

LOUISVILLE METRO HOUSING AUTHORITY
600 S. 7th Street, Louisville, Kentucky 40203 (502) 569-6060
TDD Users Only (502) 587-0831

**INFORMATION REGARDING IRS W-9 REQUEST FOR
TAXPAYER'S IDENTIFICATION NUMBER AND DIRECT DEPOSIT**

Dear Property Owner:

The Louisville Metro Housing Authority is required to file IRS FORM 1099 Misc for all rental assistance payments made to you during any calendar year.

In order for us to comply with the IRS regulations, property owners **WHO HAVE NOT** provided our office with a current Tax Identification Number (TIN) must supply one on the attached form. The number provided **MUST** belong to the person/business entity for which Housing Assistance Payments will be reported to the Internal Revenue Service. An individual property owner, one not associated with a small business or a corporation, must report his/her Social Security number. All others may use the Taxpayer's Identification Number (TIN) assigned by the Internal Revenue Service.

The attached W-9 form must be completed by you and sent to the Section 8 Finance office. You may send the completed W-9 form with the participant who will bring the lease papers to this office or you may mail it to us or you may FAX the completed form to us at (502) 569-1348, Attention Janell Coghill or Yvonne Feger.

If you have applied for a TIN but you have not received it, please indicate that on the W-9 Form in Part One by writing "APPLIED FOR" in the space marked Taxpayer Identification Number. You must then contact us in writing **WITHIN 60 DAYS** and provide us with your new TIN or Social Security Number or your Housing Assistance Payments may be subject to backup withholding of 20% (twenty percent) of the Housing Assistance Payment amount. Housing Assistance Payments cannot begin without a Taxpayer Identification Number or Social Security Number.

DIRECT DEPOSIT: Effective May, 2005 the Housing Authority adopted a **mandatory** direct deposit policy for Section 8 Housing Assistance Payments. Any rental payments due you will be deposited directly, i.e., electronically to your checking or savings account. However, you will receive a detailed listing of each tenant and payment amount via mail. To set up your direct deposit please complete the attached "**Direct Deposit Authorization Sheet**" and mail to Attention: Section 8 Accounting, 420 S 8th Street, Louisville, KY 40203 or fax to (502)569-1348.

NOTE: You must complete both the **W-9 Form** and the **Direct Deposit Authorization Sheet**. You can fax to the numbers on the direct deposit authorization sheet or mail to our office located at 420 S 8th Street, Attention Section 8 Accounting. The IRS Form W-9 is a required document for those owners who complete lease papers and for whom there is no current Taxpayer Identification Number on file with this Agency.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



MANDATORY DIRECT DEPOSIT AUTHORIZATION FORM

TO SET UP DIRECT DEPOSIT:

Vendor/Payee Name _____
Vendor/payee
Address _____

Vendor Contact Name _____ Phone # _____

Email Address _____ Fax# _____

Financial Institution Name _____

Depositor Routing Number _____

Depositor Account Number _____

Depositor Type of Account (check one) Checking _____ Savings _____

Rental Property addresses _____

For checking accounts please enclose a "void" check.

I hereby authorize the Louisville Metro Housing Authority, Finance Department and the above named Financial institution to deposit Housing Assistance Payments directly into the account listed above.

Authorized Signature _____ Date _____

The deposit of the Housing Assistance Payments directly into your account will begin approximately after the receipt of this authorization. Vendor payment information will be mailed to you on the day the funds are transferred (by ACH) to your account.

After completion of this form you may return by mail, fax or email to one of the following.

	Email	Fax	Phone
Suzanne Martin	smartin@lmha1.org	502-569-3452	502-569-3456
Missi Stone	mstone@lmha1.org	502-569-1348	502-569-6495
Janell Coghill	coghill@lmha1.org	502-569-3452	502-569-6493



SECTION 8 INFORMATION FOR AN OWNER/MANAGER

Revised August 2008

Thank you for considering renting one or more of your units to families who participate in the Louisville Metro Housing Authority's (LMHA) Section 8 Housing Choice Voucher Program. The purpose of this document is to provide the information necessary to give you a basic understanding of the Section 8 program and how it works. We hope we have provided enough information for you to make a decision on whether or not to participate in the Section 8 program, but you are welcome to call our Landlord Liaison, Ms. Michele Jefferson, at 569-6948 if you have questions or need additional information.

WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The Section 8 Housing Choice Voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private rental market. Rental assistance payments are provided to owners on behalf of a family or an individual to enable them to lease decent and affordable housing. Most types of traditional housing, including single-family homes, townhouses, apartments and mobile homes, are eligible for participation in the program. A participant family is required to pay 30 percent of its adjusted gross income towards rent and utilities, and can pay up to 40 percent of income if the family wants to lease a unit that exceeds the approved payment standards. Payment standards are covered in the next section. If a participant is responsible for payment of any rent on the unit then it is the landlord's responsibility to collect the payment. The LMHA will make our assistance payments by direct deposit into the landlord's bank account on the first business day of the month.

HOW ARE RENTS AND ASSISTANCE PAYMENTS DETERMINED?

There are two tests that requested rents must pass in order to be approved by the LMHA.

1. The requested rent must be reasonable compared to rents charged for similar unassisted units in the area (rent reasonableness test). The LMHA performs a rent comparability analysis using rents for similar units in the same census tract to assure that requested rents are reasonable in comparison to rents being charged in the area. The LMHA has a data base with over 10,000 private market rents for use in this analysis.
2. The gross rent for the unit (rent to owner plus the utilities allowance) must be equal to or less than the maximum gross rent shown in Block 6 of the family's voucher. The maximum gross rent is the sum of the payment standard (discussed below) plus 10 percent of the family's adjusted income. This can be referred to as an affordability test. As noted elsewhere, the family is required to contribute 30 percent of adjusted income but may contribute up to 40 percent if it wishes to rent a unit where the gross rent is in excess of the payment standard. The 10 percent difference is added to the payment standard amount to determine the maximum gross rent.

Payment standards are used to control the affordability of units for the Section 8 program. These standards are established by bedroom size and are set at amounts generally needed for payment of rent to the owner plus utilities costs (gross rent) for moderately-priced dwelling units in the local housing market, e.g., 2BR=\$729 for 2008. Payment standards are used to determine the maximum amount of housing assistance a family will receive after subtracting the

month in which the payment is made. After the first payment is made the LMHA will pay our share of the rent payment to you on the first business day of each month.

HOW DOES THE PROPERTY OWNER SELECT A PARTICIPANT ON SECTION 8?

Being on the Section 8 program doesn't give the participants any special rights or privileges and participants should be screened for suitability for tenancy as any prospective renter would be. We strongly encourage owners/management agents to perform thorough screening of all applicants prior to admitting them as renters; owners/agents should check credit and criminal background; and, contact previous landlords for references on the applicants' residencies in previous units.

HOW MUCH CAN YOU COLLECT FOR SECURITY DEPOSIT?

Landlords may collect security deposits comparable to those being paid in the private market for unassisted participants. The security deposit should be collected at the time leasing documents are completed. If the unit does not pass the initial inspection (explained below) the deposit is to be returned to the Section 8 participant. The issue of payment of the security deposit should be settled before lease papers are submitted to the LMHA. Failure to collect a security deposit prior to the unit being approved for the program is not grounds for denying occupancy to the participant after the unit has been accepted for the program by the LMHA.

COMPLETING THE LEASING PAPERS-Getting the Process Started

Leasing Papers must be completed, signed and dated in ink. After the Leasing Papers have been completed, the participant will return them to the Section 8 Office and will sign them in front of a LMHA representative. An inspection of the unit will be scheduled by the Department of Inspections, Permits and Licenses. After the unit approval process is successfully completed copies of the leasing papers will be sent to the owner. All of the forms which make up the Leasing Papers are important so care should be taken to fill out the forms completely and legibly.

- 1) Residential Lease. Owners have the choice of using a standard/personal lease or the HUD Residential Lease which is provided to the participant. If the HUD Residential Lease is used every blank is to be completed except those marked with an ** on Page 1 which are related to the beginning and ending dates of the lease term. Entries are required on Pages 1, 3 and 5. The form is to be signed and dated. If a standard or personal lease is used it will be necessary to provide three copies of the lease to the LMHA. Standard/personal leases must be reviewed by the LMHA for acceptability at the time the Leasing Papers are submitted. The Tenancy Addendum, HUD 52641 A is required as an addendum regardless of which type of lease is used. The lease is the legal document between the owner and the participant governing rental and use of the unit. The LMHA is not a party to the lease and does not enforce the lease on behalf of landlords.
- 2) Housing Assistance Payment (HAP) Contract (Part A), Form HUD-52641. The HAP Contract is the legal document between the owner and the LMHA for payment of rental assistance on behalf of a program participant. Part A of this form provides the information specific to the rental unit and the entries on this form are similar to entries for the Residential Lease. Part B of the HAP Contract is the Body of the Contract and no entries or signatures are required.
- 3) Request for Tenancy Approval. This is a very important form and must be completed in its entirety. Care should be taken in completing the utilities section and the entries in this section must match the entries made in Part 3 - Utilities and Appliances of the Residential

WHAT HAPPENS IF THERE IS A PHYSICAL PROBLEM WITH THE UNIT WHILE THE PARTICIPANT IS UNDER LEASE?

