



New Landlord Packet Index

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How the Housing Choice Voucher program works

The Section 8 Housing Choice Voucher program is a rental assistance program. A family applies to MHA. MHA certifies their eligibility for the program, verifying they are low-income. They are issued a “voucher.” This authorizes them to enter into an “assisted lease” with a landlord. Once the lease is approved (see The Leasing Process step-by-step”), the landlord and tenant enter into a rental agreement and MHA and the landlord enter into a Housing Assistance Payment (HAP) contract.

Thereafter, each month the tenant pays a portion of the rent based on their income (no more than 30-40% of their income) and the MHA pays to the landlord the rest. The share may change over time as the tenant’s income changes.

Some important things to note in the HAP contract. (See enclosed HAP contract.)

The initial lease term must be at least 6 months. It can then “roll over” into another term or month-to-month, as specified in the lease.

During that initial term, the landlord may terminate the lease only for “good cause” as defined in Section C (8).

The landlord may only charge rent determined to be reasonable by MHA based on comparable units in the area (Section B (6), Section C (4)).

The landlord can only charge rent and cannot charge extra fees (Section C (5) and (6)).

The landlord can charge for optional fees, such as a storage unit.

At the end of the lease term, the landlord can request a rent increase. They must make the request in writing 60 days in advance of its effective date. The MHA then determines whether the rent is reasonable as compared to similar units. (Section C (15)).

If the landlord changes, they must notify MHA who must approve the assignment of the contract to the new landlord. (Section B (14)).

Maintenance of the unit is the responsibility of the landlord. Annual inspections will be performed by MHA to ensure that the unit continues to meet required Housing Quality Standards. Interim inspections will be performed at the request of either the household or the landlord if:

1. Complaints are received from the landlord about lease violations or property damage, or
2. Complaints are received from the household that the landlord is not performing needed maintenance.

Leasing process step-by-step

Leasing process step-by-step Section 8 Housing Choice Voucher households are in most ways just like any other tenant. They apply to a landlord for a unit, the landlord screens them for approval, they enter a lease or rental agreement, they pay a security deposit, and so on. However, because the MHA pays rental assistance on their behalf, MHA must also approve the unit and lease, be copied correspondence, such as rent increases or lease violations, and enters into a contract with the landlord on behalf of the tenant. Here is the process:

Step 1

The household contacts the landlord and applies for unit. The landlord follows usual screening process to approve the tenant (taking into account that housing assistance will assure the ability to pay rent even if their income is low). It is the sole responsibility of the landlord to check credit and rental references for the voucher household.

Step 2

If landlord and tenant agree to move forward renting the unit, the tenant provides a “Request for Tenancy Approval” (RFTA) to the landlord for the landlord to complete and send to the MHA. This packet provides information on the unit, the rent, the utilities each is responsible for and so on. This allows MHA to approve it as affordable for the family and schedule an inspection.

Step 2 cont.

Important: HUD issues strict guidelines on affordability which must be applied on a case-by-case basis for each family and each unit. MHA cannot approve a unit if the rent exceeds the family's affordability. We may call and request a lower rent. The landlord may choose to lower the rent or may choose not to rent to that family.

Step 2 cont.

Important: The family should not sign a lease or put down an un-refundable deposit until and unless the unit is approved by the MHA.

Step 3

MHA receives RFTA for approval. Approval usually happens the same day it is received. Either the MHA approves it or we contact the landlord as noted. When approved, the inspector schedules an inspection. HUD allows MHA two weeks to perform the inspection, but we typically do it in one or two days. If the unit has some health and safety problem, the inspector will inform the landlord of the problem and what needs to be done to correct it. If the landlord promptly fixes it, the unit will pass. (Refer to material in this packet regarding Housing Quality Standards Inspections.)

Step 3 cont.

- **Important:** The family should not sign a lease or put down an un-refundable deposit until and unless the unit passes inspection.

Step 4

When the unit is approved, MHA calls the family and tells them to go ahead and sign a six month lease and to make an appointment at MHA to complete our process. Housing assistance will be paid effective either the date the lease is signed or the date the unit passes inspection whichever is later. As soon as the lease is signed, the tenant is allowed to take possession.

Step 4 cont.

Important: processing the first check may take several weeks and will only begin after the HAP contract is signed (see below). The tenant is allowed to move in and begin tenancy during that time.

Important: the tenant is responsible for the security deposit. However, MHA does have a limited fund to loan a portion of the deposit in some cases.

Step 5

The tenant meets at the MHA and completes our process. The MHA forwards the Housing Assistance Payment (HAP) contract to the landlord for signature. When the signed contract is received by MHA, the payment is processed, prorated to the effective date.

Step 5 cont.

Important: the HAP contract must be executed within 60 days of the lease effective date or it is void. MHA usually sends the contract within a few days of the lease signing. It is up to the landlord to sign and return the signature page of the contract.

Step 5 cont.

- **Important:** it can take several weeks to issue a check after the contract has been received. Currently, MHA issues checks weekly for payments approved the week prior.

Step 6

After lease-up, the tenancy continues as normal. The tenant pays their share, based on MHA determination of income, and MHA sends our portion. Monthly HAP checks are planned to arrive on the first day of each month. If the share of rent for a given household changes, a Notice of Lease Amendment will be included with the HAP check.



Frequently Asked Questions

What obligations are required of the Missoula Housing Authority (MHA) Voucher families?

- The families must comply with program rules and terms of their lease with the property owner.
- Permit housing inspections by MHA.
- Keep the unit in good condition.
- Report changes in income and household composition.

What are the responsibilities of the participating property owner?

- The property owner will screen all applicants for suitability as tenants.
- Collect the tenant's portion of the rent.
- Comply with landlord-tenant and fair housing laws, the terms of the lease with the tenant and their contract with MHA.
- Permit inspections by MHA.
- Make timely repairs to keep the property in good condition.

What are MHA's responsibilities?

- Determine whether families and individuals are eligible for the program.
- Inspect units to ensure that they meet federal guidelines in terms of safety standards.
- Pay the appropriate portion of the rent to the owner in a timely manner
- Monitor voucher participants and owners to ensure their compliance with program rules.

How does a family participate in the MHA Housing Choice Voucher Program?

The family applies to the voucher waiting list and MHA calls them from the waiting list. MHA then screens them for eligibility to the program. The families that are determined income eligible are issued vouchers which entitle them to a portion of their rent subsidized.

How do landlords participate in the program?

Owners who have a property for rent should advertise it the way they normally would advertise it. Families will contact you directly. If the unit meets the affordability for the family, MHA will call you to schedule an inspection.

Does the program screen families before issuing them vouchers?

Families and individuals are issued vouchers based on income guidelines, not on their suitability as tenants. Owners are strongly encouraged to screen all prospective tenants-vouchers holders as well as market tenants.

Why are units required to pass a Housing Quality Standards inspection?

All units must pass an annual inspection to make sure that they meet a minimum of health and safety requirements established by HUD. The inspection process is based on the premise that government funding should not be used to subsidize substandard housing. All families, regardless of their income, have the right to live in housing that is safe, decent and sanitary.

If you have any questions, please call the MHA at (406) 549-4113.



Family Obligations to the Housing Choice Voucher Program

(Under 24 CFR 982.551)

Included but not limited to the following

1. The family must supply any information that the Missoula Housing Authority (MHA) or U.S. Department of Housing and Urban Development (HUD) determines is necessary for the administration of the program. The family must sign and submit consent forms for obtaining this information.
2. The family must supply any information requested by the MHA or HUD for use in a regularly scheduled examination or interim examination (annual recertification) or interim examination (interim recertification) of family income and composition.
3. The family must disclose and verify social security numbers.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for a Housing Quality Standards (HQS) breach caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances (stove and refrigerator) that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or guest damages the dwelling unit or premises (damages beyond normal wear and tear).

If the family caused HQS breach is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or within any MHA approved extension). If the family has caused a breach of HQS, the MHA must take prompt action to enforce the family obligation. Such enforcement may include termination of assistance.

6. The family must allow MHA to conduct inspections of the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the MHA and the owner before the family moves out of the unit, or terminates the lease with written notice to the owner.
9. The family must give the MHA a copy of any owner lease termination notice within 10 days of receipt of the notice.
10. The family must use the assisted unit as the primary residence for the family. The unit must be the family's only residence.
11. The family must give written notification to MHA of any changes in income within 10 days of the change. Income changes must be recertified by MHA before the 25th of the month to effect a rent change on the first (1st)



12. The family must give written notification to MHA of the birth, adoption or court awarded custody of a child within 10 days. The family must request MHA approval to add any other family member as an occupant of the unit. No person may move into the unit without the prior, written approval of your landlord & MHA.
13. The family must give written notification to MHA if any family member no longer resides in the unit within 10 days of the change.
14. If MHA has given approval, a foster child or live-in-aide may reside in the unit. MHA has the discretion to adopt reasonable policies for denial of these persons.
15. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family and are permitted under the lease.
16. The family must not sublease or let the unit.
17. The family must not assign the lease or transfer the unit.
18. The family must supply any information or certification requested by MHA to verify that the family is living in the unit.
19. The family must not own or have any interest in the rental property, with the exception of owner-occupied manufactured homes where the rent and utilities are greater than 50% of the family's gross monthly income.
20. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
21. The members of the family may not engage in drug-related criminal activity, or violent criminal activity or any activity that threatens the health, safety or right to peaceful enjoyment of the other persons residing in the immediate vicinity of the premises.
22. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
23. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, State or local housing assistance program.
24. The family must notify MHA in writing of any extended absence of 7 or more days. Written notice must be provided no later than the first day of the absence.



Reasons MHA would have for terminating a Voucher Holder's assistance...

The Voucher Holder or a member of their household...

1. Violates a Family Obligation of the Housing Choice Voucher Program,
2. Commits fraud (including failure to report income and/or allowing unauthorized persons to reside in the rental), bribery, or any corrupt act in connection with any Federal Housing Program,
3. Commits drug-related criminal activity or violent criminal activity,
4. interferes with the health, safety or right to peaceful enjoyment of the premises by other residents,
5. Have not paid any Housing Authority (HA) for amounts due to the HA, or paid to an owner under a HAP contract for rent, damage to the unit, or other amounts owed by the family,
6. Breaches a repayment agreement with any HA to pay amounts owed to the HA or amounts paid to an owner by the HA,
7. as a participant in the Family Self-Sufficiency Program (FSS) fails to comply, without good cause, with the family's FSS Contract of Participation,
8. Have engaged in or threatened abusive or violent behavior toward any HA personnel,
9. Fails to sign and submit consent forms for obtaining continuing eligibility factor verifications,
10. Have abandoned your unit for more than 7 days without informing us of your absence,
11. Have informed us of your absence, but have been gone for over 90 days without a verified health reason,
12. Have informed us of your absence for a verified health reason related to you or a household member under assistance, but you have been absent for over 180 days,
13. Have been evicted while participating in the Voucher or other assisted housing program,
14. Have missed two scheduled appointments with MHA without good cause,
15. Have failed to respond to correspondence or requests from MHA,
16. Have failed to provide MHA with a copy of your 30 day notice of intent to move,

Note: Eviction can result in denial of future assistance from HUD Assistance.



