

FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
HOUSING RESIDENTS

Voucher Program Guidebook

Assisted Housing Division
2026



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Welcome Introduction

Congratulations! You are half way through the process of receiving your Housing Choice Voucher assistance.

The voucher program is designed to help move you into affordable housing and subsidize your rent through federal Housing Assistance Payment dollars. You are encouraged to move in, up and out of the program by using the dollars you are saving to pay your rent, and redirect those savings towards a goal of reaching self-sufficiency.

RENT CAFE PORTAL

The Rent Café portal is for both applicants and residents. You can access it to view which interest lists you are on, income you've reported, update changes, etc. Please ensure you keep all of your information current. For example, update changes to your address, phone number, household members, income, etc. You may access your portal by logging in <https://fresnohousingportal.securecafe.com/onlineleasing/fresno-live/guestlogin.aspx>

PLAN FOR SUCCESS During your Unit Search

We encourage you to use your voucher where you currently live if the unit is decent, safe, and sanitary. If you are not in a position to stay in the unit, you need to plan on covering costs for items such as:

- 1) **Security Deposits for the Unit, Electricity, Phone and Cable**
- 2) **Application Fees:** Fees average \$35 to \$50 per adult
- 3) **Mail Key:** Up to \$50 for the lock for some places. Ask the property upfront.
- 4) **Credit Report:** There may be a fee for a credit report, but most important, know what your credit report and score is before you apply for other units as a poor credit score/history may prevent you from securing housing.

How to program works

Fresno Housing (FH) administers the Housing Choice Voucher Program (HCV) under the guidance of the Department of Housing and Urban Development (HUD). The program provides rental subsidy assistance to low-income families who live in the city and county of Fresno and to families with assistance in other parts of the United State of America who wish to transfer their assistance to this area.

FH qualifying families will be issued a voucher according to their family size along with a Request for Tenancy Approval (RFTA).

The family must find an acceptable place to live. The family and the owner must complete and return the RFTA packet to FH before the voucher expires.

Next, FH must approve the rent, the owner and the property. The owner must sign a contract with FH. The owner and tenant must sign a lease with the same terms and conditions as the contract.

The owner will collect two payments each month; one from FH and one from the family. FH pays the rental assistance directly to the owner on behalf of the families who qualify for the program and who live in the approved rental units.

When FH approves the housing unit, the family and the landlord sign a lease and, at the same time, the landlord and FH sign a housing assistance payment (HAP) contract that runs for the same term as the lease. This means that everyone—tenant, landlord and FH—have obligations and responsibilities under the voucher program.

The family must follow the rules of the program in order to continue receiving assistance each month. Please read the **Family Responsibilities** thoroughly.

FH will make every effort to inform the families of the laws that govern the program and to advise you of how these laws affect you. It is very important to ask questions if you are not sure of something since federal regulations are not always easy to understand.

The program is designed to create a successful partnership between FH – The Property Owner/Landlord – and most importantly..... YOU!

Your Search for Housing

Finding and securing a rental unit is almost like going on a job interview. You want to make a positive impact with the people you meet.

- Tip 1: If at all possible, lease in your current unit.
- Tip 2: Search for units by using the vacant unit listing provided by FH at www.affordablehousing.com.
- Tip 3: Visit the area you are interested in renting during the day and night so you don't encounter any surprises.
- Tip 4: Dress as though you are going on a job interview. Remember that first impressions are very important.
- Tip 5: Don't bring friends or relatives who won't be living in the unit with you to the interview. Try to find someone to babysit the kids. If possible, arrange to meet with the landlord on a one-on-one basis, free from distractions.
- Tip 6: Be prepared to complete the rental application. The landlord will be impressed with how organized you are. Use the following checklist as your guide. Be prepared to:
 - Pay an application fee.
 - Bring your own pen.
 - Bring California ID and/or Driver's License for each adult member of the household.
 - Know your present address, and previous addresses, including how long you lived there and the landlord's name and phone number.
 - Know the following for each household member:
 - Names,
 - Dates of birth,
 - Social security numbers,
 - Driver's license numbers,
 - Employer's name
 - Employer's address and phone number
 - How long you worked with that employer
 - Monthly gross income
 - Know the make and model of your vehicle(s).
 - Have personal references on hand.