The Section 8 participant is responsible for complying with the terms of the lease and is to take care of the unit in an appropriate manner. However, if there is a problem with a unit the resident is to first contact the landlord to get the problem resolved. If the landlord fails to make the necessary repairs, then the resident can request a complaint inspection through the Section 8 program. If the inspection verifies the existence of a Property Maintenance Code or Housing Quality Standards violation the landlord will be given a specified period of time to correct the violation. Depending on the circumstances, if not resolved, rents for the unit may be abated, the participant may be processed to move, and the unit may be removed from the program. Should an abatement occur the participant is required to continue pay his/her rent portion but is not responsible for paying the amount previously paid by the LMHA.

Residents are responsible for resident caused damages and damages can be assessed against the security deposit when the unit is vacated. If the participant or a family member or a guest damages the unit, the participant will be responsible for any damage caused while they are occupying the unit and can be taken off the Section 8 program if evicted for violations of the lease. The owner and the participant should work out how resident-caused damage will be repaired during occupancy.

If the participant is responsible for continued non-compliance with the Housing Quality Standards and the Property Maintenance Code, the Housing Authority will begin the process for removing the family from the Section 8 program. Payments to the owner will continue while this process is underway.

WHAT HAPPENS AFTER THE FIRST YEAR OF THE LEASE?

About six months prior to the expiration of the first 12 month lease the participant will be contacted for re-certification for continued participation. At that time both you and the participant need to decide if the lease will be renewed for another term. If you both are agreeable to renewal the participant will be given renewal papers which he/she will bring to you for completion. If you wish to renew you can request an increase in rent and the LMHA will review the request. You can add any legal amendments to the lease that you wish. The initial lease has a 12-month term and renewals are month-to-month unless the "Request to Amend Lease Agreement" (renewal form) states in Section 3-Amendment to Initial Lease- that the term is for another irrevocable 12 month term.



Property Owners



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Communicate instantly with thousands of prospective tenants through our safe and **secure dashboard**.



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Questions?

Call toll free at (866)466-7328





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inmuebles



¡Publique su
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Reciba el pago garantizado del arrendamiento de programas gubernamentales de vivienda como la Sección 8 (Section 8).



Comuníquese al instante con miles de posibles inquilinos mediante nuestro **tablero seguro**.



Acceda a información sobre arrendamiento en el mercado en tiempo real y sepa por qué suma podría rentar su inmueble con nuestra **herramienta gratuita de estimación de arrendamiento** en el mercado.



Reduzca los tiempos de vacancia con "**QuikMatch**", que hace que sus propiedades coincidan al instante con los mejores arrendatarios posibles.



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¿Alguna pregunta? Llame a la línea telefónica gratuita al (866) 466-7328





Screening Your Tenant

Use your regular screening criteria in selecting a tenant. We encourage rigorous screening.

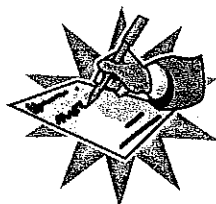
Some suggestions: You should have the family complete a written application to rent your property.

You should do a credit check and a police records check for each adult on the application.

You should also check with previous landlords for references and past rental history.

Be sure to complete your application process before you fill out lease papers for the family. **Once you complete the lease papers you have obligated yourself to rent your property.** Collect the security deposit before the lease papers are completed.

If the contract has not been written, the owner and the family may mutually agree to opt out of the lease. A written release, signed by both parties, will void out the lease papers. The Housing Authority must have a copy of this agreement.



Security Deposit

The family is responsible for their own security deposit. The amount you collect should be no more than what you are charging families not on Section 8. **The Housing Authority does not pay towards damages.** It is important that you collect your deposit before you fill out lease papers. If papers are completed and the unit passes inspection, the family cannot be denied possession of the unit because you have not collected your deposit. You must allow the family to move in and then go through the eviction process to get the family out.

Suggestion: Your security deposit agreement should be in writing. It should include the dates that any balances are due.



Memorandum

Date: July 12, 2021

To: Louisville/Jefferson County Landlords and Rental Property Managers

From: JD Carey, Executive Director of the Louisville Apartment Association
Art Crosby, Executive Director of the Lexington Fair Housing Council

Re: Lawful Source of Income Protections Under Lou. Metro Am. Ord. No. 146-2020

Effective March 2021, the Louisville Metro Council amended its ordinance on discriminatory practices to make it a violation to deny housing opportunities to an applicant based on his or her participation in the Housing Choice Voucher ("HCV") Program (sometimes called "Section 8"). Since then, there has been some confusion with information disseminated in regard to qualifying a potential tenant who has a Housing Choice Voucher. With this Memorandum, the Apartment Association hopes to resolve any confusion.

Landlords unfamiliar with the HCV program may unwittingly use rent-to-income ratio requirements in an incorrect manner. Market tenants can use up to 100 percent of their income to pay a landlord's rent. Under the HCV program rules, however, most HCV households generally pay at least 30% of adjusted monthly income, (see 24 CRF 982.1). Minimum income requirements for rental properties are common but are often incorrectly applied for voucher holders. Landlords often require that applicants make three times the amount of monthly rent. For an applicant using a voucher, this requirement should only be applied to their portion of rent not covered by the voucher. In order to calculate the rent-to-income ratio of a prospective HCV tenant, a landlord should only consider the portion of the rent that the HCV applicant would actually be solely responsible to pay.

For example, if a unit's total monthly rent is \$1,000 (This would include rent and utilities paid by the tenant) and the tenant is responsible for paying \$200, the housing voucher covers the remaining balance: \$800. Therefore, a legal income requirement would be three times the tenant's portion of rent, $\$200 \times 3$, which is \$600 per month or \$7,200 per year. The landlord may

only require that the tenant make \$600 per month. If the landlord were to instead say that the applicant's income must be three times the total rent, or \$3,000 per month, that would be discriminatory. This is because such an income requirement would likely disqualify many, if not all, voucher holders applying since individuals only qualify for vouchers if they make less than a certain income amount.

If a landlord determines the rent-to-income ratio, which is based on the amount of rent the applicant is responsible to pay, does not meet their requirements they should proceed with following:

- Do not deny the applicant based on income.
- Advise the applicant that further review is necessary based on their rent-to-income ratio.
- Refer them back to their case worker to determine eligibility.

A landlord or property manager may not refuse to rent to a tenant just because the tenant is an HCV holder. To avoid unlawful discrimination against HCV holders, landlords and property managers should not:

- Advertise that they are not renting to HCV or Section 8 tenants. It is illegal to discriminate against a potential lessee based on his or her source of income.
- Refuse to process a prospective renter's application because he or she has a voucher.
- Treat voucher holders less favorably than other potential tenants by inflating rents or screening such applicants more stringently.

The Lou. Metro Am. Ord. No. 146-2020 does not require landlords or property managers to rent to a tenant just because he or she is an HCV holder. Landlords and property managers should:

- Screen voucher holders as they would any other prospective tenant, using the same, neutral criteria.
- Document the selection criteria they use to screen rental applicants so that if they are ever accused by a prospective tenant of discriminating against voucher holders, they will be able to show that they use the same standards for all applicants.



OIG Fraud Bulletin

October 19, 2022

OFFICE of
INSPECTOR GENERAL
UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

Landlord Overcharging Section 8 Tenant Fraud Scheme

The U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program (Section 8 housing) is the Federal Government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. The voucher program helps eligible HUD beneficiaries by covering a portion of their rental costs each month.

Section 8 vouchers are administered locally by public housing agencies (PHAs) who receive Federal funding from HUD to administer the voucher program. A Housing Assistance Payments Contract (HAP contract) between the landlord or owner and the PHA establishes the "total rent" received by the landlord or owner, which consists of:

- the monthly housing assistance payments by the PHA to the owner.
- the portion of rent paid by the tenant directly to the owner.

Landlords are prohibited from requiring tenants to pay rent in excess of what is authorized by HAP contracts. The Landlord may ***not*** demand or accept any rent from the tenant in excess of the contracted amount and must immediately return any excess rent payment to the tenant. Further, the Landlord may ***not*** charge HUD-assisted tenants higher rents for Section 8 funded units than they charge to other tenants in units that are not funded with Section 8 vouchers.

Landlords cannot change the rent without obtaining approval from the local housing authority and cannot avoid Federal rent limits by making side deals with tenants.

Additional Fees or Charges - Section 8 landlords may require additional side payments from tenants above the rents stated in the lease or reported to the housing authority as a condition of leasing, however, **nonpayment of any such additional charges is not grounds for termination of tenancy.** These additional payment demands may include rental charges for:

- washers and dryers
- renter's insurance
- parking (covered and uncovered)
- garage rental
- storage space rental
- month-to-month lease fees
- pest and bedbug control
- internet and cable service



PARTICIPANT BRIEFING SUMMARY AND GENERAL INFORMATION
PLEASE READ ALL OF THE INFORMATION CAREFULLY!