Housing Choice Voucher Program
Landlord Certification

When you enter into the Housing Assistance Payment (HAP) Contract you are certifying to the following statements (this is only a partial list, please read the entire HAP contract):

Ownership of Assisted Unit

I certify that I am the legal or the legally-designated agent for the referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

Approved Residents of Assisted Unit

I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

Housing Quality Standards

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

Tenant Rent Payments

I understand that the tenant's portion of the contract rent is determined by the Housing Authority, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by the Housing Authority.

Reporting Vacancies to the Housing Authority

I understand that should the assisted unit become vacant, I am responsible for notifying the Housing Authority immediately in writing.

Computer Matching Consent

I understand the Housing Assistance Payment Contract permits the Housing Authority of HUD to verify my compliance with the Contract. I consent for the Housing Authority or HUD to conduct computer matches to verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Housing Choice Voucher program with other Federal and State agencies.

WARNING: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

Voucher

Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 09/30/2012)

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 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.

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

1. Housing Choice Voucher Program

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

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- 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 requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 - 1. The owner and the family must execute the lease.
 - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 - 1. The proposed unit or lease is disapproved for specified reasons, and
 - 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - 9. Request PHA written approval to add any other family member as an occupant of the unit.

- 10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
- 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.

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 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.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection

9. Type of House/Apartment

☐ Single Family Detached ☐ Semi-Detached / Row House ☐ Manufactured Home ☐ Garden / Walkup ☐ Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:

☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Section 236 (Insured or noninsured) ☐ Section 515 Rural Development

☐ Home ☐ Tax Credit

☐ Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the 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 leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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.

____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

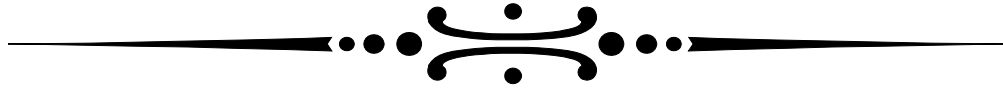
14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA 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 Representative		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	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

MHA use Only Approved by _____ Date approved: _____

SECTION 8 RENTAL ASSISTANCE PROGRAM PROPERTY AMENITIES



PROPERTY MANAGER/OWNER _____

ADDRESS OF OWNER _____

ADDRESS OF RENTAL UNIT _____

TYPE OF UNIT (APARTMENT, DUPLEX, MOBILE, HOUSE) _____

OWNER PAID UTILITIES _____

HEAT TYPE _____

WATER HEATING _____

CONTRACT RENT _____

DEPOSIT AMOUNT _____

SQUARE FOOTAGE _____

NUMBER OF BEDROOMS _____

DATE BUILT _____

NUMBER OF BATHROOMS _____

Please check box if unit has the following:

- | | | | | |
|--|-------------------------------------|--|--|----------------------------------|
| <input type="checkbox"/> Carpet | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Washer/Dryer Connection | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Screens |
| <input type="checkbox"/> Patio/Porch/Deck. | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Laundry Facilities | <input type="checkbox"/> Range |
| <input type="checkbox"/> Wood stove | <input type="checkbox"/> Storage | <input type="checkbox"/> Handicap Accessibility | <input type="checkbox"/> The Owner Pays for the Heat Costs | |
| <input type="checkbox"/> Playground | <input type="checkbox"/> Parking | <input type="checkbox"/> Garage/Carport | <input type="checkbox"/> Storm Windows | <input type="checkbox"/> All |
- Utilities Paid by the Owner

☐ Public Transportation Accessible

☐ Convenient Shopping Nearby

☐ Near Parks/Public Recreation

☐ Walking Distance from Schools ☐

☐ Drapes, Curtains, Blinds, Shades _____

Please give a brief description of the surrounding neighborhood:

(Please Include Additional Amenities *i.e.* Views, Landscaping, Cross Streets, Common Areas, Bus Stops, pools)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Owner Certification

The Section 8 Rental Assistance Program, through the Department of Housing and Urban Development, (HUD) requires public housing agencies to verify several things in relation to Landlords/Owners participating in the program.

For your convenience, and to assist our staff, we are requiring landlords/owners to certify to the following:

(Please initial each item)

- _____ The landlord/owner of the assisted unit is not a relative of any member of the assisted household. This includes adults and children.
- _____ The landlord/owner is not required to register as a sexual or violent offender.
- _____ The landlord/owner does not live, and will not live, in the unit while it is assisted.
- _____ The landlord/owner is the legal owner of the property and is not subleasing it.
- _____ The landlord/owner will not establish “side deals” with the tenant.
- _____ The landlord/owner will require the tenant to pay their portion of the rent, monthly, according to the Housing Assistance Payment Contract.
- _____ The landlord/owner will notify the Missoula Housing Authority immediately if household composition changes (unauthorized persons), or if unit is vacated.
- _____ The landlord/owner will notify the Missoula Housing Authority of any lease violations by providing a copy of notice sent to tenant to the Missoula Housing Authority.
- _____ The landlord/owner has not been disbarred from participating in federal programs.
- _____ The landlord/owner will give 60 days notice to the Missoula Housing Authority of any proposed rent increase.

This form was completed by: ☐ Owner ☐ Property Manager ☐ Other

Landlord/Owner (Please Print)

Signature

Street Address

Mailing Address

Phone Number

Date Completed & Signed

HOUSING CHOICE VOUCHER
AFFORDABILITY WORKSHEET

NAME OF FAMILY: **JOE SMITH**

DATE VOUCHER ISSUED: **01/03/2017**

DATE VOUCHER EXPIRES: **03/04/2017 (60 days)**

VOUCHER BEDROOM SIZE: **2 bedroom (based on household composition)**

RENT BURDEN (AFFORDABILITY) WORKSHEET

① ANNUAL INCOME

\$8400

② DEDUCTIONS TO INCOME

\$480

③ ANNUAL ADJUSTED INCOME (① - ②)

\$7920

④ MONTHLY ADJUSTED INCOME (③ DIVIDED BY 12)

\$660

⑤ 40% OF MONTHLY ADJUSTED INCOME

\$264

⑥ 30% OF MONTHLY ADJUSTED INCOME

\$198

⑦ DIFFERENCE (⑤-⑥)

\$66

⑧ PAYMENT STANDARD FOR FAMILY

\$940

(changes every year)

⑨ PAYMENT STANDARD + ⑦

\$1006

GROSS RENT FOR UNIT MUST BE LESS THAN**

\$1006

Housing Assistance Payments Contract (HAP Contract) Section 8 Tenant-Based Assistance Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 10/31/2010)

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

OMB Approval No. 2577-0169
(exp. 10/31/2010)

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

2. Tenant

Joe Not Real Person

3. Contract Unit

1234 Sample
Missoula, MT 59801

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

- Joe Not Real Person
- Kiddy Not Real Person

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): **05/01/2011**
The initial lease term ends on (mm/dd/yyyy): **10/31/2011**

6. Initial Rent to Owner

The initial rent to owner is: \$485
During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$0 per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities or appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Provided By	
	Owner	Tenant
Heat - Electric	O	
Cooking - Electric	O	
Water Heat - Electric	O	
Other Electric	O	
Water	O	
Sewer	O	
Garbage	O	

Signatures

Public Housing Agency: Missoula Housing Authority

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Not Real Person

Owner: Not real property manager

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Not real property manager

Name

somewhere in town
Missoula, MT 59801

Address (Street, City, State, Zip)

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach

include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When HAP contract terminates.**
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in-aide.

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must re-determine the reasonable rent when required in accordance with HUD requirements. The PHA may re-determine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid

- (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to

charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner.

However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.

- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the 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. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. 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 HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

- 15. Foreclosure.** In the case of any for any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

16. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

OMB Approval No. 2577-0169
(exp. 10/31/2010)

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse.

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

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

d. Other good cause for termination of tenancy

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

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

2022 INCOME LIMITS

Revised 4/19/2022

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% of Median Extremely Low Income	\$17,150	\$19,600	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630
50% of Median Very Low Income	\$28,600	\$32,600	\$36,750	\$40,800	\$44,100	\$47,350	\$50,600	\$53,900
80% of Median Low Income	\$45,750	\$52,250	\$58,800	\$65,300	\$70,550	\$75,750	\$81,000	\$86,200
100% of Median	\$56,150	\$64,150	\$72,200	\$80,200	\$86,600	\$93,050	\$99,450	\$105,850

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PAYMENT STANDARDS PER BEDROOM/UNIT SIZE Fiscal Year 2022 (effective 10/01/2021)		
SECTION 8 VOUCHER		SHELTER + CARE
Mobile Home Lot	Not applicable	Not Applicable
0/Studio	\$912.00	\$760
1 Bedroom	\$1033.00	\$861
2 Bedroom	\$1296.00	\$1080
3 Bedroom	\$1829.00	\$1524
4 Bedroom	\$2219.00	Not Applicable
5 Bedroom	\$2551.00	Not Applicable
6 Bedroom	\$2885.00	Not Applicable

Utility Allowance Schedule

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

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

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

Locality/PHA		Unit Type Semi-detached Older Home Converted (Semi Detached), Two/Three Family (Duplex)				Date (mm/dd/yyyy) 01/01/2021	
Region 17: City of Missoula -1/1/21							
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	19	24	33	41	48	54
	b. Electric	40	52	70	86	103	115
	c. Bottle Gas	71	91	122	151	180	202
	d. Oil	99	126	169	210	250	281
	e. Heat Pump						
Cooking	a. Natural Gas	2	3	4	4	5	6
	b. Electric	6	8	11	13	16	18
	c. Bottle Gas	8	10	13	16	20	22
Other Electricity		22	28	37	46	57	61
Air Conditioning		4	5	7	9	11	12
Water Heating	a. Natural Gas	3	3	4	5	7	7
	b. Electric	8	10	13	16	20	22
	c. Bottle Gas	9	12	16	20	25	27
	d. Oil	13	16	22	27	34	36
Water		25	30	34	39	42	46
Sewer							
Trash Collection		29	29	29	29	29	29
Other -- specify							
Range/Microwave		4	4	4	4	4	4
Refrigerator		4	4	5	5	5	7

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

Utility Allowance Schedule

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

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

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

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Region 17: City of Missoula -1/1/21	Rowhouse/townhouse Row House/Garden Apt.	01/01/2021

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	16	22	30	37	45	52
	b. Electric	35	47	63	79	96	111
	c. Bottle Gas	61	82	111	139	168	195
	d. Oil	85	114	155	193	233	271
	e. Heat Pump						
Cooking	a. Natural Gas	2	3	4	4	5	6
	b. Electric	6	8	11	13	16	18
	c. Bottle Gas	8	10	13	16	20	22
Other Electricity		22	28	37	46	57	61
Air Conditioning		4	5	7	9	11	12
Water Heating	a. Natural Gas	3	3	4	5	7	7
	b. Electric	8	10	13	16	20	22
	c. Bottle Gas	9	12	16	20	25	27
	d. Oil	13	16	22	27	34	36
Water		25	30	34	39	42	46
Sewer							
Trash Collection		29	29	29	29	29	29
Other -- specify							
Range/Microwave		4	4	4	4	4	4
Refrigerator		4	4	5	5	5	7