Important Next Steps: Searching for Housing

Begin searching for housing immediately. Visit www.affordablehousing.com for a list of available units.

Be sure to request a voucher extension if your voucher is close to expiring and you have been unable to locate a unit. (Voucher Extension form is found in your RFTA Packet)

Return completed RFTA packets via email to hcvleasing@fresnohousing.org , through your online portal, or in the drop box located outside of 1331 Fulton Street, Fresno, CA 93721.

- Make sure all forms are signed and completed by both the applicant/participant **and** the owner.
- The rent must meet rent reasonableness criteria and the unit must be affordable.
- Once the RFTA is completed correctly with all the required attachments, FH will request an inspection to be scheduled within 15 business days.

All of the following must be completed before the beginning of the initial term of the lease for a unit:

- FH has inspected the unit and has determined that the unit satisfies HQS
- The landlord and tenant have executed the lease (including the HUD tenancy addendum, and the lead-based paint disclosure)
- FH has approved leasing of the unit in accordance with program requirements.

Voucher Term and Extension Policy

The Housing Choice Voucher is issued initially for at least 120 days. The voucher is your official document which authorizes you to look for an eligible rental unit. It specifies:

- **The level of subsidy your family qualifies for: Appears as a Voucher/Bedroom Size. (See Subsidy Standards Below).**
- **The voucher issuance and expiration date:**
 - FH issues the voucher for a minimum of 120 days.
 - Extensions are granted upon the following conditions:

Any requests for an extension of the voucher term period must be made PRIOR to the expiration date of the voucher. Extensions may be granted with supervisory approval at the discretion of FH, primarily for, but not exclusive of, any of the following reasons:

- It is necessary as a reasonable accommodation for a person with disabilities,
- Extenuating circumstances such as illness, hospitalization or a family emergency, which affected the family's ability to find a unit within the voucher time period;
- The family can show evidence through a completed search record that they were unable to locate a unit;
- Family size or other special requirements made finding a unit difficult.

FH may request proof to substantiate the need for an extension. The family may request one or more extensions. Request for Voucher Extension form is included in your RFTA packet for your convenience.

Voucher (HUD Form 52646)

Additional information found on the HUD form 52646 Voucher:

Section (1) states that your family is eligible to participate in the housing choice voucher program and how the program works.

Section (2) states that the housing authority expects to have funds available to assist the family, however, the HA is under no obligation and that the voucher does not automatically give the family any right to participate in the program.

Section (3) states that the family must turn in an RFTA and a copy of the lease in accordance with housing authority policy.

Section (4) specifies the Obligations of the Family.

Section (5) contains information about illegal discrimination:

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

Section (6) states that the voucher will expire on the date stated in item 3 on the top of page one of the voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher.

Voucher

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development

OMB No. 2577-0169
(exp. 04/30/2026)

Office of Public and Indian Housing

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.05 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required for participation in the housing choice voucher program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. 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. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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

Calculating your Rent

Three key ingredients play towards determining the amount of subsidy Fresno Housing will contribute towards your rent:

Subsidy Standard

Payment Standard or SAFMR's

Utility Allowance

1. Will the tenant's total family contribution exceed 40% of their monthly adjusted income?

$$\begin{array}{r} \$ \text{_____} \text{ Payment Standard or SAFMR} \\ - \quad \$ \text{_____} \text{ TTP (This is "typically" the 30\% on your RFTA)} \\ = \quad \$ \text{_____} \text{ Maximum FH Subsidy} \end{array}$$

For Payment Standard or SAFMR's, use the lower of the amount for either:

- (1) The voucher size you were issued
- "OR"
- (2) The Size of the unit you are going to rent

The family may pay the higher of:

- a) 10% of the annual gross income
- b) 30% of their monthly adjusted income
- c) FH's minimum rent of \$50 (when the family's 30% is less than \$50)
 - a. The term "minimum rent" can be misleading. It does not mean the tenant will pay \$50
- d) Non-Citizen Mixed Family Pro-Rate (see your case worker for this calculation)