1. LOCATION

All Section 8 participants have the choice of living anywhere in the USA. If they wish to move anywhere outside of the Louisville Metro area, they must be in good standing and complete a Portability Form.

However, there are restrictions for new families admitted to the program. At the time the family applied for assistance, if they did not have domicile in the Louisville Metro area, they will have to lease up in the Louisville Metro area for at least one year.

2. WHEN YOU FIND A PLACE YOU WISH TO LIVE, DO THE FOLLOWING:

- A. Look at the unit to be reasonably sure it will pass inspection. (See the "Good Place to Live Booklet"). A landlord may request that you provide past rental history. On your computer generated worksheet, the name and address of your current landlord is listed. You may give your new landlord this information so they can conduct a background check on your past rental history.

The unit must be ready for inspection when you bring your lease papers to the Section 8 Office.
IT MAY NOT BE OCCUPIED BY ANOTHER FAMILY, UNDER CONSTRUCTION NOR NEEDING REPAIRS.

B. YOU ARE RESPONSIBLE FOR THE PAYMENT OF YOUR SECURITY DEPOSIT.

- C. USE INK ONLY. Ask the landlord to fill out, sign and date, the following papers:

1. Residential Lease Form on 3 part NCR Paper or 3 copies of landlord lease if they have own lease. Do not sign any lease not approved by the Housing Authority.
2. Request for Tenancy Approval
3. Check in/out form (client should complete and landlord must sign)
4. W-9 Tax Form (New Section 8 Landlords must complete. HAP Payments will not begin unless document is on file in our Fiscal Department.)
5. Housing Assistance Payment Contract (Part A to be completed by landlord)

Note: Tenancy Addendums will be required for all leases. Part B and C of HAP Contract is included for informational purposes.

Clients do not sign, or date these papers until you return them to the Section 8 Office. After a landlord has completed your lease papers; you must get a written release from the landlord if you change your mind about renting the unit. If you do not get a written release, you cannot be issued another set of lease papers and certified for rental assistance.

Review the lease papers to be sure the landlord completed them correctly before bringing them to the Section 8 Office. If the lease papers are not correct, the papers will be returned to you for the landlord to make all necessary repairs/corrections. This delays the timely processing of inspections and housing assistance payments.

3. AFTER THE PROPERTY OWNER HAS COMPLETED YOUR LEASE PAPERS, DO THE FOLLOWING:

- A. Bring your lease papers to the Section 8 office any day Monday - Thursday, 8:30 AM - 4:30 PM. We will not see you on Fridays.
- B. Once the Section 8 Department accepts the lease papers, the Inspection Department will attempt to schedule the inspection. The Inspection Department Fax # is 587-1994. The Inspection Department will try to schedule the inspection within 10-14 working days. It might take longer depending upon staffing levels. The client may be at the unit if they wish during the inspection, if they ask the property owner.
- C. WHEN TO ARRANGE OCCUPANCY OF A UNIT.
Once a unit passes inspection, do the following:
NEW FAMILIES make arrangements with the landlord once notice in writing has been issued stating the unit has passed inspection. The client can move in the same day that the unit passes inspection.
Current Section 8 Participants once written notification has been received, can move in the day that the unit passes provided they are in the final month of the current lease or the current lease has already expired. Landlord must give keys to the tenant once notice has been issued stating the unit has passed inspection.
For both New Families and Participants the family has (14) fourteen calendar days to move into the unit once the unit passes inspection.
- D. When the landlord asks for the first months rent, pay the amount of #3 on your Housing Choice Voucher, 30% of your monthly-adjusted income. Within a couple of weeks both the tenant and landlord will receive a formal rent-portion letter from the Housing Authority. If the tenant's share of rent is less than what was paid, be sure to get a refund or have it applied toward the next month's rent. If the unit passes inspection other than the first day of the month, the client shall pay a prorated amount for the first month's rent.
- E. For initial occupancy, the tenant cannot pay any more than 40% of their monthly-adjusted income toward Gross Rent (Contract Rent plus Utility Allowance).
Please tell your landlord it will take the Section 8 Office a few weeks before we send the property owner the first HAP check. However, after the first month, we will send the check regularly around the first of each month. If the unit passed inspection any day other than the first day of the month, then Section 8 will send the landlord a prorated rent check for the first month only.

4. **IF THE NEWLY LEASED UNIT FAILS INSPECTION, ONLY THE TENANT CAN REQUEST A REINSPECTION**
If the unit fails inspection, talk to the landlord to see if he/she will make the repairs quickly. If the landlord makes the repairs; you may call your Section 8 Representative to request a reinspection. If the landlord will not make the repairs timely, you may come in to this office to pick up another set of lease papers if your Housing Choice Voucher has not expired.
5. **HOUSING CHOICE VOUCHER ISSUANCE**
At the briefing, the Housing Choice Voucher will be issued for 120 days. This is the maximum amount of time you will get to locate a unit. See Section 8 of the Housing Choice Voucher.
6. **ANNUAL RECERTIFICATION**
All participants must update information each year at a recertification appointment. You will get a letter stating the date and time of this required appointment. At this time, both you and the landlord will have the option of renewing or canceling the lease. This will be about 90-120 days before your lease end date. If you fail to keep this appointment, your assistance may be terminated.
APPOINTMENT: ONLY ONE APPOINTMENT WILL BE SCHEDULED. BRING YOUR APPOINTMENT LETTER WITH YOU WHEN YOU COME TO YOUR APPOINTMENT. DO NOT BE LATE FOR YOUR APPOINTMENT.
7. **INITIAL LEASE TERM**
Each time you move the first year in a new unit is an initial 12-month lease. You cannot break the lease without agreement from the landlord. Once you have attended a briefing, if you decide to stay in your current unit, you must have the new lease papers completed and go under a new 12-month lease.
8. **EARLY LEASE CANCELLATIONS**
If you wish to cancel your lease early (before the annual expiration date) you must call the Section 8 Office and request an early lease cancellation appointment. You will receive an appointment letter and information on what to bring. **DO NOT MOVE FROM YOUR UNIT WITHOUT APPROVAL OF SECTION 8 OR YOU WILL LOSE YOUR ASSISTANCE.** A proper written 30 days notice to the Landlord will be issued at the appointment.
9. **CHANGES IN INCOME OR FAMILY COMPOSITION**
Refer to #1 of the Program Obligations. **YOU MUST CALL THE SECTION 8 OFFICE TO SCHEDULE A CHANGE APPOINTMENT. IF YOU FAIL TO REPORT CHANGES TIMELY, YOU MAY HAVE TO REPAY THE SECTION 8 OFFICE AND/OR LOSE YOUR RENTAL ASSISTANCE.**
10. **EXTENDED STAYS AWAY FROM YOUR ASSISTED UNIT**
If any family member is away from the assisted unit for more than 30 days, you must contact this office. Extended stays away from the unit without notifying the Housing Authority could cause you to lose your rental assistance.
11. **HEAD OF HOUSEHOLDS WHO ARE UNABLE TO CONDUCT SECTION 8 BUSINESS**
If the head of household cannot conduct Section 8 business, they may provide a written statement for another adult to appear on their behalf, but, the only way another adult can sign documents on behalf of a head of household, is with a Power of Attorney Order or establishment of legal guardianship.
12. **CALCULATING CLIENT INCOME**
Client income is calculated for a 12-month period. Therefore, the income we count is projected for what you will earn over a year's time. This office calculates based upon Year to Date Earnings. This method accommodates irregular and/or seasonal earnings. A client with Seasonal Employment (works less than 12 months) will have their earnings based upon the amount earned while employed. The rent paid by the client will be averaged over the 12-month period. No change can be reported to this office during the months the client does not work as the rent amount has already been adjusted to accommodate the Seasonal Employment Income.
13. **GENERAL INFORMATION**
The Section 8 Office is not your landlord. We subsidize your rent in a unit you choose which passes inspection. You have the same rights and obligations as any tenant renting on the open market. The Section 8 Office cannot find a unit for you. You must find your own unit. Listings of vacant units are available in our lobby and updated weekly. If the unit is Handicapped Accessible, it will be marked with H.A. We encourage you to ask new landlords to rent to you under the Section 8 program. We do not screen landlords. A packet of information for new landlords is available by contacting our office at 569-6060, Extension 135.

The Section 8 Office is available to assist you in resolving problems concerning:
Failure of property owners to maintain units in accordance with HUD Housing Quality Standards.
General information regarding the Section 8 programs.
Eviction notices or threatened eviction.
14. **LEGAL ASSISTANCE**
If you are in need of legal advice, we recommend you call the Legal Aid Society of Louisville at 584-1254, or contact a private attorney.

Understanding and Using Your Voucher

You keep your voucher; you may show your voucher to the landlord, but they do not keep it, you will need it for future places you look at.

BOX 1: The number of bedrooms you were approved for.

BOX 2: The base payment standard for rooms you were approved for in box 1.