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

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	
\$	

Utility Allowance Schedule

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

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

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

Locality/PHA		Unit Type				Date (mm/dd/yyyy)	
Region 17: City of Missoula -1/1/21		Single family detached Single Family Detached (Single Family)				01/01/2021	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	22	30	35	45	50	59
	b. Electric	46	63	75	95	107	124
	c. Bottle Gas	81	110	132	166	188	218
	d. Oil	113	153	183	231	261	303
	e. Heat Pump						
Cooking	a. Natural Gas	2	3	4	4	5	6
	b. Electric	6	8	11	13	16	18
	c. Bottle Gas	8	10	13	16	20	22
Other Electricity		22	28	37	46	57	61
Air Conditioning		7	9	13	16	19	21
Water Heating	a. Natural Gas	3	3	4	5	7	7
	b. Electric	8	10	13	16	20	22
	c. Bottle Gas	9	12	16	20	25	27
	d. Oil	13	16	22	27	34	36
Water		25	30	34	39	42	46
Sewer							
Trash Collection		29	29	29	29	29	29
Other -- specify							
Range/Microwave		4	4	4	4	4	4
Refrigerator		4	4	5	5	5	7
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.		Utility or Service per month cost					
Head of Household Name		Heating					
		Cooking					
Unit Address		Other Electric					
		Air Conditioning					
Number of Bedrooms		Water Heating					
		Water					
		Sewer					
		Trash Collection					
		Range/Microwave					
		Refrigerator					
		Other					
		Total \$					

Utility Allowance Schedule

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

OMB Approval No. 2577-0169
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The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Region 17: City of Missoula -1/1/21				Unit Type High rise with elevator High Rise		Date (mm/dd/yyyy) 01/01/2021	
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR		
Heating	a. Natural Gas	17	19	23	28	31	39		
	b. Electric	32	39	48	59	73	85		
	c. Bottle Gas								
	d. Oil								
	e. Heat Pump								
Cooking	a. Natural Gas	2	3	4	4	5	6		
	b. Electric	6	8	11	13	16	18		
	c. Bottle Gas	8	10	13	16	20	22		
Other Electricity		22	28	37	46	57	61		
Air Conditioning		4	5	7	8	10	11		
Water Heating	a. Natural Gas	3	3	4	5	7	7		
	b. Electric	8	10	13	16	20	22		
	c. Bottle Gas	9	12	16	20	25	27		
	d. Oil	13	16	22	27	34	36		
Water		25	30	34	39	42	46		
Sewer									
Trash Collection		29	29	29	29	29	29		
Other -- specify									
Range/Microwave		4	4	4	4	4	4		
Refrigerator		4	4	5	5	5	7		

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. Head of Household Name _____ Unit Address _____ Number of Bedrooms _____	Utility or Service	per month cost
	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Range/Microwave	
Refrigerator		
Other		
	Total	\$

Utility Allowance Schedule

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

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

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

Locality/PHA	Unit Type Low-rise Older Multi-Family (Low Rise)	Date (mm/dd/yyyy) 01/01/2021
Region 17: City of Missoula -1/1/21		

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	18	23	31	39	46	53
	b. Electric	38	50	66	82	99	113
	c. Bottle Gas	67	87	116	144	173	199
	d. Oil	92	121	162	200	241	276
	e. Heat Pump						
Cooking	a. Natural Gas	2	3	4	4	5	6
	b. Electric	6	8	11	13	16	18
	c. Bottle Gas	8	10	13	16	20	22
Other Electricity		22	28	37	46	57	61
Air Conditioning		4	5	7	8	10	11
Water Heating	a. Natural Gas	3	3	4	5	7	7
	b. Electric	8	10	13	16	20	22
	c. Bottle Gas	9	12	16	20	25	27
	d. Oil	13	16	22	27	34	36
Water		25	30	34	39	42	46
Sewer							
Trash Collection		29	29	29	29	29	29
Other -- specify							
Range/Microwave		4	4	4	4	4	4
Refrigerator		4	4	5	5	5	7

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

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Utility Allowance Schedule

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

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

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

Locality/PHA		Unit Type Manufactured home Mobile Home					Date (mm/dd/yyyy) 01/01/2021
Region 17: City of Missoula -1/1/21							
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	17	20	26	33	42	
	b. Electric	35	43	55	71	88	
	c. Bottle Gas	62	75	97	124	155	
	d. Oil	86	104	134	172	215	
	e. Heat Pump						
Cooking	a. Natural Gas	2	3	4	4	5	6
	b. Electric	6	8	11	13	16	18
	c. Bottle Gas	8	10	13	16	20	22
Other Electricity		22	28	37	46	57	61
Air Conditioning		6	8	11	13	16	
Water Heating	a. Natural Gas	3	3	4	5	7	7
	b. Electric	8	10	13	16	20	22
	c. Bottle Gas	9	12	16	20	25	27
	d. Oil	13	16	22	27	34	36
Water		25	30	34	39	42	46
Sewer							
Trash Collection		29	29	29	29	29	29
Other -- specify							
Range/Microwave		4	4	4	4	4	4
Refrigerator		4	4	5	5	5	7
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.		Utility or Service per month cost					
Head of Household Name		Heating					
		Cooking					
Unit Address		Other Electric					
		Air Conditioning					
Number of Bedrooms		Water Heating					
		Water					
		Sewer					
		Trash Collection					
		Range/Microwave					
		Refrigerator					
		Other					
		Total \$					

MTHousingSearch.com



Montana's Essential Housing Locator Service!

Supported by



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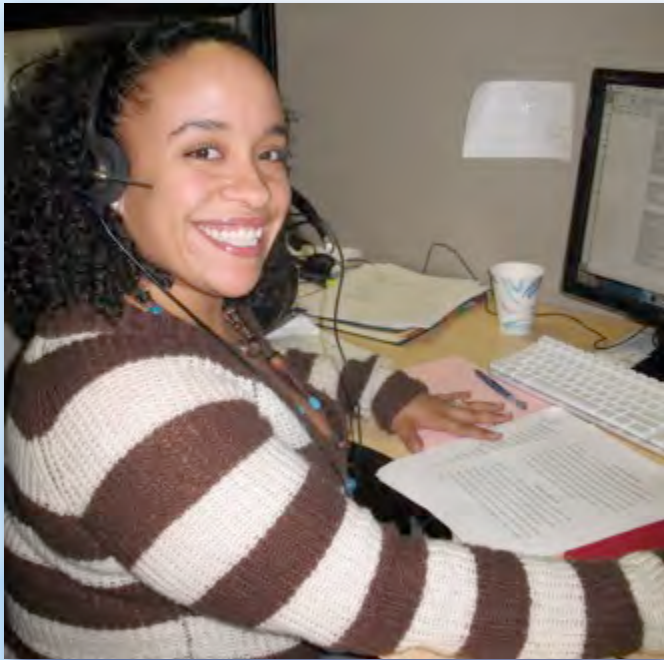




Overview

- MTHousingSearch.com is a free-to-use housing locator offering landlords a no-cost platform to advertise unlimited properties and helping renters find housing that suits their needs
- Available online 24-7 and also supported by a toll-free, bilingual call center, M-F, 7 a.m. to 6 p.m. MST to reach live assistance
- Listings are continually updated by the call center and email reminders
- Special features for renters include quick links to housing resources as well as rent-affordability and moving-cost calculators
- Service is ADA Title II 508 compliant; works with assistive technology
- Mobile responsive website

Toll-Free Bilingual Call Center



- Connecting tenants with housing
- Helping landlords add and update listings
- No limits on call times: callers receive as much assistance as they need
- 1-877-428-8844

For Landlords



- Register unlimited properties either online or with live help via toll-free call center
- **New Add/Edit form for Property Providers to enhance efficiency**
- Post a listing **once** and only remove from public view when rented or under repair to receive fewer calls
- List quickly with a few fields like rent and location, or add details about eligibility requirements and additional amenities
- “Cloning” tools help list many units quickly
- Increase marketing reach with a posting generator that creates instant listing content to paste into other online classifieds
- Tenants can search by specific criteria - reducing unqualified inquiries

New Landlord Email Verification to streamline status updates

We want to make sure your account is up to date. Please use one of the links below to let us know every-
curate, and to keep the folks at NJHRC.gov from needing to call and make sure your listings are corre

Instantly Verify
available listings by 4/11/2018

our Available Listings:

arrington Mews Apartments 101 Reamer Drive arrington, NJ 08007	Apartments Available, representing 45 2-bedroom units, published as on waiting list Last Updated: 03/11/2015	Upda
arrington Mews Apartments 101 Reamer Drive arrington, NJ 08007	Apartments Available, representing 239 1- bedroom units, published as on waiting list Last Updated: 09/08/2015	Upda

ILS Syndication



The screenshot shows two real estate listings. The top listing is for "Minuet II" at "4654 N. Rainbow Blvd" in "Las Vegas, NV 89108". It is a "Seniors only Licensed" property. The listing includes a photo of a dining area and a text box with the following information: "Median Income Based Rent", "Fair Market Rate \$1,000", "40%", "\$567", "Deposit \$500", and "Available". The bottom listing is for "Allanza at the Lakes" at "8600 S" in "Las Vegas". It includes a photo of a kitchen and the text "1 Bed • 1 Bath • Apartments". A link "→ see the full listing →" is visible between the two listings.

Real-time Property Updates for your Housing Locator available via Entrata Property Management Software

- Property providers automatically update vacancy and rent information through Entrata
- Eliminates need for separate property updates; saves staff time and ensures consumers get real-time availability data
- Must be listed on Emphasys Housing Locator AND be an Entrata customer to use update feature
- Exploring additional ILS opportunities



Fair Housing & Affirmative Marketing Best Practices

- Searches are anonymous, inhibiting discriminatory practices
- Ability to report listings that might have discriminatory content
- Fair Housing links advise landlords and tenants of rights and responsibilities
- Access service online and by mail, email, fax and bilingual call center
- Website available in many languages via Google Translate
- Service is ADA Title II 508 compliant; works with assistive technology



How can you Leverage the Diverse Toolset Available Within MTHousingSearch.com?

Service Provider Portal for Special Needs Populations



- Secured Caseworker Portal
- Confidential
- Builds Landlord Base for Housing-Challenged Populations
- Includes New Listing Notifications

Confidential Landlord Registration

MTHousingSearch.com



Special Needs Populations: (private)

Help Your Community - Your Rentals Can Make a Difference

Selecting box(es) below will connect you with local agencies that serve individuals and families who may be facing housing barriers. This information is NOT publicly displayed and will only be available to authorized case workers with special search access.

Although the Fair Housing Act applies to ALL prospective tenants, selecting these categories may help you lease units faster and offer rewarding opportunities to work with area programs and tenants.