Calculate Tenant Rent:

$$\begin{array}{r} \$ \text{_____} \text{ Enter the Full Rent the Owner is Requesting} \\ - \quad \$ \text{_____} \text{ Maximum FH Subsidy (From the calculation above)} \\ = \quad \$ \text{_____} \text{ Tenant's Portion of Rent} \end{array}$$

First, let's define "Total Family Contribution"

This is not the tenant portion of rent. Total family contribution is the total amount the family will have to pay to the owner in rent PLUS utilities. Note: Because it is not known what utilities the family will be responsible for, or if the unit has electric appliances, central air versus a swamp cooler, etc., the online calculator will calculate the utility allowance amount.

The families Total Family Contribution CANNOT exceed 40% of their annual monthly adjusted income until they begin receiving assistance and when the move.

In order to assist you and the prospective owner in determining if the rent they are asking for is affordable, you can use our online affordability calculator located at:

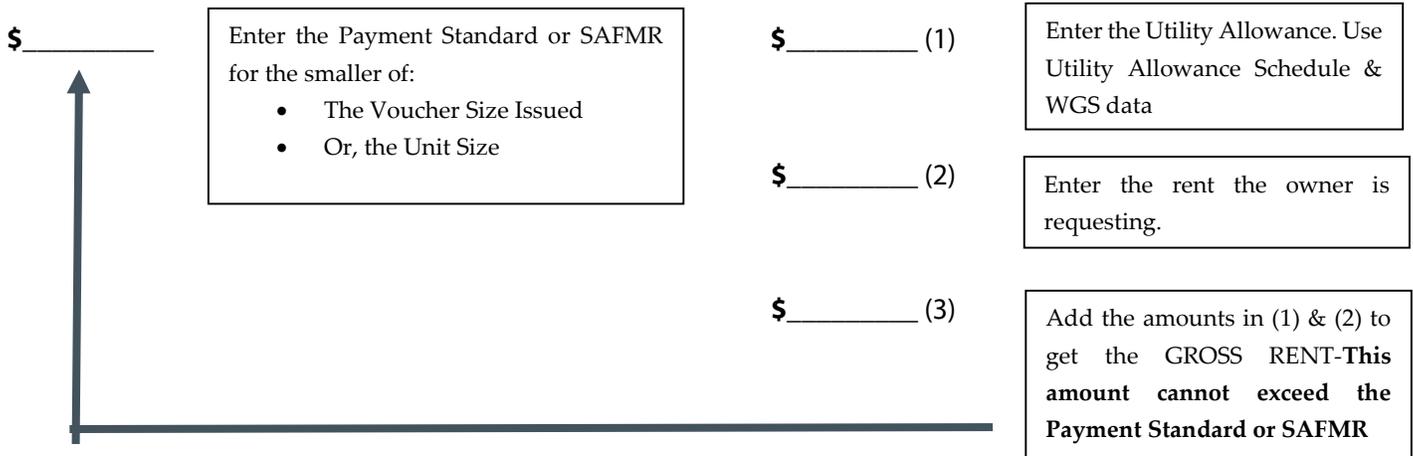
[Rent Affordability Calculator effective 1/1/2026 - Fresno Housing](#)

OR you may locate the calculator by visiting: www.fresnohousing.org > Menu > Residents > Rent Affordability Calculator

This calculator cannot be used in all cases. Contact your case worker for a calculation if you are a family with:

- Minimum Rent Restriction (30% is less than \$50)
- Citizen/Non-Citizen Mixed Family Household (Pro-Rated Assistance)

The Manual Calculation is as follows:



Online Affordability Calculator:

CALCULATOR

TTP/30% ?	<input type="text"/>	Property Type	<input type="text"/> <input type="button" value="v"/>
Proposed Rent	<input type="text"/>	Will the applicant pay for Gas & Electric costs?	<input type="text"/> <input type="button" value="v"/>
Zip	<input type="text"/> <input type="button" value="v"/>	Which services (if any) will the applicant pay for?	<input type="checkbox"/> Water <input type="checkbox"/> Sewage <input type="checkbox"/> Trash
Voucher Size ?	<input type="text"/> <input type="button" value="v"/>	Which appliances (if any) will the applicant provide?	<input type="checkbox"/> Stove/Range <input type="checkbox"/> Refrigerator
Number of Bedrooms	<input type="text"/> <input type="button" value="v"/>		

TTP/30% found on RFTA Supplemental Form

Sample Results Screen when Unit is "Tentatively Eligible":

RESULTS

The applicant is tentatively eligible for the proposed contract rent.