BOX 3: 30% of your household's adjusted gross income.

BOX 4: Estimated amount section 8 will pay each month for the place you rent. (This is an estimate, not a final number)

BOX 5: 40% of your household's adjusted gross income.

BOX 6: Max amount gross rent can be *See below for example*

***Gross Rent:** Is calculated by adding the rent requested by landlord plus the utility allowance from the utility chart.

BOX 7: Date your voucher was issued

BOX 8: Date your voucher will expire. You must have lease papers turned in before this date to avoid losing your section 8.

BOX 9: Name of Head of Household (your name)

BOX 10: Where you will sign

BOX 11: Where you will date

BOX 12-15: Completed by the Housing Authority Representative.

EXAMPLE:

HOUSING CHOICE VOUCHER Section 8 Tenant-Based Assistance Housing Choice Voucher Program		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		Current Lease Expires	
Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor a collection of information unless it displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.					
<i>Example</i>					
Please read entire document before completing form. Fill in all blanks below. Type or print clearly.					
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the family qualifies and is used in determining the amount of assistance to be paid on behalf of the family to the owner.)					
2. Payment Standard	3. Total Tenant Payment (TTP)	4. Estimated Subsidy	5. 40% Monthly Adjusted Income	6. Maximum Gross Rent	
700	0	700	3	763	

HOUSING CHOICE VOUCHER Section 8 Tenant-Based Assistance Housing Choice Voucher Program		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		Current Lease Expires	
Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor a collection of information unless it displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.					
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Please read entire document before completing form. Fill in all blanks below. Type or print clearly.					
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the family qualifies and is used in determining the amount of assistance to be paid on behalf of the family to the owner.)					
2. Payment Standard	3. Total Tenant Payment (TTP)	4. Estimated Subsidy	5. 40% Monthly Adjusted Income	6. Maximum Gross Rent	
918	37	881	49	930	

HOUSING CHOICE VOUCHER Section 8 Tenant-Based Assistance Housing Choice Voucher Program		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		Current Lease Expires	
Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor a collection of information unless it displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.					
<i>Example</i>					
Please read entire document before completing form. Fill in all blanks below. Type or print clearly.					
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the family qualifies and is used in determining the amount of assistance to be paid on behalf of the family to the owner.)					
2. Payment Standard	3. Total Tenant Payment (TTP)	4. Estimated Subsidy	5. 40% Monthly Adjusted Income	6. Maximum Gross Rent	
1229	228	1001	298	1229	

For questions about your voucher contact Rose McCarty at 502-569-6084 or email mccarty@lmha1.org



To landlords and Section 8 voucher holders,

Beginning **March 1st, 2023**, LMHA will institute the following changes to its leasing process in order to be in line with Federal regulations and HUD guidance:

1) Elimination of model lease

Voucher holders will no longer have a model lease (aka the "LMHA lease") in their briefing packets. Further, the "LMHA lease" will no longer be required, and as of July 1, 2023, will no longer be accepted as the executed lease for voucher holders. Rather, landlords will execute their own lease with assisted tenants and send a copy to LMHA for retention. Please note that the lease must align with and have attached the entire HUD-required Tenancy Addendum. Prospective tenants will have a copy of the Tenancy Addendum and the Tenancy Addendum is available online at <https://www.hud.gov/sites/dfiles/OCHCO/documents/52641A.pdf>. Finally, if a landlord has a model lease for unassisted tenants, the exact same lease must be used for assisted tenants.

2) Changes in document submission

Tenant's briefing packets will contain the Request For Tenancy Approval (RFTA) and a Lead Disclosure form. The tenant will submit the RFTA to LMHA, and if approved, an inspection will be scheduled. The lead disclosure document is provided as a courtesy. If the unit was built before 1978, the form should be completed and retained by the landlord with a copy going to the tenant.

After a unit passes inspection, the landlord and tenant will execute a lease with the above-listed requirements. The start date of that lease, as negotiated between the tenant and landlord, will also serve as the start date for the HAP contract. The HAP contract (<https://www.hud.gov/sites/dfiles/OCHCO/documents/52641.pdf>) is to be completed by the landlord and both the HAP contract and executed lease (with the entire Tenancy Addendum incorporated and attached) must be submitted either electronically to leasepapers@lmha1.org or brought to the Section 8 office: 600 South Seventh Street, Louisville, KY 40203.

Thank you for your time and attention to these changes,

Louisville Metro Housing Authority

Housing Choice Voucher Program Office: 600 S. 7th Street, Louisville, KY 40203 | Main: (502) 569-6060 | TDD: (502) 587-0831 | Fax: (502) 587-0831



Notice of Right of Reasonable Accommodation: If you or someone else in your household has a disability - and as a result of this disability, this person needs a reasonable accommodation in order to participate fully in the Housing Choice Voucher Program - please contact the Housing Authority to discuss accommodation options.



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

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

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

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

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.

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

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:

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household, 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity 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. 24 CFR 5.2009(a).

18. 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.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

**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

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.

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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- 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.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

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

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.

- (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.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.)(VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

penalizing the victim of the criminal activity 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. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. Confidentiality.

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. 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.

12. Lease: Relation to HAP Contract

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

13. 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.

14. Family Move Out

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

15. 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.

16. 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

Housing Choice Voucher Incentive Fee (For new units to an HCV family)

To encourage owner participation in the HCV Program and increase the inventory of one-bedroom units available to HCV families within the Louisville Metro area, LMHA will pay an incentive fee of up to \$1,000. LMHA will provide a one-time \$500 payment to owners for leasing a new unit to an HCV family. LMHA will also offer an additional \$500 payment at the one-year anniversary of the housing assistance payment (HAP) contract to owners who lease a new one-bedroom unit to HCV families. **For the purposes of this activity, a unit will be considered "new" and eligible for an incentive fee if the unit has never been previously leased to another LMHA HCV participant.**

The first \$500 incentive fee will be paid during the first month of the HAP contract for a unit with any number of bedrooms. The second \$500 incentive fee will be paid following the first anniversary of the HAP contract's effective date for a one-bedroom unit. Should the HAP contract be terminated for any reason within the first year, the owner will not receive the second \$500 installment.

Address of New Unit to be considered _____

Number of Bedrooms _____

Owner Info: Company Name _____ ID # _____

Mailing address _____

Phone _____ Fax _____

Company EMAIL _____

Tenant Info: Name _____ ID # _____

Housing Authority info:

Approved by _____ Date _____

Tracking reference number _____

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Address of New Unit to be considered _____

Number of Bedrooms _____

Owner Info: Company Name _____ ID # _____

Mailing address _____

Phone _____ Fax _____

Company EMAIL _____

Tenant Info: Name _____ ID # _____

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Address of New Unit to be considered _____

Number of Bedrooms _____

Owner Info: Company Name _____ ID # _____

Mailing address _____

Phone _____ Fax _____

Company EMAIL _____

Tenant Info: Name _____ ID # _____

Housing Authority info:

Approved by _____ Date _____

Tracking reference number _____

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

A Good Place to Live!

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.