- | | | |
|---|--|---|
| <input type="checkbox"/> Blind or Visually Impaired | <input type="checkbox"/> Homeless | <input type="checkbox"/> Previous Evictions |
| <input type="checkbox"/> Deaf or Hard of Hearing | <input type="checkbox"/> Homeowners Impacted By Foreclosure | <input type="checkbox"/> Refugees |
| <input type="checkbox"/> Domestic Violence | <input type="checkbox"/> Mental Health Consumers | <input type="checkbox"/> Shelter Plus Care [?] |
| <input type="checkbox"/> Drug and/or Alcohol Recovery | <input type="checkbox"/> Natural Disaster Victims | <input type="checkbox"/> Sponsored Tenants [?] |
| <input type="checkbox"/> Ex-Offenders | <input type="checkbox"/> Persons with Developmental Disabilities | <input type="checkbox"/> Students |
| <input type="checkbox"/> Frail and Elderly | <input type="checkbox"/> Persons with Physical Disabilities | <input type="checkbox"/> Transitional Age Youth [?] |
| <input type="checkbox"/> HIV/AIDS | | |

The below populations may search on their own and see your listings publicly

- ☐ Veterans

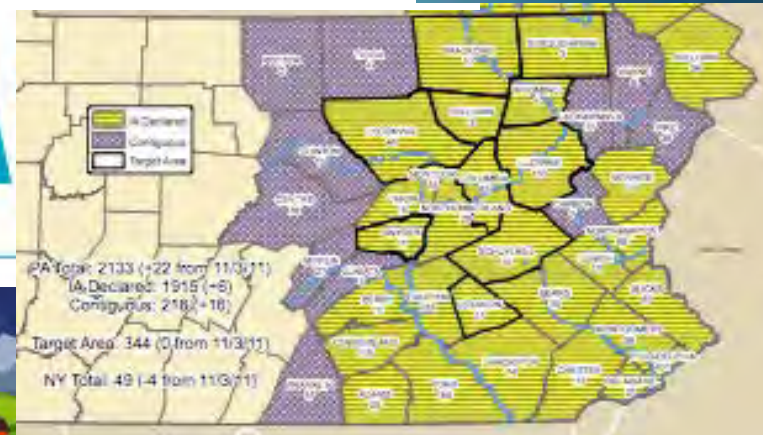
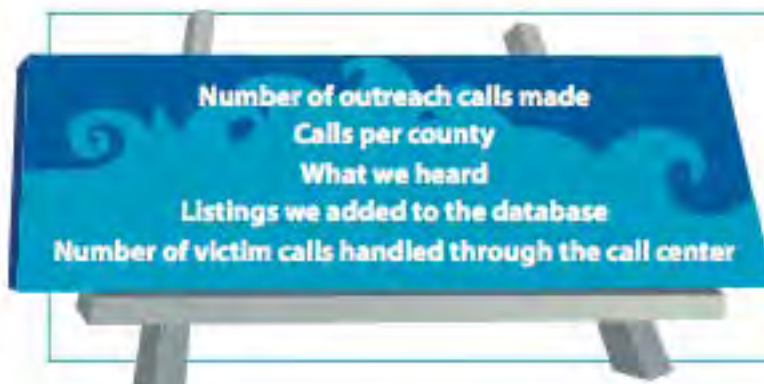
Disaster Response



- Housing information is continually updated, so MTHousingSearch.com is ready to serve *before* disaster strikes
- Call center can assist displaced victims with housing and referrals for critical services as well as help landlords quickly list area vacancies
- Post and update custom website messages as needed about resources and shelter
- The Socialserve.com Special Disaster Outreach Team can conduct concentrated outreach to bolster listings in designated areas

Disaster Recovery

MTHousingSearch.com



The State of Tennessee is using TNHousingSearch.org to locate housing for those displaced by wildfires in Sevier County.

Property providers, you can help. [Login](#) now to add or update listings, or call 1-877-428-8844 (toll free).

PLEASE NOTE: Due to housing demand, properties may be listed one day and gone the next. We are working with landlords to update information as quickly as possible. Let us know if you find a rented unit so we can remove it.

Please call the landlord before going to see a property. Some properties may still have damage and be under repair.

Free Trainings!



- Audience-specific
- Individual or group
- Easy to accommodate
- Regular trainings keep staff informed of new developments and educate new hires
- Contact us to schedule

Landlord Recruitment

LANDLORDS - Advertise for free
TENANTS - Free searches

L.A. County Needs Rental Properties!

Join over 11,500 local landlords already listing on this free service
Learn about landlord incentive programs
Reach out to Veterans, seniors, and families



Housing.LACounty.gov
LOS ANGELES COUNTY HOUSING RESOURCE CENTER



Go to www.Housing.LACounty.gov
or call 1-877-428-8844

Florida Housing Search.org
A Free Place to List & Find Affordable Housing

Home About Us Find Housing Tenant Tools

Select Language ▼

Find Great Tenants Affordable Housing to Those in Need

The Homeless Leadership Board is a collaborative agency that works with local service provider agencies

Landlords gain several benefits from participating in our program:

Housing Our Heroes

Rent to a Homeless Veteran

520 Homeless Veterans Secured Housing	308 Landlords Participating
---	---------------------------------------

Click "I'm Interested!" to be contacted about how to market your rentals to these tenants.

I'm interested! [Click here for more info](#)

FREE on FloridaHousingSearch.org.

Satisfaction from Helping Others: By helping house our families, you are playing an integral role not only in helping households take charge of their lives, but also in making your community a better place to live.

MTHousingSearch.com



Connecting people to communities



Landlords!

We have tenants ready to move today!

Transition to Community Living Initiative (TCLI)

More >>

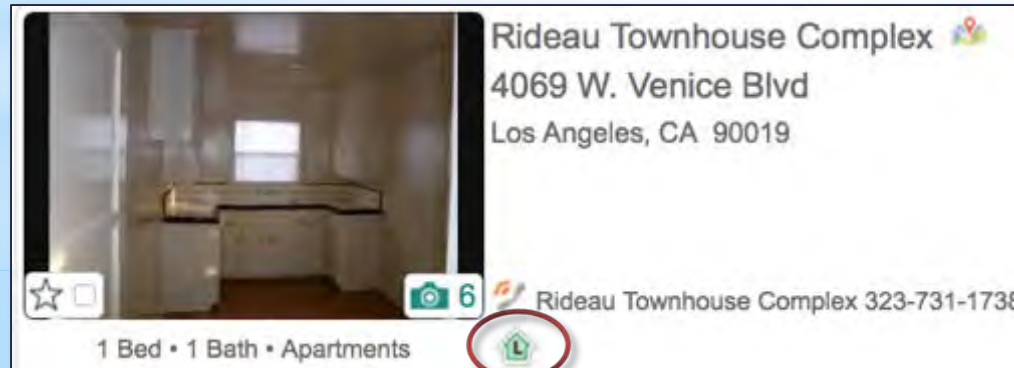


Customized Services and Features

- Custom Designations and Opportunity Zones
- Imbedded Search and List
- Location Based Searches



- ✓ Any
- Tobacco-Free
- Allowed
- Smoke-Free
- No Smoking
- Smoke-Free Plus: No Smoke/E-Cigarettes



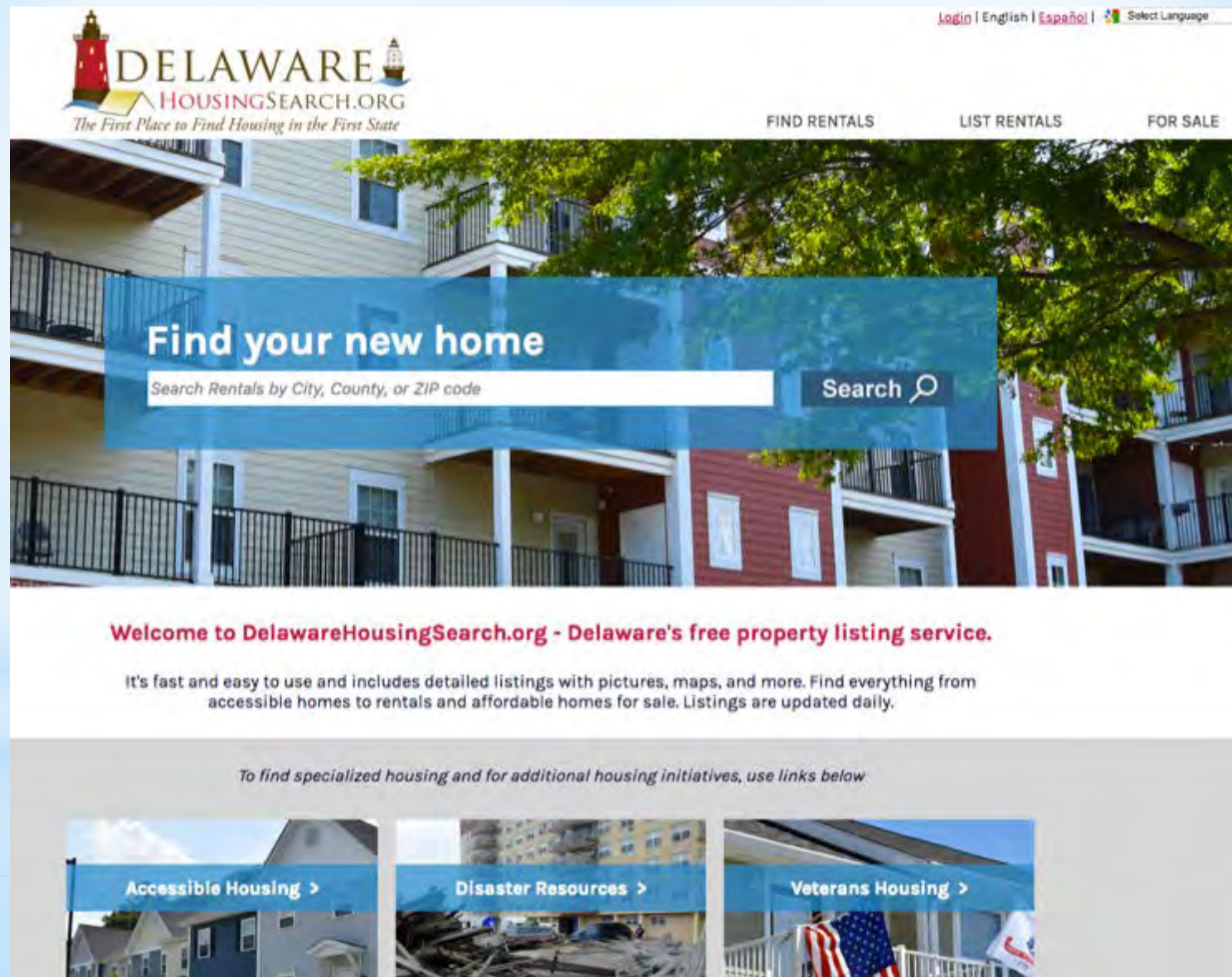
Links to MTHousingSearch.com

Agencies and organizations are strongly encouraged to place links on their websites to MTHousingSearch.com

- ✓ Increases public awareness
- ✓ Directly improves search engine presence and web visibility



New Look Coming soon!