TTP/30%	\$1364	Stove/Range	\$0
40%	\$1818	Refrigerator	\$0
Gas & Electric	\$91	Utility Allowance	\$91
Water	\$0	Payment Standard	\$2268
Sewer	\$0	Proposed Rent	\$1300
Trash	\$0	Housing Authority Estimated Rent Portion	\$27
		Tenant Estimated Rent Portion	\$1273

RECALCULATE?

PRINT RESULTS

- Fresno Housing will apply an Affordability test to every new lease and contact, therefore, proposed rent amounts requested by the owner are not guaranteed.
- Calculated amounts as they appear on the Rent Affordability Calculator are not guaranteed.
- Payment Standards, SAFMR's, and Utility Allowances are subject to change.
- The affordability calculator cannot be applied to tenants with minimum rent, shared housing, or Pro-Rated Assistance (citizen/non-citizen households).

Sample Results Screen when Unit is "Ineligible":

RESULTS

The applicant is NOT eligible for the proposed contract rent.

TTP/30%	\$1364	Stove/Range	\$0
40%	\$1818	Refrigerator	\$0
Gas & Electric	\$91	Utility Allowance	\$91
Water	\$0	Payment Standard	\$2268
Sewer	\$0	Proposed Rent	\$4000
Trash	\$0	Maximum Affordable Proposed Rent	\$2631

RECALCULATE?

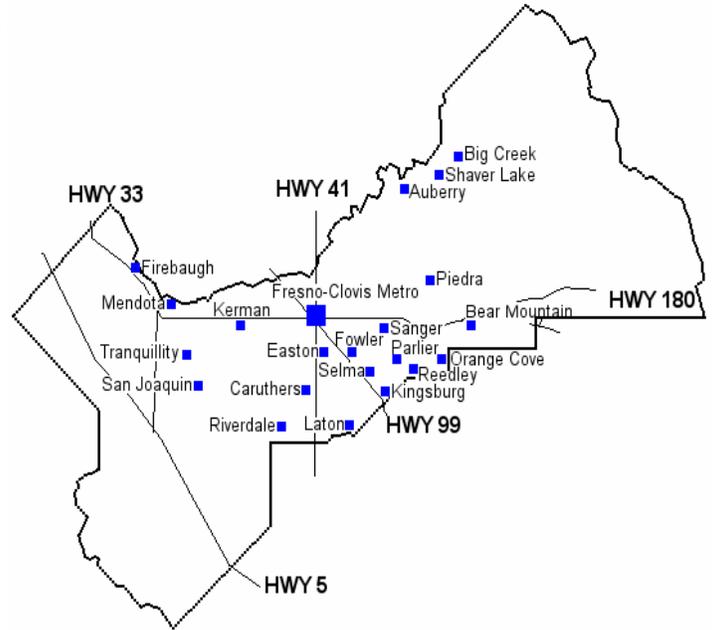
PRINT RESULTS

Please note: This is the same tool the case worker will use when determining whether this unit is affordable for you or not. We recommend that you use the calculator before turning in your RFTA to avoid further delays. In addition, to ensuring that the unit is affordable for you, Fresno Housing will also need to ensure that the rent proposed by the owner is reasonable.

Where the family may lease a unit

Cities in Fresno County (Contact Portability at hcvportability@fresnohousing.org to inquire how to lease outside of Fresno County)

Auberry	Five Points	Mono Hot Springs
Big Creek	Fowler	Orange Cove
Biola	Fresno	Parlier
Burrell	Friant	Piedra
Cantua Creek	Helm	Prather
Caruthers	Hume	Reedley
Clovis	Huron	Sanger
Coalinga	Kerman	San Joaquin
Del Ray	Kingsburg	Selma
Dunlap	Lakeshore	Squaw Valley
Easton	Laton	Tollhouse
Firebaugh	Mendota	Tranquility



Expanding Housing Opportunities

Advantages of moving to areas of low-poverty concentration:

How do you find a decent place to live? What should you look for?