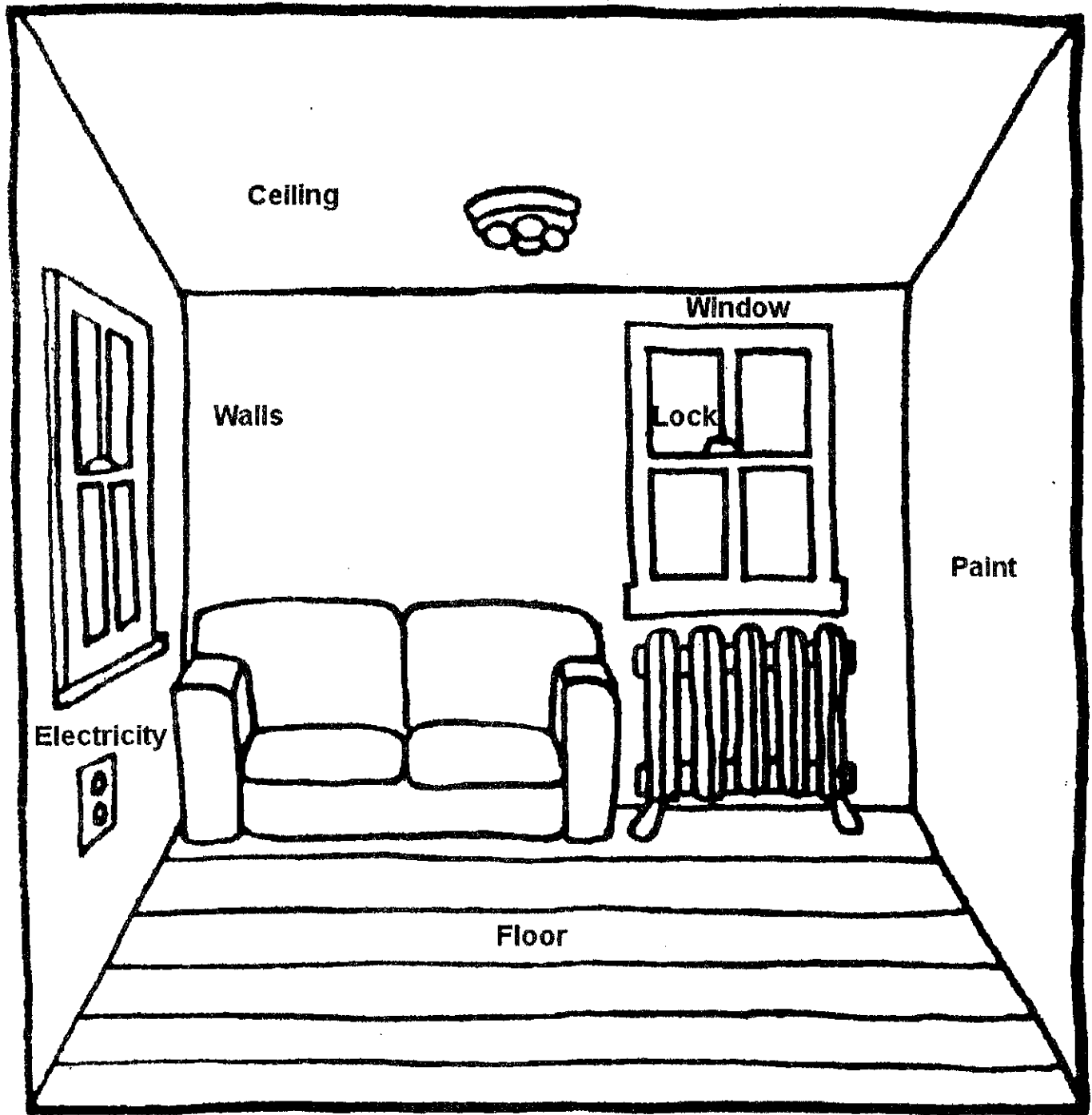
Window

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.



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.

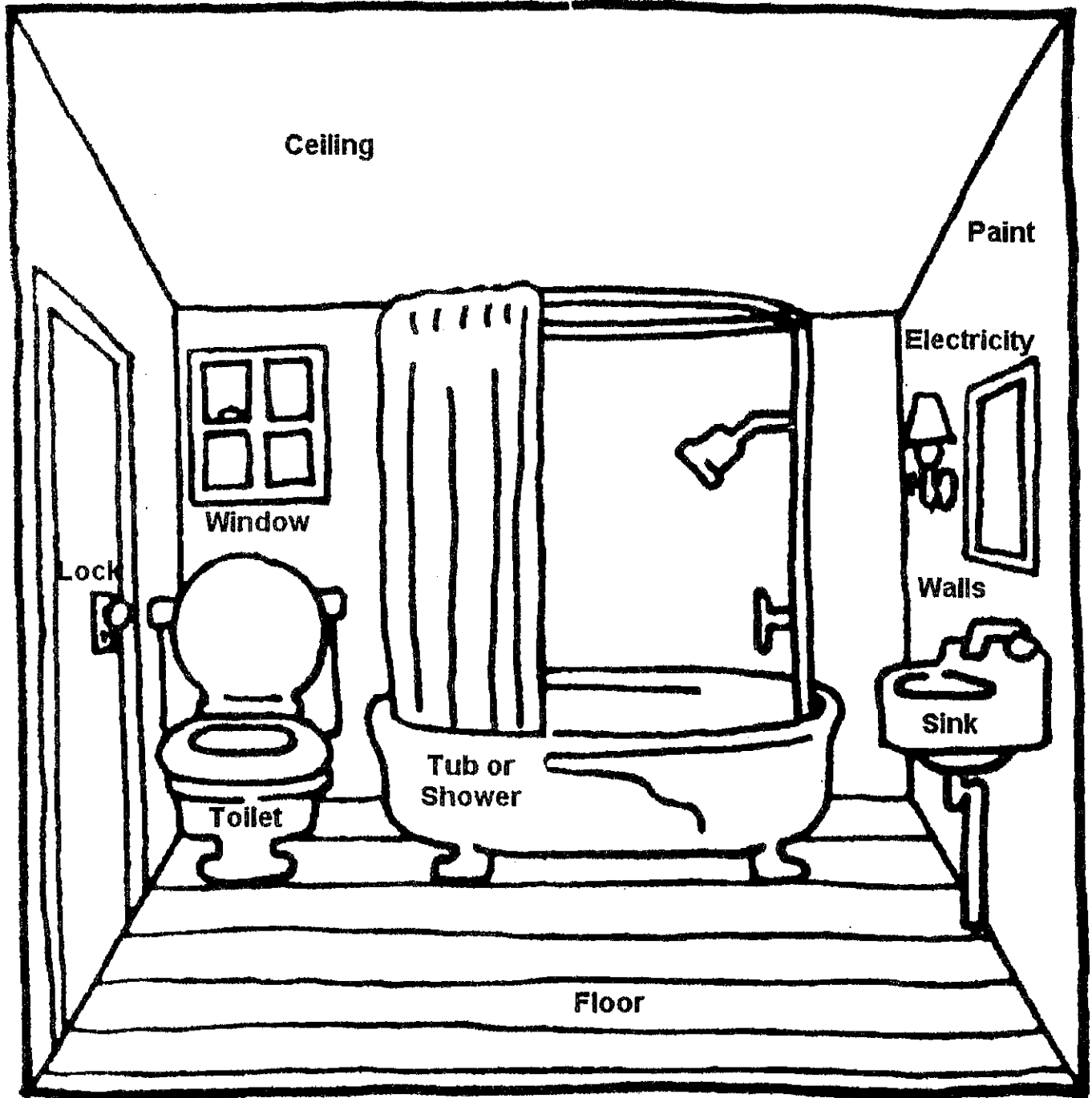
Paint

- 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.



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.

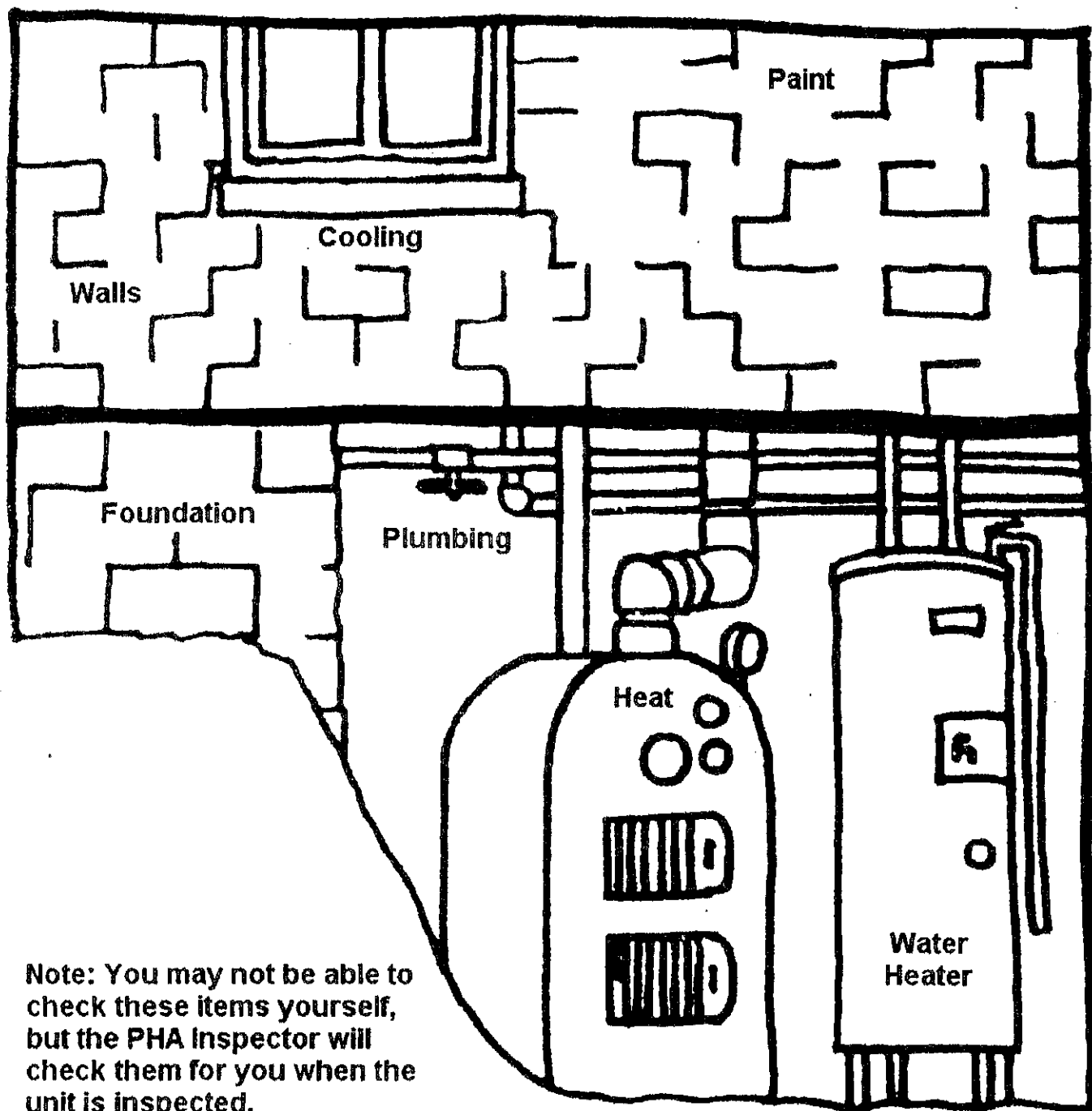
Chimneys

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.