MTHousingSearch.com



Contact Us

for more information and
free trainings for staff

Sheila Roberts

sroberts@emphasys-software.com

770-800-1057

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

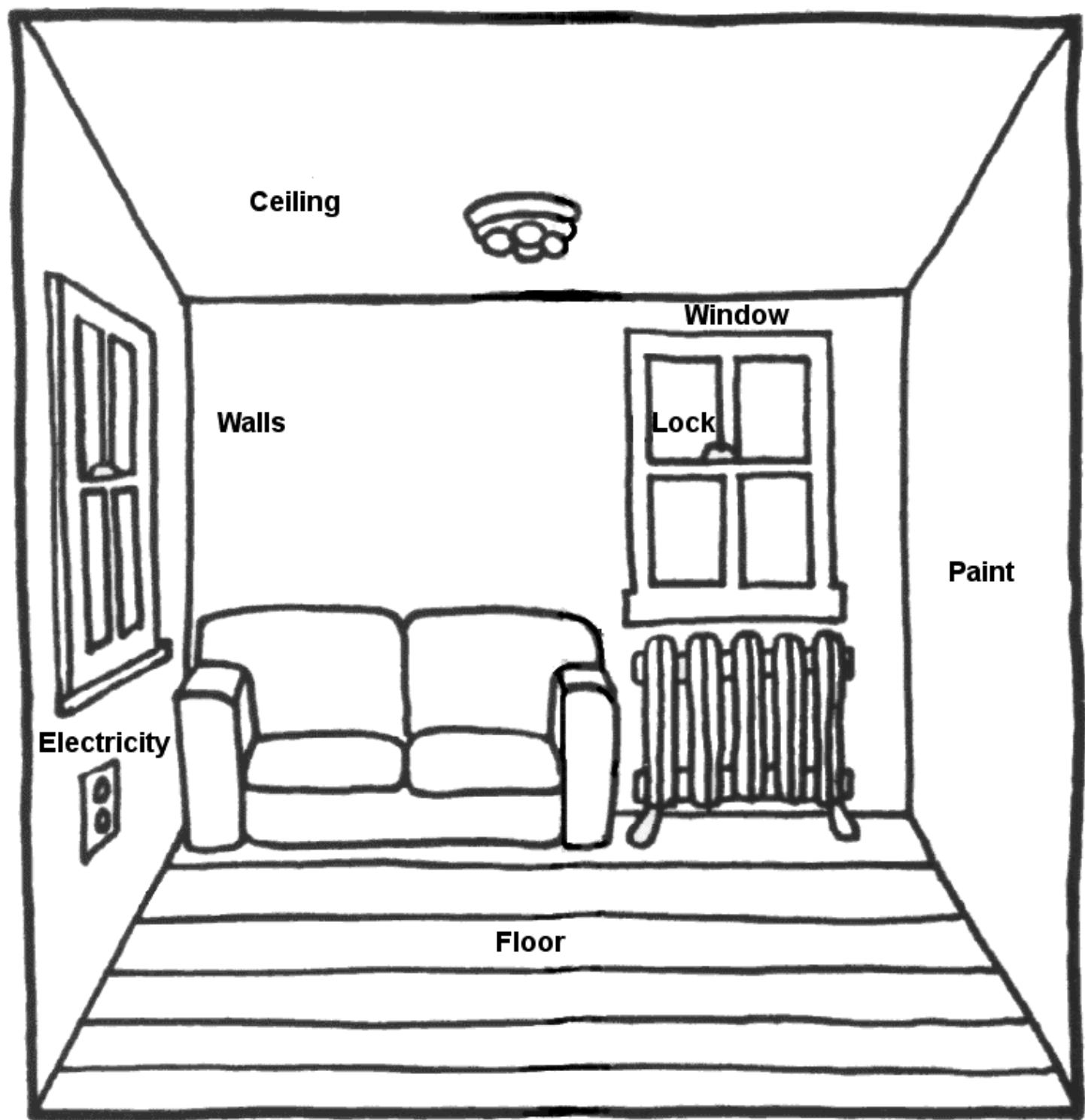
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

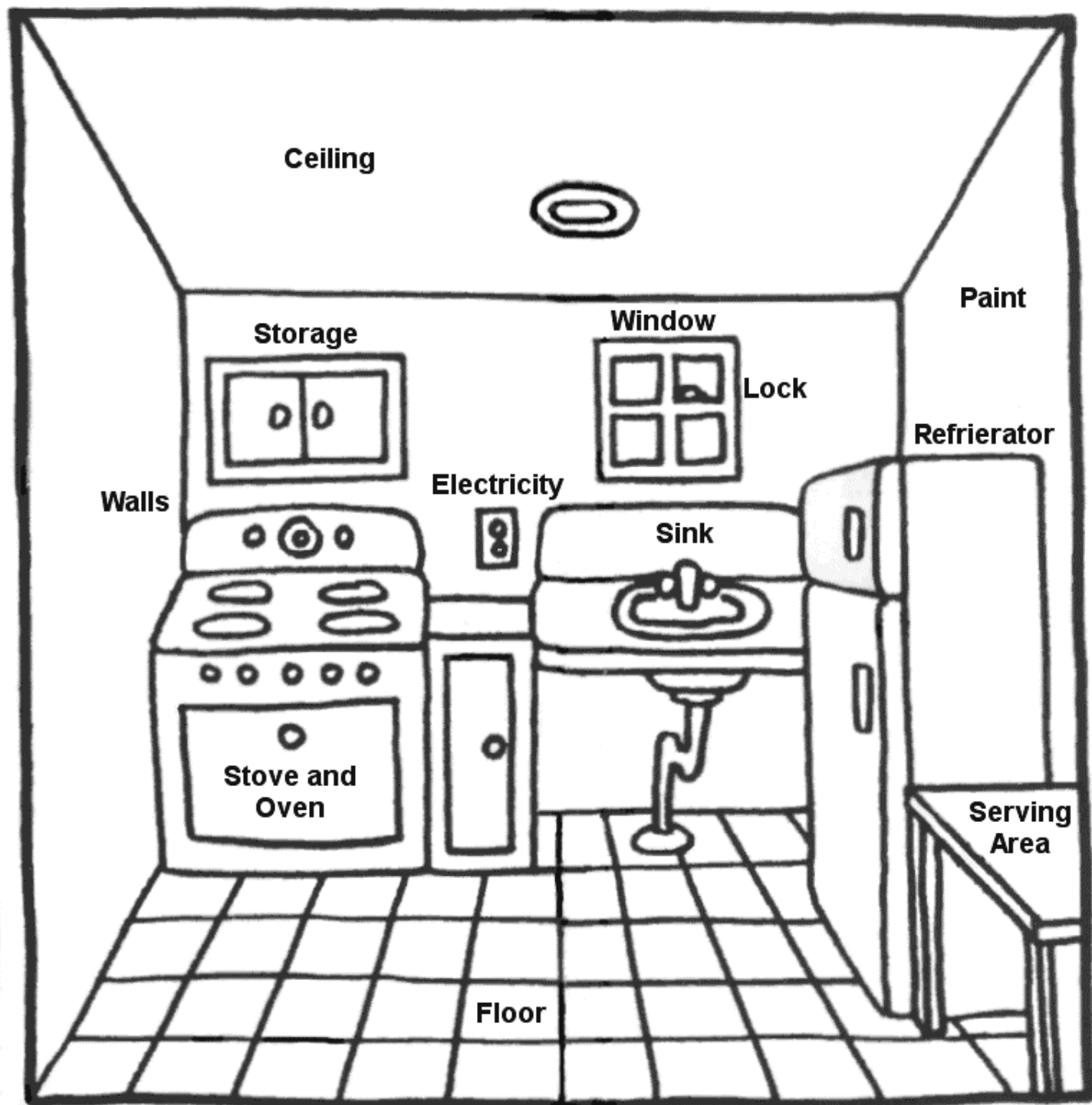
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

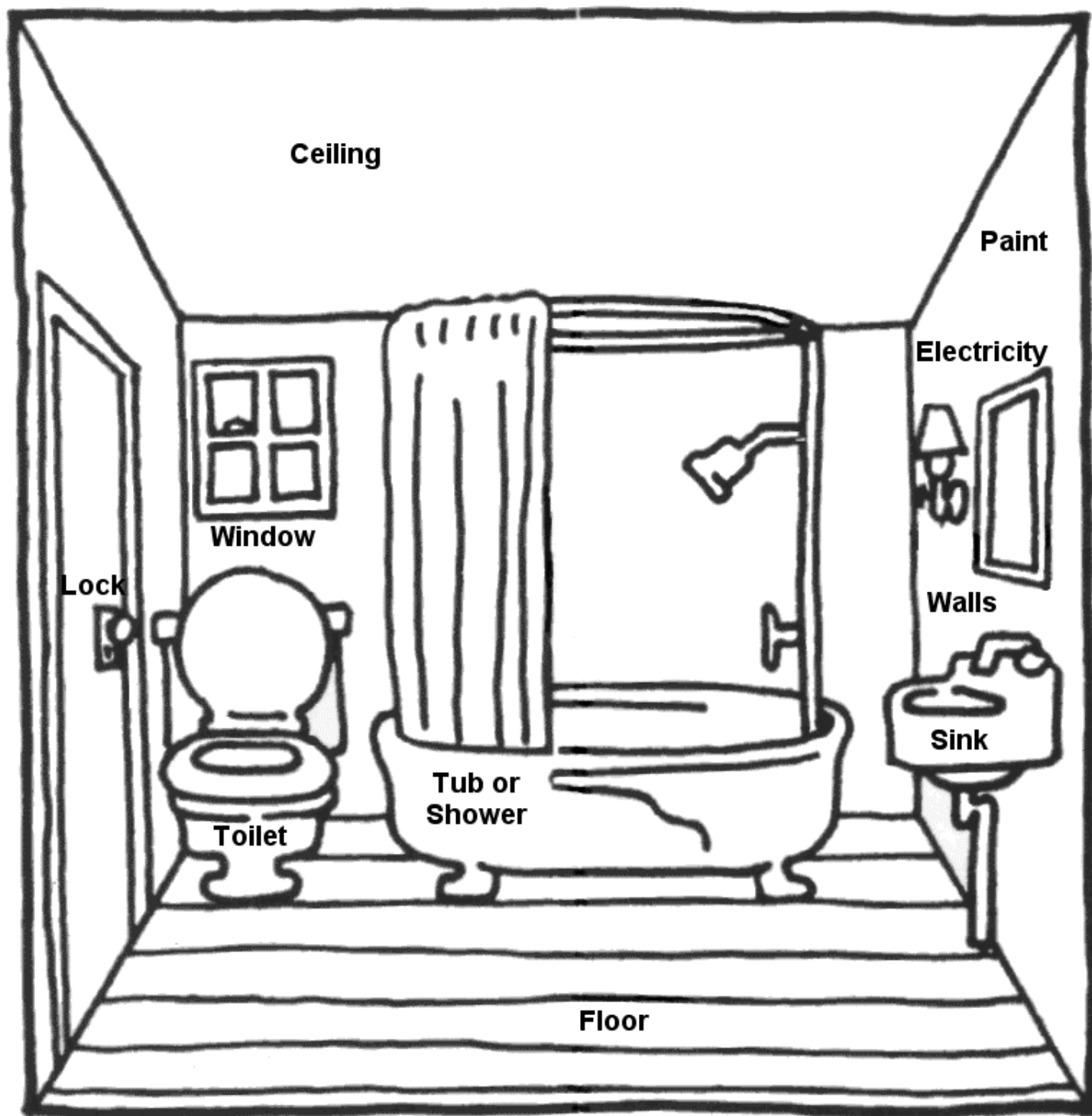
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