Moving to areas of opportunity has important benefits to Housing Choice Voucher participants. HUD research has shown that families with children moving from communities with high poverty concentration to low-poverty communities tend to perform better in school; i.e., better grades, low drop-out rates, and college attendance rates are higher. Families have reported greater employment opportunities and reduced crime rates when moving to areas of opportunity.

Portability

You can take your Housing Choice Voucher anywhere within the United States, including Hawaii and Puerto Rico. This is called Portability. Another example of moving to areas of opportunity can be if you have to move due to a new job in another county or state.

Contact information for Public Housing Agencies (PHA's) may be found on the HUD website located at:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph

Portability applies to families moving out of or moving into a housing authority's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of FH's jurisdiction. The unit may be located anywhere in the USA in the jurisdiction of a Housing Authority within a tenant-based assistance program. The size of the voucher you qualify for may change from one Housing Authority to another based on the Housing Authority's subsidy standard policies. i.e. Families may be eligible for a 3-bedroom voucher in Oakland, however, once they port-in to Fresno; they may now only qualify for a 2-bedroom unit based on their policy. This would also apply to the Payment Standards and SAFMR's.

Who qualifies for Portability?

A voucher holder or participant family has the right to receive tenant-based voucher assistance to lease a unit outside the housing authority's jurisdiction within the limitations of the regulations.

If the family moves out of Fresno County, they must also meet the eligibility requirements of the Receiving Housing Authority.

Who doesn't qualify for portability?

If the head, or spouse, of the assisted family does not have a legal residence in the jurisdiction of the HA at the time of its application, the family will not have any right to portability until after the family has leased up for a year within the jurisdiction of the initial HA.

When the family has been leased up for one year and requests to port-out, the family must be compliant with all their family obligations



Fresno Housing - Housing Choice Voucher Program

Exploring Housing Opportunities in Fresno County

You May Lease Anywhere in Fresno Housing's Jurisdiction

Families receiving a Housing Choice Voucher may search for housing anywhere within Fresno Housing's jurisdiction where the owner agrees to participate, the rent is reasonable, and the unit passes inspection.

Fresno Housing encourages families to consider neighborhoods that provide access to employment, education, transportation, and essential services.

What Are "High-Opportunity" Areas?

High-opportunity areas generally have lower poverty rates, higher performing schools, access to employment centers, public transportation, grocery stores and healthcare services, and lower concentration of assisted housing.

Fresno Housing provides payment standards by ZIP code to support housing choice across different areas of the city.

Areas Families May Wish to Explore

Families may consider exploring areas throughout Fresno, including neighborhoods near:

- North Fresno
- River Park / Woodward Park area
- Herndon corridor
- Clovis border
- Southeast growth corridors

Schools

Families may review school performance information at the California School Dashboard:

- <https://www.caschooldashboard.org>

Families are encouraged to consider school ratings, graduation rates, and academic performance when selecting housing.

Employment and Economic Opportunity

Families may explore employment opportunities and workforce resources through:

- Fresno County Workforce Connection
<https://www.workforce-connection.com>
- California Employment Development Department (EDD)
<https://edd.ca.gov>

These resources provide job search tools, career services, and labor market information.

When selecting housing, families may also wish to consider proximity to public transportation and major transportation corridors, which can improve access to employment and economic opportunities.

Transportation

Families can review bus routes and transit access at Fresno Area Express (FAX):

- <https://www.fresno.gov/fax/>

Proximity to major roadways such as Highways 99, 41, 168, and 180 may also improve commute times.

Portability Option

Families are not limited to Fresno. Voucher holders may request portability to another jurisdiction after receiving their voucher. For portability information, please contact Fresno Housing or the receiving Housing Authority.