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.

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).

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

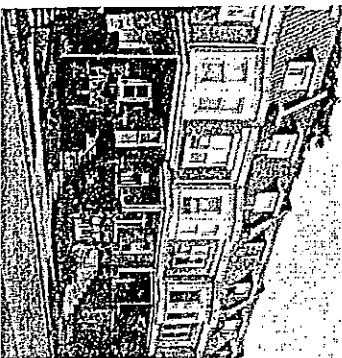
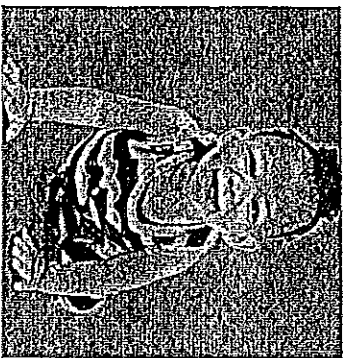
You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

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.



Protect Your Family From Lead in Your Home

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

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

Read this entire brochure to learn:

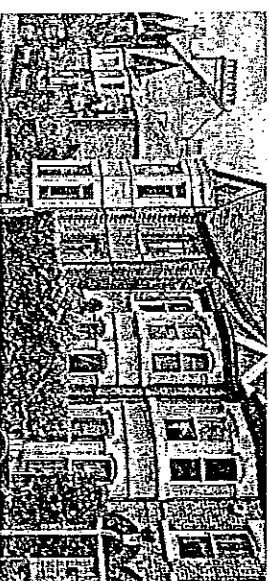
- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

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

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

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

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



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

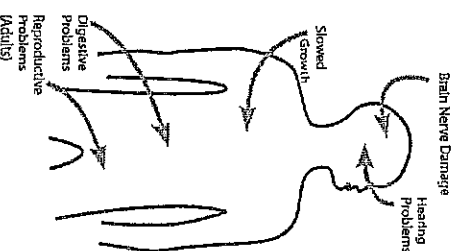
Health Effects of Lead

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

In children, exposure to lead can cause:

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

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



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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

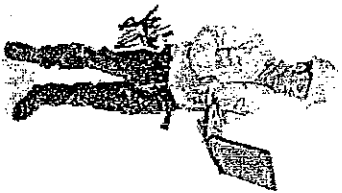
Your doctor can explain what the test results mean and if more testing will be needed.

Checking Your Home for Lead

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

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

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



Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Reducing Lead Hazards, continued

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

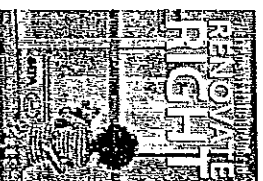
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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

EPA-747-K-12-001
September 2013

THE LEAD-SAFE-CERTIFIED GUIDE TO

RENOVATE RIGHT

WARNING
LEAD WORK AREA
POISON
NO SMOKING
OR EATING

CAUTION

CAUTION

CAUTION

CAUTION

CAUTION

CAUTION

CAUTION

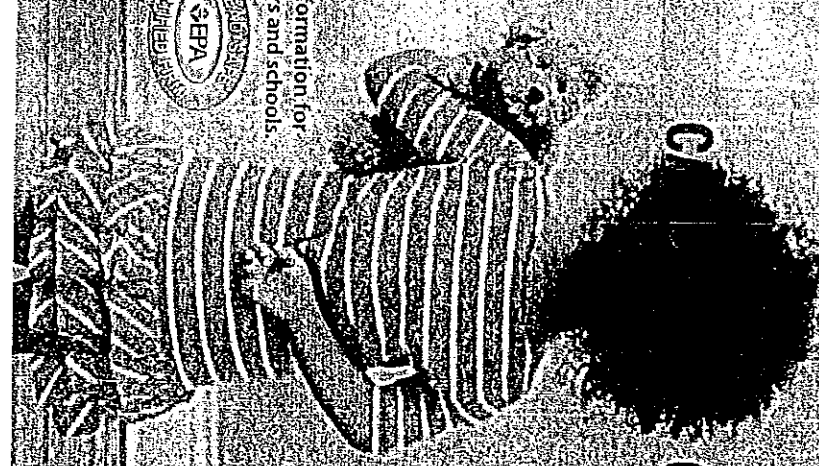


1-800-424-LEAD (5323)
www.epa.gov/getleadsafe

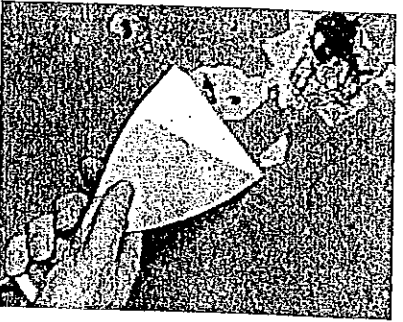
EPA-740-K-10-001
April 2010



Important lead hazard information for families, child care providers and schools



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

- Lead can affect children's brains and developing nervous systems, causing:
- Reduced IQ and learning disabilities.
- Behavior problems.

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

- Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:
- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush or blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



What should I do if I am concerned about my family's exposure to lead?

- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.

For more information about the health effects of exposure to lead, visit the EPA lead website at www.epa.gov/lead/pubs/leadinfo.htm or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering house.

WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

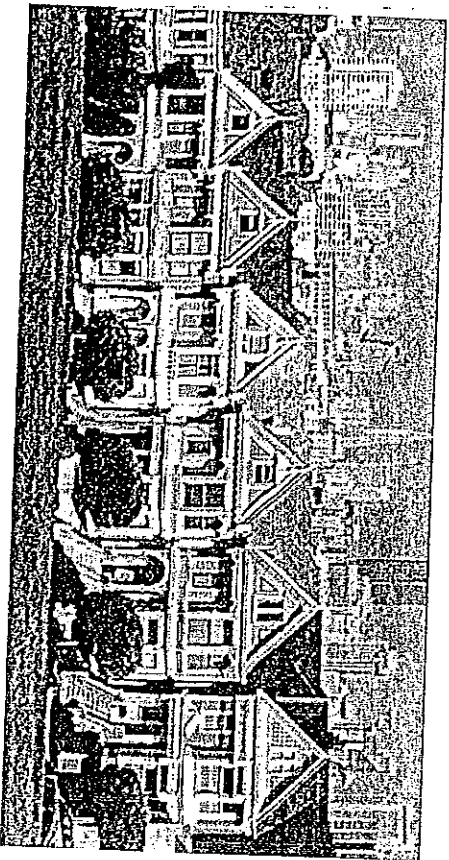
Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

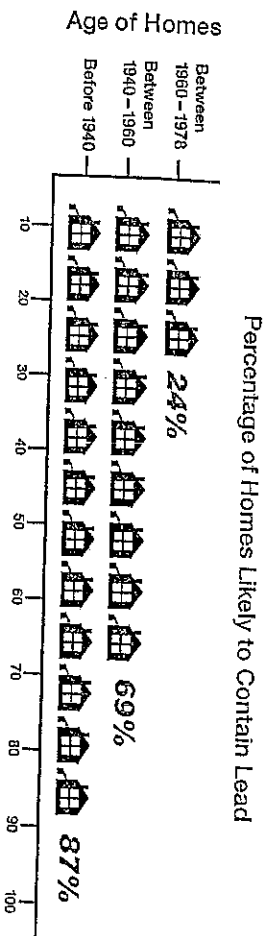
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.

• For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead using a lead test kit. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

PREPARING FOR A RENOVATION

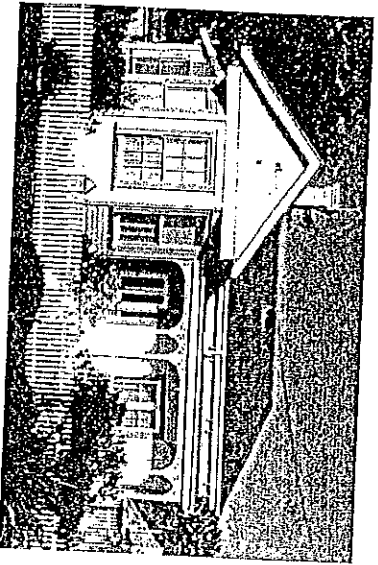
The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
 - A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
 - A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
 - A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
 - To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.
- You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

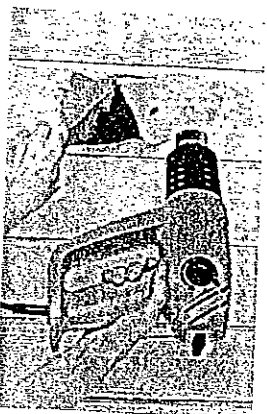
1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.