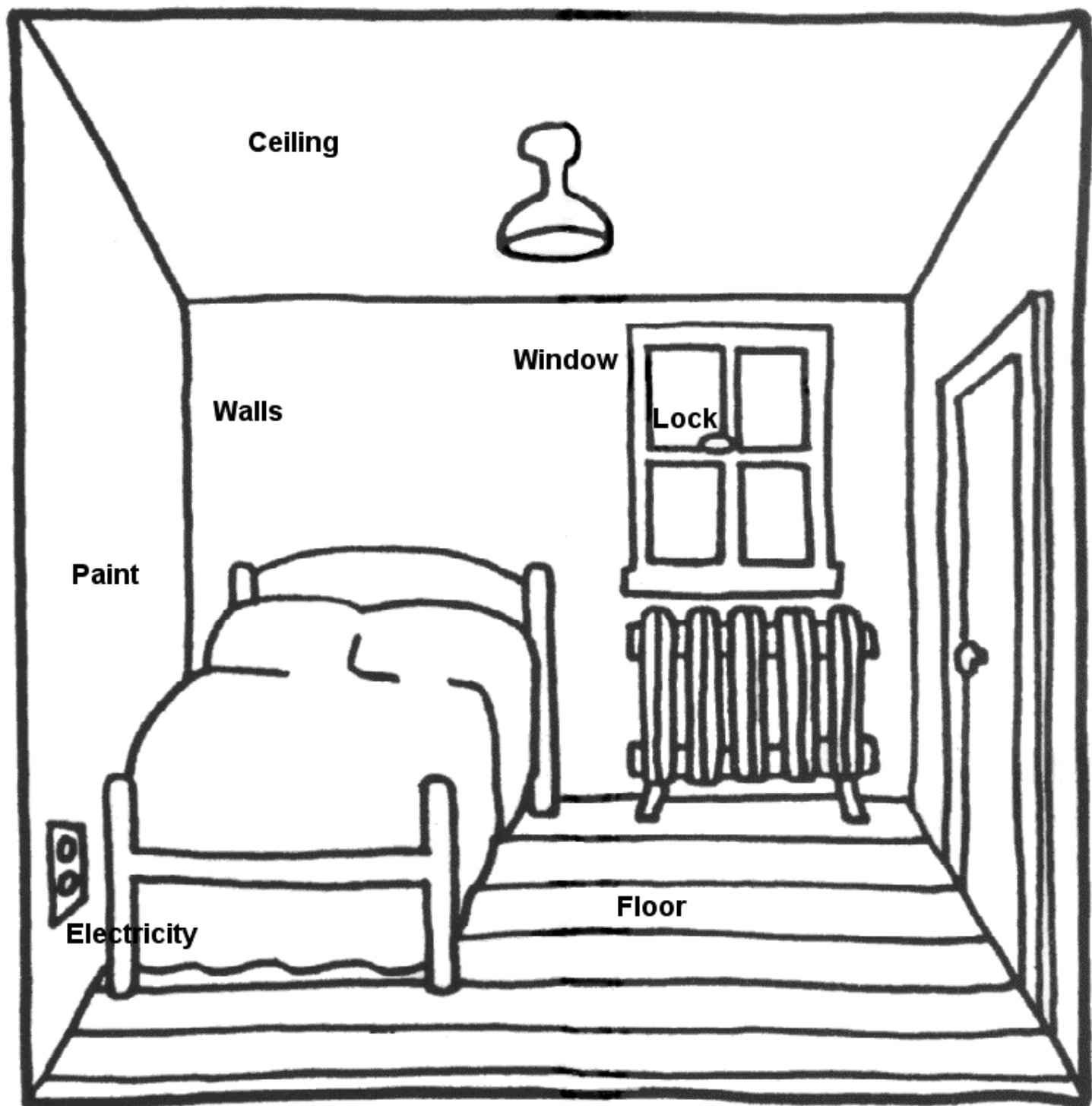
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

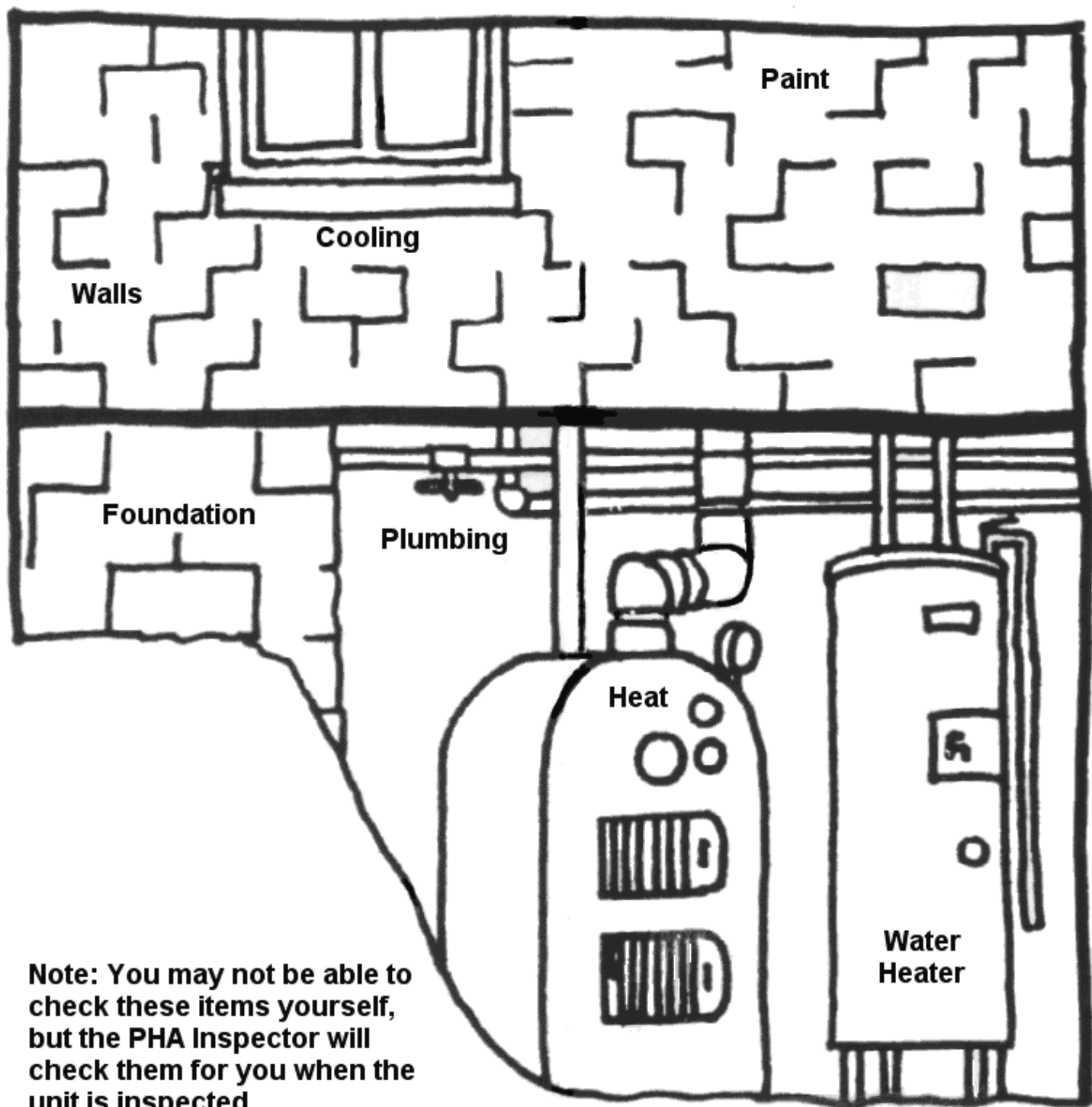
Heat

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

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

You should also think about:

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



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

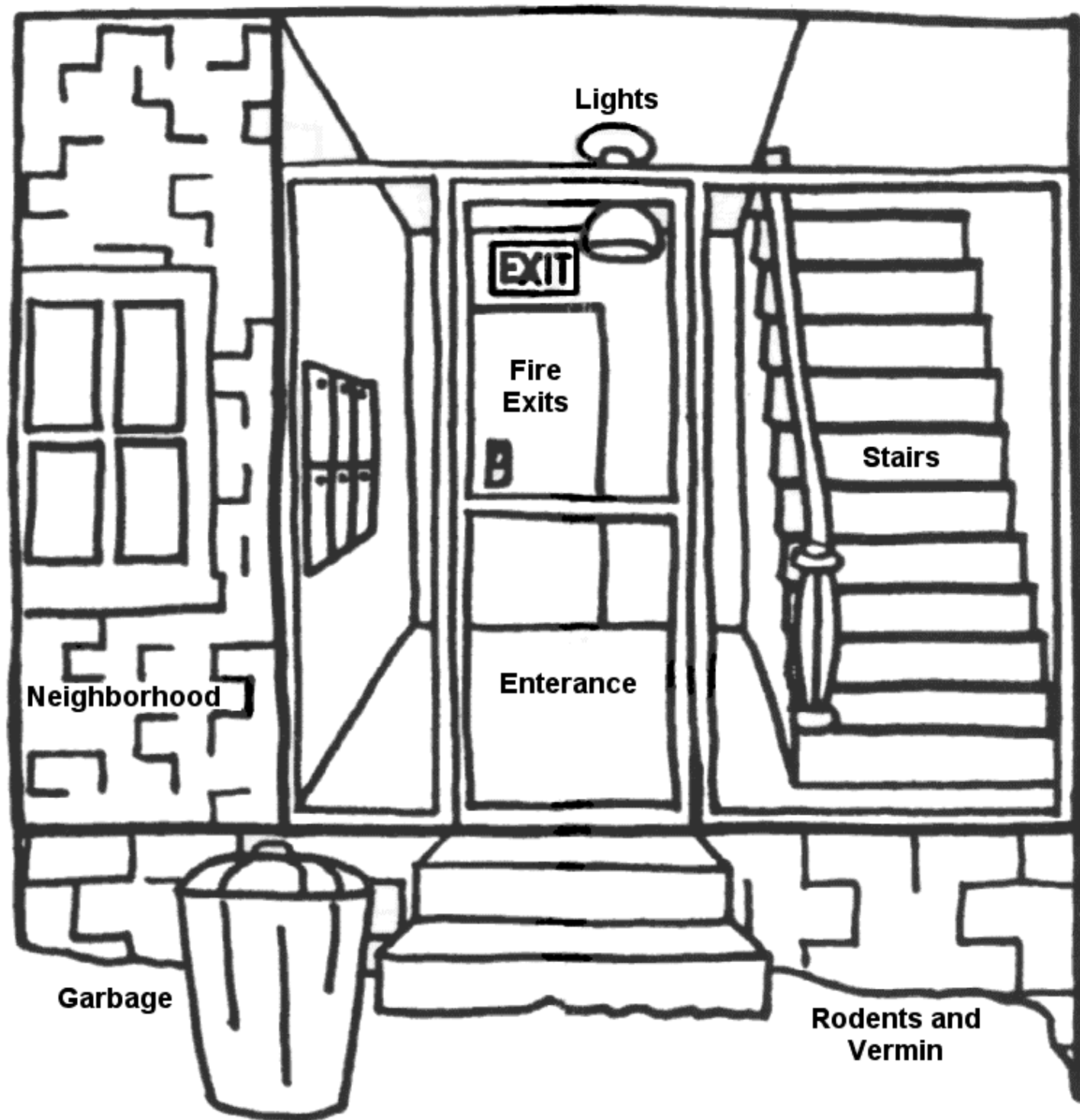
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

Consumer Product Safety Commission

Protect Your Family from Lead in Your Home

CPSC Document #426

U.S. Environmental Protection Agency Washington, DC 20460

U.S. Consumer Product Safety Commission Washington, DC 20207

EPA747-K-94-001

May 1995

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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

ARE YOU PLANNING TO BUY, RENT, OR RENOVATE A HOME BUILT BEFORE 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

SELLERS will have to disclose known information on lead-based paint hazards before selling a

house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work.