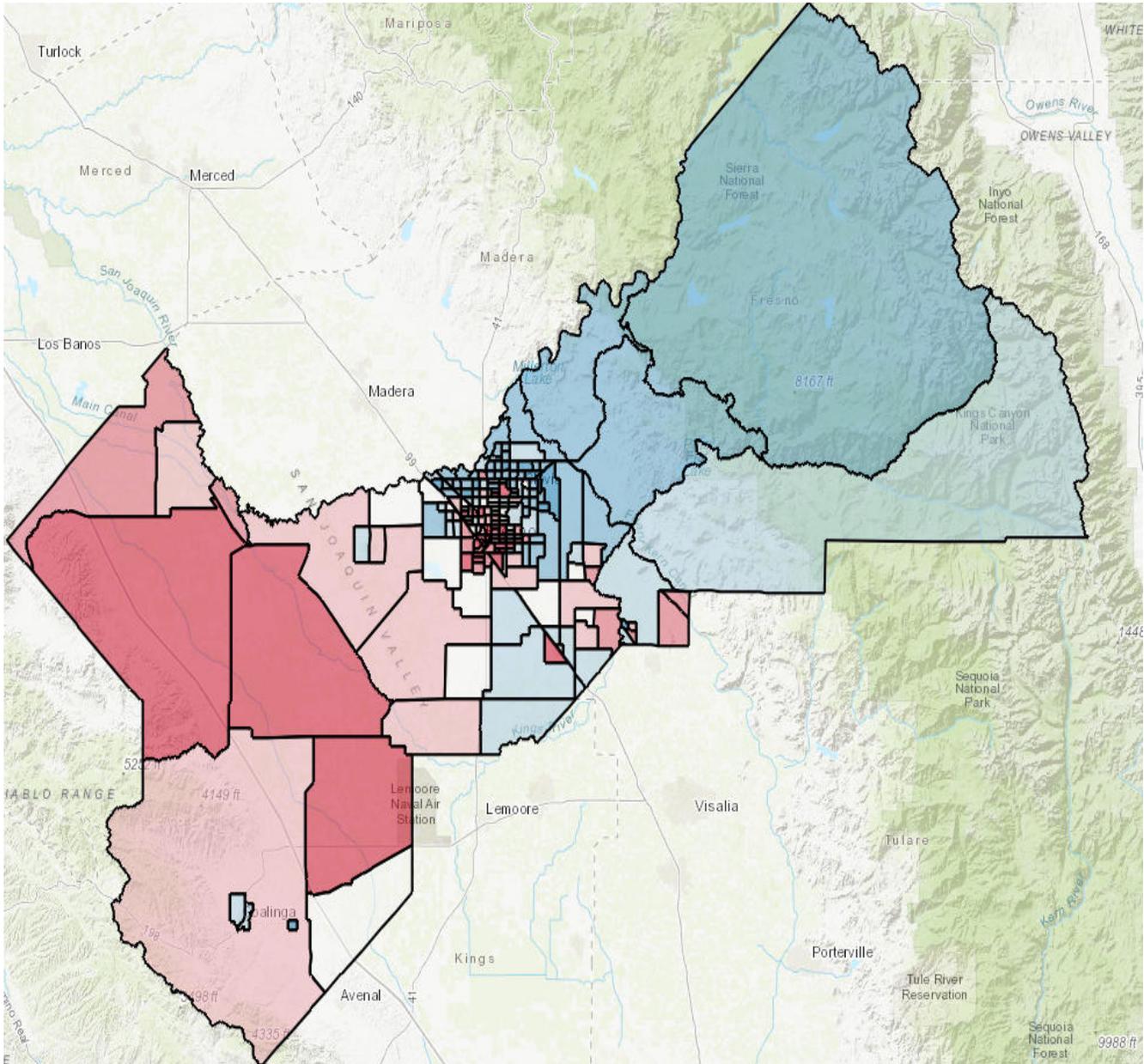
Housing Search Assistance Resources

Families may search for available units using the following resources:

- [AffordableHousing.com](https://www.AffordableHousing.com)
- Zillow
- [Apartments.com](https://wwwApartments.com)
- Local property management companies

Fresno Housing encourages families to consider units throughout the jurisdiction, including areas with access to employment, schools, and services.