These will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 2

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

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-6444

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
www.cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
www.cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
www.hud.gov/offices/lead/



FACT SHEET

EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

BACKGROUND

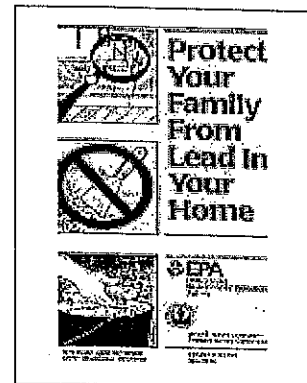
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.



Lead Hotline - The National Lead Information Center

Questions about lead in drinking water?

Contact the [Safe Drinking Water Hotline](#)

The National Lead Information Center (NLIC) provides the general public and professionals with information about lead, lead hazards, and their prevention. The NLIC operates under a contract with the U.S. Environmental Protection Agency (EPA), with funding from EPA and the Department of Housing and Urban Development (HUD).

For questions about lead in drinking water, contact the [Safe Drinking Water Hotline](#).

Contact the National Lead Information Center to receive a general information packet, to order other documents, or for detailed information or questions.

- By E-mail: Use the form below to send us your comments, questions, and/or document requests.
- Online Document Request: You may use our online [Document Request Form](#) to order documents electronically.
- By Phone: Call and speak with a specialist Monday through Friday, 8:00 am to 6:00 pm Eastern time (except federal holidays) at 1 (800) 424-LEAD [5323].
- By Recorded Message: The NLIC telecommunications systems has the capability to receive recorded messages in English and Spanish 24-hours a day, seven days a week at 1 (800) 424-LEAD [5323].
- By Fax: 585-232-3111
- By Mail: 422 South Clinton Avenue, Rochester, NY 14620

Complete the form below and include your comments or questions and we will get back to you as soon as possible.

Your Name

NATIONAL LEAD INFORMATION CENTER, 800-LEAD-FYI

HOME REPAIRS AND RENOVATIONS: WHAT YOU SHOULD KNOW ABOUT LEAD-BASED PAINT

Any house or apartment built before 1978 may contain lead-based paint. Most homes built before 1960 contain lead-based paint. Lead-based paint produced before 1960 contains higher concentrations of lead than paint manufactured in later years.



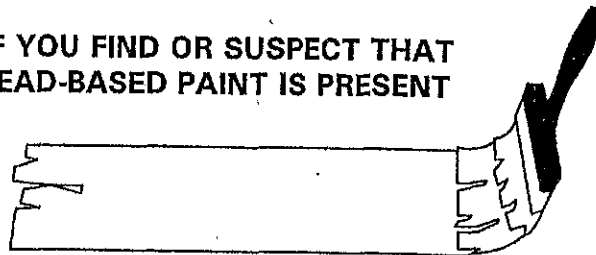
Lead-based paint can be on walls, ceilings, woodwork, windows, and sometimes floors. When lead-based paint on these surfaces is broken, sanded, or scraped, it breaks into tiny, sometimes invisible, pieces that your child may swallow or inhale. Even small repair and renovation jobs, including repainting projects, can create enough lead dust and chips to harm your child.

BEFORE YOU REPAIR OR RENOVATE

BEFORE you disturb a surface with old paint on it, you should, if possible,

- Call your local health department and ask if they can test your home for lead-based paint. If the health department cannot test, ask them who can.
- If lead-based paint is found in your home, have the repair or renovation done by a worker who has been trained to protect your family and home from exposure to lead dust and chips.

IF YOU FIND OR SUSPECT THAT LEAD-BASED PAINT IS PRESENT



You should **AVOID** the following activities, which can produce paint dust and chips, in areas of your home where you know or suspect there is lead-based paint:

- scraping, sanding, or using a heat gun on painted surfaces before repainting;
- making holes in walls to get at pipes or install electrical outlets;
- tearing out walls;
- repeatedly bumping furniture or other objects into painted walls;
- unnecessarily opening and closing windows with painted frames and sills.

If you must do repairs or renovations yourself in areas where you know or suspect lead-based paint is present, you **SHOULD**

- Move children and pregnant women to another apartment or house until work is completed and the area is properly cleaned.
- Cover exposed areas. If the area is small, such as an electrical outlet, keep that area covered until repair and cleanup are completed. If the area being worked on is large, such as a wall being torn down, use plastic coverings to seal off entrances and ducts and to protect furniture, carpets, rugs, and floors from paint dust and chips. Dispose of the plastic carefully.

LouisvilleKy.gov

HOUSING & COMMUNITY DEVELOPMENT

Contact

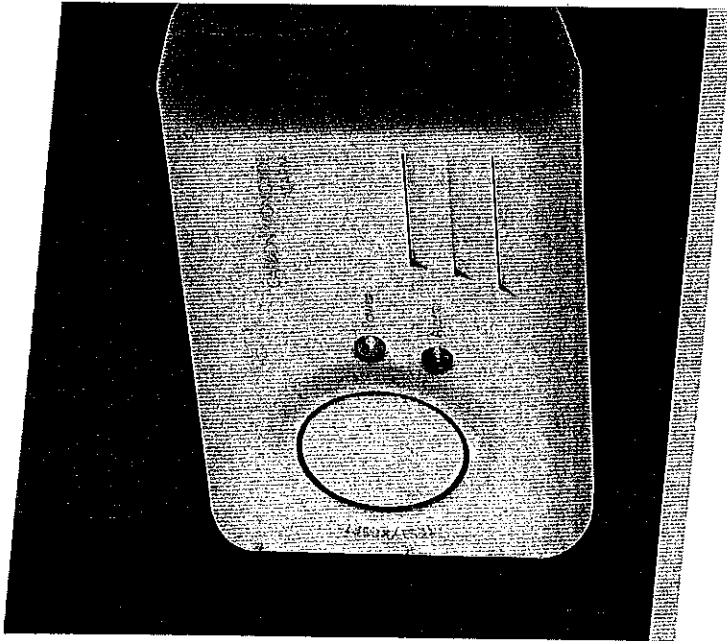
Housing & Community Development
(502) 574-5850

444 S. 5th Street, Suite 500
Louisville, KY 40202
8:00am - 5:00pm

Lead-Safe Louisville



The Lead-Safe Louisville Project is a partnership between the Office of Housing and Community Development and the Louisville Metro Department of Public Health and Wellness.



Owners of properties that receive federal rental assistance have an important role to prevent potential loss of life and severe injury associated with carbon monoxide (CO).

BE ALERT

Each year more than 400 Americans die from unintentional CO poisoning not linked to fires, more than 20,000 visit the emergency room, and more than 4,000 are hospitalized.

OUR MISSION

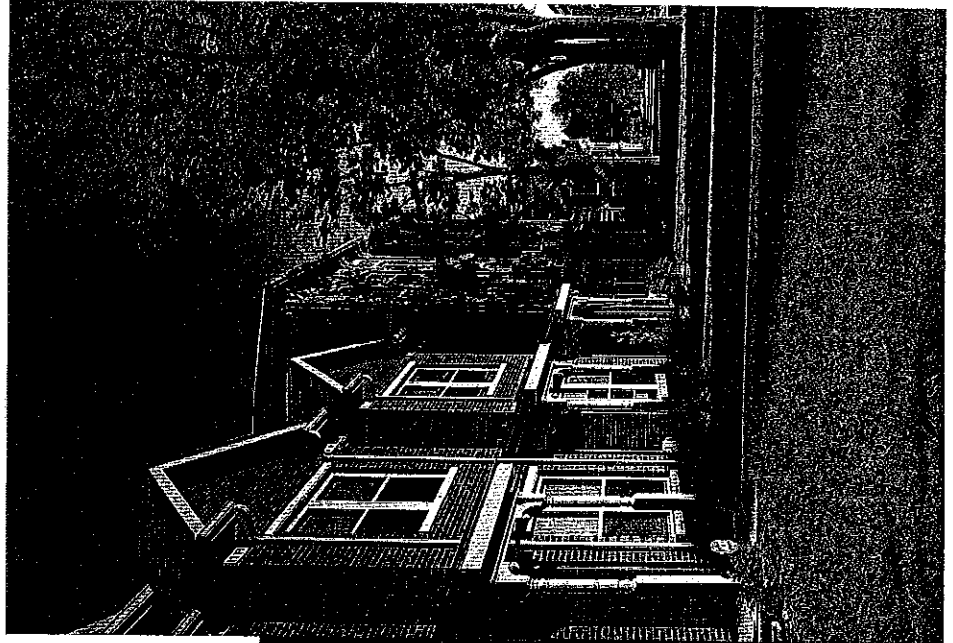
Louisville Metro Housing Authority will set a standard of operational excellence in providing quality, affordable housing opportunities for residents to achieve self-sufficiency and an enhanced quality of life, and collaborating with community partners to build strong, viable neighborhoods.