If you want more information on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

IMPORTANT!

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

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

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

LEAD GETS IN THE BODY IN MANY WAYS 1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

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

People can get lead in their body if they:

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

Lead is even more dangerous to children than adults because:

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

Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system

- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Lead affects the body in many ways.

CHECKING YOUR FAMILY FOR LEAD Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live in an older home that might have lead in the paint).
- Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

WHERE LEAD-BASED PAINT IS FOUND

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

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.

- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars.)

WHERE LEAD IS LIKELY TO BE A HAZARD

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

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see below) to find out about soil testing for lead.

CHECKING YOUR HOME FOR LEAD HAZARDS

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

You can get your home checked for lead hazards in one of two ways, or both:

- A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see below).

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition and location.

- Lab tests of paint samples.
- Surface dust tests.
- A portable x-ray fluorescence machine.

Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

WHAT YOU CAN DO NOW TO PROTECT YOUR FAMILY

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

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

HOW TO SIGNIFICANTLY REDUCE LEAD HAZARDS

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

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

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

- You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or

enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

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

Call your state agency (see below) for help with locating qualified contractors in your area and to see if financial assistance is available.

REMODELING OR RENOVATING A HOME WITH LEAD-BASED PAINT

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

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

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

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

OTHER SOURCES OF LEAD

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

- Drinking water -- Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

Use only cold water for drinking and cooking.

Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

- The job -- If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.

- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

FOR MORE INFORMATION

The National Lead Information Center

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning.

For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456 (FAX: 202-659-1192, Internet: EHC@CAIS.COM).

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.

STATE HEALTH AND ENVIRONMENTAL AGENCIES

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number
Alabama	N/A
Alaska	(907) 465-5152
Arkansas	501) 661-2534
Arizona	(602) 542-7307
California	(510) 450-2424
Colorado	(303) 692-3012
Connecticut	(203) 566-5808
Washington, DC	(202) 727-9850
Delaware	(302) 739-4735

Florida	(904) 488-3385
Georgia	(404) 657-6514
Hawaii	(808) 832-5860
Idaho	(208) 332-5544
Illinois	(800) 545-2200
Indiana	(317) 382-6662
Iowa	(800) 972-2026
Kansas	(913) 296-0189
Kentucky	(502) 564-2154
Louisiana	(504) 765-0219
Massachusetts	(800) 532-9571
Maryland	(410) 631-3859
Maine	(207) 287-4311
Michigan	(517) 335-8885
Minnesota	(612) 627-5498
Mississippi	(601) 960-7463
Missouri	(314) 526-4911
Montana	(406) 444-3671
Nebraska	(205) 242-5661
Nevada	(702) 687-6615
New Hampshire	(603) 271-4507
New Jersey	(609) 633-2043
New York	(800) 458-1158
New Mexico	(505) 841-8024
North Carolina	(919) 715-3293
North Dakota	(701) 328-5188
Ohio	(614) 466-1450
Oklahoma	(405) 271-5220
Oregon	(503) 248-5240
Pennsylvania	(717) 782-2884
Rhode Island	(401) 277-3424
South Carolina	(803) 935-7945
South Dakota	(605) 773-3153
Tennessee	(615) 741-5683
Texas	(512) 834-6600

Utah	(801) 536-4000
Vermont	(802) 863-7231
Virginia	(505) 841-8024
Washington	(206) 753-2556
West Virginia	(304) 558-2981
Wisconsin	(608) 266-5885
Wyoming	(307) 777-7391

EPA REGIONAL OFFICES

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

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
John F. Kennedy Federal Building
One Congress Street
Boston, MA 02203
(617) 565-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Building 5
2890 Woodbridge Avenue
Edison, NJ 08837-3679
(908) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
345 Courtland Street, NE
Atlanta, GA 30365
(404) 347-4727

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
77 West Jackson Boulevard
Chicago, IL 60604-3590
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
First Interstate Bank Tower
1445 Ross Avenue, 12th Floor, Suite 1200
Dallas, TX 75202-2733
(214) 665-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska)
726 Minnesota Avenue
Kansas City, KS 66101

(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
999 18th Street, Suite 500
Denver, CO 80202-2405
(303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada)
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska)
1200 Sixth Avenue
Seattle, WA 98101
(206) 553-1200

CPSC REGIONAL OFFICES

U.S. CPSC Eastern Regional Center
201 Varick Street, Room 903
New York, NY 10014-4811
Tele. (212) 620-4120
Fax: (212) 620-5388

U.S. CPSC Central Regional Center
230 South Dearborn Street, Room 2944
Chicago, IL 60604-1601
(312) 353-8260

U.S. CPSC Western Regional Center
1301 Clay Street, Suite 610 N
Oakland, CA 94612
Tele. (510) 637-4050
Fax: (510) 637-4060

Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

The U.S. Consumer Product Safety Commission protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. To report a dangerous product or a product-related injury, you can go to [CPSC's forms page](#) and use the first on-line form on that page. Or, you can call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270, or send the information to info@cpsc.gov. Consumers can obtain this publication and additional publication information from the [Publications section](#) of CPSC's web site or by sending your publication request to publications@cpsc.gov. If you would like to receive CPSC's recall notices, subscribing to the email list will send all press releases to you the day they are issued.

This document is in the public domain. It may be reproduced without change in part or whole by an individual or organization without permission. If it is reproduced, however, the Commission would appreciate knowing how it is used. Write the U.S. Consumer Product Safety Commission, Office of Information and Public Affairs, Washington, D.C. 20207 or send an e-mail to info@cpsc.gov.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270, or visit CPSC's web site at www.cpsc.gov/talk.html. Consumers can obtain this release and recall information at CPSC's Web site at www.cpsc.gov.

Fair Housing Is Your Right



**State of Montana Human Rights Bureau
P.O. Box 1728 -1625 11th Avenue
Helena, MT 59624-1728**

(406) 444-2884 or 1-800-542-0807

Fax (406) 444-2798

www.montanadiscrimination.com

TTY 406-444-9696 or Relay Service 711

The Human Rights Bureau is committed to making its services available to persons with disabilities in compliance with Title II of the Americans with Disabilities Act and relevant state law. The Bureau will not exclude persons with disabilities from participation at its meetings or otherwise deny them their services, programs, or activities. The Bureau will also provide and accept information in alternative formats to accommodate disabilities. Persons with disabilities requiring accommodation in order to take advantage of the Bureau's services should contact the Bureau's staff.

DISCRIMINATION IN HOUSING IS PROHIBITED IF BASED ON THESE PROTECTED CLASSES

Age (all ages)

Religion, Creed

Marital Status

Physical or Mental Disability

Race, Color, National Origin

Familial Status (presence of children under 18 years of age)

Sex (sexual harassment, pregnancy & caregiver)

Political Belief (state and local government service)

WHAT TYPE OF HOUSING IS COVERED?

Montana and federal fair housing laws cover most types of housing. The law exempts owner-occupied sleeping rooms in a private residence, provided the owner rents no more than 3 rooms within the residence.

EXCEPTION FOR HOUSING FOR OLDER PERSONS

Housing for older persons is exempt from the familial status and age provisions of Montana fair housing law **if** the units:

- › Are occupied solely by persons who are 62 or older, or
- › At least one person who is 55 or older resides in 80% of the occupied units, and owners publish and adhere to written policies and procedures that demonstrate the housing is intended and operated for persons 55 and older.

IF BASED ON A PROTECTED CLASS, THE FOLLOWING ACTIONS ARE PROHIBITED

- › Printing, or publishing any advertisement or statement that indicates a limitation or preference in the area of housing
- › Refuse to rent or sell housing or otherwise deny entry into a neighborhood
- › Set different terms, conditions, facilities, services or privileges for sale or rental of a housing unit
- › Ask about a buyer's or renter's protected class
- › Represent that available housing is not available for inspection, sale or rental
- › For profit, persuade owners to sell or rent
- › Deny reasonable accommodations, at their expense, to persons with disabilities, in sales, rental and terms and conditions
- › Refuse to make or purchase a mortgage loan, or fail 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

It is illegal for anyone to retaliate against an individual who has filed a housing discrimination complaint, or participated in an investigation of a housing discrimination complaint.

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HUMAN RIGHTS BUREAU PROCESS

The Montana Department of Labor and Industry is the state agency which enforces Montana's discrimination laws. For additional information, please visit our website at www.montanadiscrimination.com

- › **The Human Rights Bureau** informally investigates complaints of illegal discrimination as a neutral party. The Human Rights Bureau also offers voluntary mediation in complaints of illegal discrimination, and is committed to providing education to both property owners and tenants alike.
- › **The Hearings Bureau** of the Department of Labor and Industry conducts formal public hearings of discrimination cases.
- › **The Montana Human Rights Commission** is a five member panel of private citizens appointed by the Governor. The Commission hears appeals of decisions by the Hearings examiner and the Human Rights Bureau.

THE PROCESS

Intake A person who believes he or she is a victim of illegal discrimination should contact the Montana Human Rights Bureau. An investigator will take the information by telephone and draft a complaint if the facts indicate that illegal discrimination may have occurred. A formal complaint must be filed within 180 days of the alleged discriminatory action. The time limit for filing may be extended up to 300 days if a formal grievance procedure is invoked.

Mediation Once the case has been filed, the parties have the option of working with a mediator to try to resolve the dispute. Mediation is voluntary, non-binding and must be agreed to by both parties.

Investigation If the case is not resolved through mediation, an informal investigation will be conducted to determine if illegal discrimination occurred. The investigation must be completed within 120 days after the case is filed. If "no cause" is found to believe illegal discrimination occurred, the person who filed the case is given the right to sue and may file in district court, or appeal the decision to the Human Rights Commission

Conciliation If "reasonable cause" is found to believe illegal discrimination occurred, a conciliator with the Human Rights Bureau is available to work with the parties to reach a resolution, prior to a public hearing.

Public Hearing If conciliation is not possible, a hearings examiner with the Department of Labor and Industry's Hearings Bureau, conducts a formal hearing similar to a non-jury trial. The hearing examiner will issue a decision whether discrimination occurred and, if appropriate, award damages. The decision can be appealed to the Montana Human Rights Commission.

Remedies For Discrimination If the Department finds that unlawful discrimination has occurred it is empowered to order the respondent to:

1. Cease the discriminatory conduct
2. Rectify any harm through the payment of back pay or other actual damages; and
3. Participate in Affirmative Relief to eliminate future discriminatory practices
4. Pay a civil penalty

The Department of Labor and Industry may seek enforcement of an order in district court.

If you don't report housing discrimination it can't be stopped. Retaliation, harassment, intimidation or interfering with a person who is exercising their rights to equal housing is against the law!

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Fair Housing Policy

POLICY & ADVERTISING

What is Prohibited?

In Advertising Montana and federal fair housing laws prohibit anyone from printing, or publishing any advertisement or statement that indicates a limitation or preference in the area of housing based on race, color, national origin, religion, creed, age, sex, marital status, familial status, or disability.

In Pre-Rental Inquiries The housing provider may obtain information required to make a determination on a person's ability to pay timely, follow the rules of tenancy and rental history, to determine if the potential renter is a qualified applicant.

The provider may not request information concerning the race, color, national origin, religion, creed, age, familial status, sex, marital status, or physical or mental disability when inquiring about or applying for housing.

Exemption: If the housing accommodation is bona fide housing for older persons and is in compliance with state and federal laws that apply to housing for older persons, the housing provider may ask for information regarding a person's age and familial status.

In Mortgage Lending Lenders may not take any of the following actions based on the protected classes:

- › Refuse to make a mortgage loan
- › 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
- › Set different terms or conditions for purchasing a loan



What Housing Providers Can Do To Prevent Discrimination

- › Develop and post a written anti-discrimination policy and discipline those who engage in discriminatory behavior
- › Provide training for all managers and employees in fair housing law
- › Take immediate corrective action upon determining that discrimination has occurred
- › Apply standards equally to all tenants

What Renters and Buyers Can Do

- › Report incidents of discrimination to the salesperson or manager
- › If complaints are not resolved, report the discrimination to the broker or owner
- › Contact the Human Rights Bureau

WHEN APPLYING AND QUALIFYING FOR HOUSING, WHAT IS IMPORTANT ARE YOUR CREDIT HISTORY, REFERENCES AND YOUR ABILITY TO PAY.

Sexual Harassment in Housing Is Against the Law

The Montana Human Rights Act and the 1988 Federal Fair Housing Act prohibit discrimination in housing based on sex, protecting buyers and renters. Sex discrimination includes sexual harassment.



SEXUAL HARASSMENT IN HOUSING

What is Sexual Harassment?

Sexual Harassment of a potential buyer, renter or tenant includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- › Submission to the conduct is explicitly or implicitly made a term or condition of renting or purchasing a housing accommodation.
- › Submission to or rejection of the conduct is used as the basis for refusing to rent or sell a housing accommodation.
- › The conduct has the effect of unreasonably interfering with renting, making continued tenancy significantly less desirable, or creating an intimidating, hostile or offensive living environment.
- › Sexual Harassment is determined on a case by case basis. Acts which are offensive to one tenant or buyer may not be offensive to another. However, in addition to sexual assault, the following acts by a co-tenant, owner, on-site manager, property manager or agent may constitute sexual harassment.

Examples of Sexual Harassment

Repeated body contact
Constant leering or staring
Propositions or pressure to engage in sexual activity
Inappropriate comments concerning appearance
A pattern of renting to individuals based on gender
Harassing behavior based on an individual's gender

Impact of Sexual Harassment

Fear, emotional stress, & related illnesses
Violation of privacy
Disgruntled renters
High turnover in renters
Loss of sales

Women are not the only victims of sexual harassment. Men may also be harassed.
Renters often do not report harassment out of ignorance of the law or fear of reprisal.

Owner/Agent Liability

Owners and agents may be liable for monetary compensation and other forms of relief to buyers or renters who are victims of sexual harassment.

What Owners Should Do

The best tool for eliminating sexual harassment is prevention. The following steps will aid in preventing sexual harassment:

- › Develop and post a written policy defining and prohibiting sexual harassment and providing an effective procedure for reporting sexual harassment and disciplining those who engage in it.
- › Provide training for all managers and employees in sexual harassment prevention.
- › Express strong disapproval of any sexual conduct in housing, including jokes and comments which may be offensive.
- › Immediately investigate any report of sexual harassment by tenants or employees.
- › Take immediate corrective action upon determining that sexual harassment has occurred.
- › Inform renters and buyers of their rights to report sexual harassment to the Montana Human Rights Bureau or the United States Department of Housing and Urban Development.

What Renters Should Do

If you are offended by sexual jokes, comments or other sexual or gender-based conduct in your housing accommodations, immediately inform the manager. If your complaints are not resolved, you should take the following steps:

- › Report sexual harassment to the manager and the owner
- › Keep written records of the dates and facts of all sexual harassment and the names of witnesses
- › Contact the Human Rights Bureau or the federal Department of Housing and Urban Development at 1-800-669-9777



Denying Housing to Families with Children Is Against the Law

The 1988 Federal Fair Housing Act and the Montana Human Rights Act prohibit housing discrimination against families with children under the age of 18. Families cannot be denied housing of their choice simply because they have children.

The Law Protects:

- › Established Families with Children
- › Pregnant Women
- › Persons planning on having a family
- › Traditional and Non-traditional families, i.e. single parents
- › Persons in the process of securing legal custody of children through foster care, adoption or divorce.
- › Unique or unexpected circumstances which may change the composition of a family, such as the death of parents, temporary or permanent court ordered custody, or written permission from a parent or legal guardian.
- › Any other type of family composition, regardless of blood relation or affiliation that relates to cohabitation with children.

How to recognize housing discrimination

- › Landlords, property managers, or real estate agents generally will not directly state, “We don’t accept children” or “there are no kids allowed.” Discrimination against families with children is subtle.
- › The agent may simply refuse to rent to families or tell them the housing is not available when it is. They may refuse to sell, rent or even deal with a person because they have children or they may advertise or indicate the housing is available for only certain people (adults only).
- › There may be attempts to discourage families by changing the terms, conditions, services and facilities. Examples include: different rules, charging additional fees, or applying more burdensome rental criteria, larger deposits, increased water charges or higher rent based on the number of people or children in a family.
- › There may be attempts to impose occupancy standards which prevent children from residing in a development to steer families with children away from “adult only” areas.
All of these practices are illegal. These practices promote segregation and disrupt the housing market.

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Rights of Persons with Disabilities in Housing



The Montana Human Rights Act and the federal fair housing laws prohibit discrimination in housing against a person with a physical or mental disability. It is also unlawful to discriminate against persons who reside in a housing unit with a person with a disability or to discriminate against any person associated with a buyer, seller, or renter with a disability. To be protected under Montana and federal fair housing laws, a qualified buyer or renter must have a physical or mental impairment that substantially limits one or more major life activities, have a record of such an impairment, or be regarded as having such an impairment.

Reasonable Accommodation Modifications

Renters & Buyers have a duty to inform housing providers that an accommodation is needed and may have to pay for modification costs to the unit

Housing Providers may not refuse to rent or sell housing based on a person's disability. Where reasonable, may be required to pay for modification costs of common use facilities, and are required to allow service animals for tenants with disabilities.



Examples of Reasonable Accommodation in Housing

- › An apartment complex with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.
- › The owner of a mobile home must allow a tenant, whose child is in a wheelchair to install a ramp to access the unit.
- › 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 necessary to assure that she can have access to her apartment
- › A homeowner with a "no pets" policy must allow a tenant with a chronic mental illness to have a cat if medically necessary

An accommodation is not reasonable if it endangers any tenant's health or safety or creates an extraordinary hardship on the housing provider.

The Human Rights Bureau is committed to making its services available to persons with disabilities in compliance with Title II of the Americans with Disabilities Act and relevant state law. The Bureau will not exclude persons with disabilities from participation at its meetings or otherwise deny them their services, programs, or activities. The Bureau will also provide and accept information in alternative formats to accommodate disabilities.

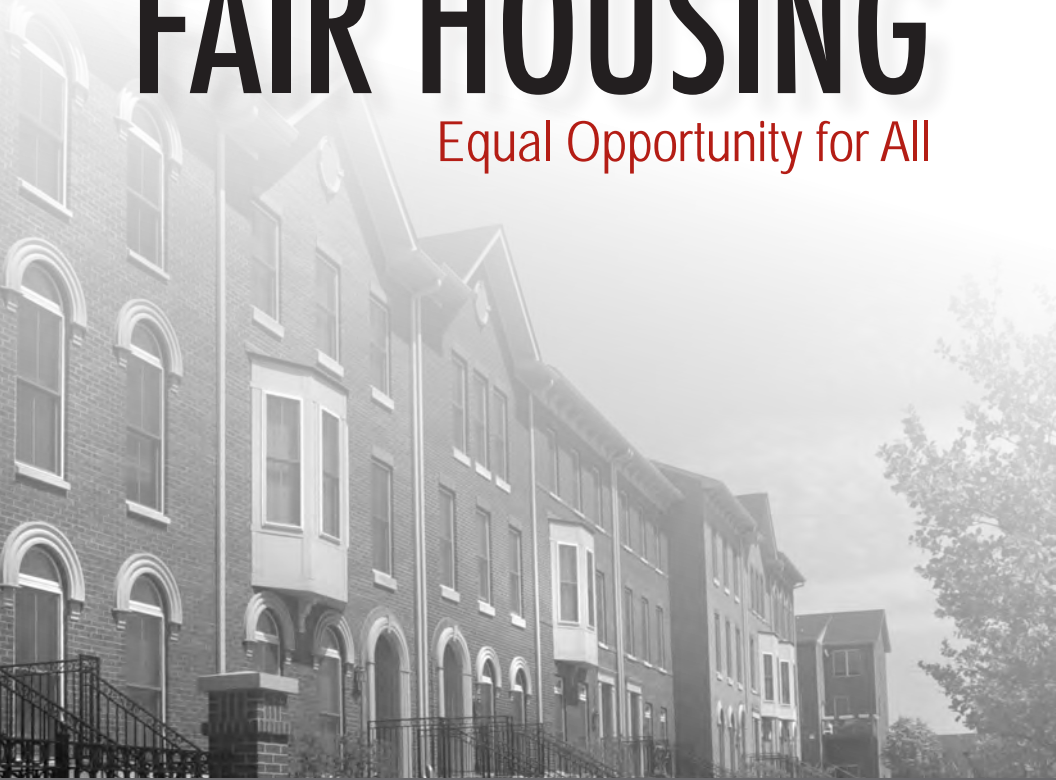
Persons with disabilities requiring accommodation in order to take advantage of the Bureau's services should contact the Bureau's staff.

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FAIR HOUSING

Equal Opportunity for All



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



Please visit our website: www.hud.gov/fairhousing



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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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

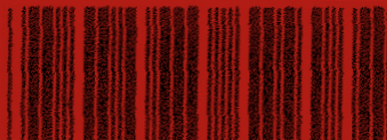
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



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



02305



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.