We Strive to Enhance Lives,
Build on Strengths and
Create Community.

CARBON MONOXIDE DETECTION

New HUD Guidelines
Property Owner's Guide



Contact Us

 www.LMHA1.org

 +502-569-6060

 420 S. 8th Street
Louisville, KY 40203

REQUIREMENTS:

For the safety of our tenants, Carbon Monoxide detection is required in all HCV program homes with **ANY** of the following:

01. A fuel-burning appliance

02. A fuel-burning hot water heater

03. A fuel-burning fireplace

04. A fuel-burning furnace

05. An attached garage

DETECTION TYPES:



In units built **BEFORE** January 1st, 2019, a 10-year lithium battery-powered CO detector may be used



In units built **AFTER** January 1st, 2019, hard-wired CO detection must be used

SYMPTOMS

of Carbon Monoxide Poisoning

- Weakness
- Upset Stomach
- Dizziness
- Confusion
- Chest Pain
- Vomiting
- Difficulty Breathing

**Seek prompt medical attention by calling 911 or the Kentucky Regional Poison Center at 1-800-222-1222 if you suspect carbon monoxide poisoning **



REMINDER:

HUD requires CO detectors installed by December 27, 2022

CO Detection Q and As for "Existing" Buildings (constructed BEFORE Jan 1, 2019)

1) Does my dwelling unit require CO detection?

Yes, if *any* of the following apply:

- The unit contains a fuel-burning appliance or is located in a building with a fuel-burning appliance
- The unit contains a fuel-burning fireplace or is located in a building with a fuel-burning fireplace
- The unit is served by a fuel-burning, forced-air furnace
- The unit is located in a building with an attached private garage

2) What are the requirements of a CO detection system?

- For hard-wired CO detection systems requirements, see "CO Detection Q and As for "New" Buildings"
- May be solely battery-operated
- If battery-operated, must be listed in accordance with UL 2034 (check packaging)
- Must be powered by 10-year lithium batteries

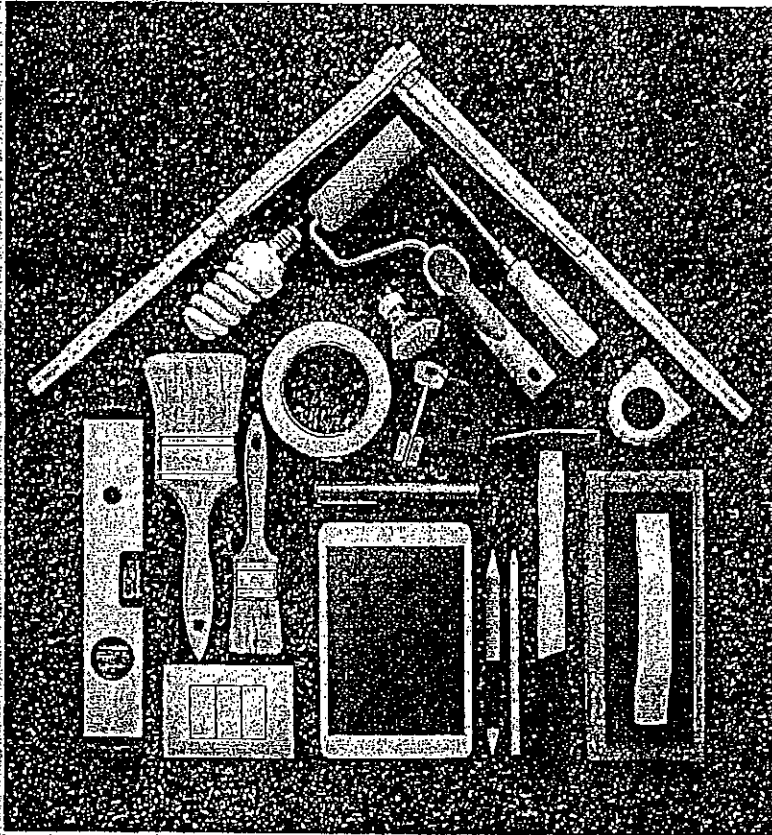
3) Are combination carbon monoxide/smoke detectors allowed?

- Yes, but must be listed in accordance with UL 2034 and UL 271

4) Where should CO detection devices be placed?

- If a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom
 - *Bedroom must also comply with all local code
- Otherwise, CO detection devices shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms

HOME REPAIR PROGRAMS



Louisville Metro is committed to creating a livable and sustainable community with vibrant neighborhoods and exciting urban centers. Our housing programs help maintain, develop and offer purchasing assistance for safe and affordable housing to income-qualified citizens.



OFFICE OF
**HOUSING &
COMMUNITY
DEVELOPMENT**

A Division of Develop Louisville

Landlord and Tenant Legal Resources:

*Important Notice to Landlords:

*You should seek legal advice. LMHA does not provide legal advice to Landlords or to Tenants.
We provide general resources and information.*

Please refer to the legal resources listed below:

CHAPTER 151: LANDLORD AND TENANT CODE

[http://www.amlegal.com/nxt/gateway.dll/Kentucky/loukymetro/louisvillejeffersoncountymetrogovernment?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:louisville_ky](http://www.amlegal.com/nxt/gateway.dll/Kentucky/loukymetro/louisvillejeffersoncountymetrogovernment?f=templates$fn=default.htm$3.0$vid=amlegal:louisville_ky)

CHAPTER 156: PROPERTY MAINTENANCE CODE

[http://www.amlegal.com/nxt/gateway.dll/Kentucky/loukymetro/louisvillejeffersoncountymetrogovernment?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:louisville_ky](http://www.amlegal.com/nxt/gateway.dll/Kentucky/loukymetro/louisvillejeffersoncountymetrogovernment?f=templates$fn=default.htm$3.0$vid=amlegal:louisville_ky)

Louisville Apartment Association

<http://www.laaky.com/>

Kentuckiana Real Estate Investors Association

<http://kreia.com/>

Louisville Bar Association Find a Lawyer

<https://www.loubar.org/public-resources/find-a-lawyer/>

Kentucky Bar Association Lawyer Locator

<http://www.kybar.org/search/custom.asp?id=2947>

Legal Aid Society

<http://www.laslou.org/>

LAS Tenant's Rights Manual

<http://www.laslou.org/lasfiles/Tenants%20Rights%20Manual%2010-26-10.pdf>

Videos from LAS on Landlord Tenant Overview and Eviction

<https://www.youtube.com/user/LegalAidKY>

Jefferson County Civil District Department

<http://courts.ky.gov/courts/Jefferson/CivilDistrict/Pages/default.aspx>

Jefferson County Small Claims Court

<http://courts.ky.gov/courts/Jefferson/smallclaims/Pages/default.aspx>

Kentucky Courts Small Claims Handbook

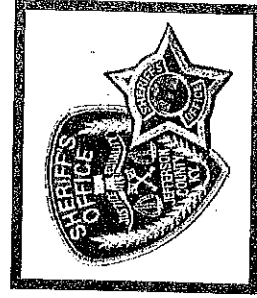
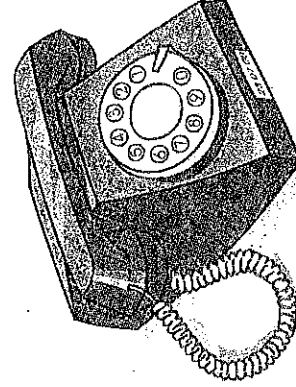
**YOUR JEFFERSON
COUNTY SHERIFF'S
OFFICE DESIGNED THIS
BROCHURE TO ANSWER**

Helpful Telephone Numbers:

Jefferson County Sheriff's Office
531 Court Place, 5th Floor
(502) 574-5400
(502) 574-5419

Jefferson County District Court
Small Claims Division
600 W. Jefferson St., 3rd floor
(502) 595-4475

Louisville Metro Police
633 W. Jefferson St.
(502) 574-7111
(502) 574-2111



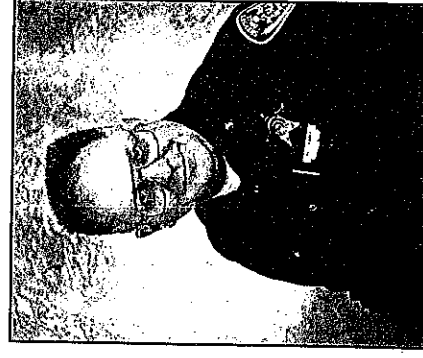
FREQUENTLY ASKED QUESTIONS:

REGARDING EVICTIONS

**HOWEVER, NO BROCHURE CAN
COVER ALL CONTINGENCIES
SO BE PREPARED.**

**ALWAYS REMEMBER BOTH PARTIES
HAVE RIGHTS CONCERNING
EVICTIONS. WE HOPE THESE
SIMPLE STEPS ASSIST YOU.**

Eviction Process



FREQUENTLY ASKED QUESTIONS

Colonel John E. Aubrey
Sheriff

Emergencies Call 911

**JEFFERSON COUNTY
SHERIFF'S OFFICE
AND THE**