Map: Areas of Minority and Poverty Concentration, Fresno Metropolitan Area



Poverty Status

Index: Residents Below Poverty Level



Link to website:

<https://www.arcgis.com/apps/mapviewer/index.html?webmap=55dae794b236426798a6eaa4e756d3f4>

Units Available List

Fresno Housing provides a rental listing that is maintained by owners with rental properties available to Housing Choice Voucher holders throughout the City and County of Fresno. The list also includes units that are handicap accessible. The rental listing is available at www.affordablehousing.com.

LEASE REQUIREMENTS

Make sure the unit you select meets the needs for you and your family. You are required to stay in the unit for a **minimum of one year before you can move and transfer your assistance to another unit**. You should consider the costs of moving and ensure the unit will meet your needs long term.

- 1) The rent should be no more than 25-30% of your annual income. Please use the affordability calculator on the website. (www.fresnohousing.org)
- 2) The owner may NOT charge you a different rent from open market tenants. There is no such thing as a separate rent for Housing Choice Vouchers.
- 3) Read your lease:
 - a. Look for any additional fees or penalties that may be reflected in the lease that your landlord may have failed to mention.
 - b. Make sure the lease indicates which utilities will be paid for by the landlord and which ones you will be responsible for. Also, beware of what appliances are to be provided by the owner and which appliances you provide.
 - c. Make sure you understand how maintenance repairs will be handled.
 - d. ASK QUESTIONS if you are not clear on any part of the lease.**
- 4) Separate Agreements:
 - a. A side payment for additional rent, for items normally included in the rent of unassisted families, or for items not shown on the approval lease **IS ILLEGAL**.
 - b. Owner and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease **IF** the agreement is in writing **AND** approved by Fresno Housing (FH).
 - c. Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreements and must be included in the lease. If there is to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.
- 5) FH is not liable under the lease for unpaid charges for items covered in separate agreements and nonpayment of these agreements cannot be cause for eviction.
- 6) If the family and owner have come to a written agreement on the amount of the allowable charges for the specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by FH. If agreements are entered into a later date, they must be approved by FH and attached to the lease.

Explanation of how FH determines the amount of the Housing Assistance Payment (HAP)

There are three key ingredients that play a part towards determining the amount of subsidy Fresno Housing will contribute towards your rent:

- 1) Subsidy Standard 2) Payment Standard or SAFMR's 3) Utility Allowance

Subsidy Standards

The subsidy standards must provide the smallest number of bedrooms (referring here to the subsidy) needed to house a family without overcrowding.

FH does not determine who shares a bedroom/sleeping room. FH's subsidy standards for determining the family unit size shall be applied in a manner consistent with Fair Housing guidelines. **Standards relate to the amount of subsidy, not the family's actual living arrangements.**

The family unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Voucher Size	Persons in Household Minimum#	Persons in Household Maximum #
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	4	6
4 Bedrooms	6	8
5 Bedrooms	8	10
6 Bedrooms	10	12

HUD regulations stipulate the following about FH's subsidy standards:

- The subsidy standards must provide the smallest number of bedrooms (referring here to the subsidy) needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under HQS. (see § 982.401)
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by FH to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size. FH will not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under FH subsidy standards, for an unidentified aide.

FH will allocate a separate bedroom to the head of household (with co-head (spouse or partner), if any) and one bedroom to every two persons, thereafter.

- Live-in aides will be provided a separate bedroom if the assisted unit is the aide's principle residence. No additional bedrooms are provided for the aide's family.
- Additional family members of the live-in aide may not be approved if it would result in a violation of HQS.
- A single person will be allocated a one-bedroom voucher.

Exceptions to Subsidy Standards

FH may grant an exception upon request as an accommodation for persons with disabilities. Circumstances must dictate a larger size than the subsidy standards permit when persons cannot share a bedroom due to documented need, such as:

- A verified medical or health reason;
- Elderly persons or person with disabilities who may require a live-in attendant; or

- An exception may be granted (cases are decided on a case-by-case basis), if there is a medical need for an extra bedroom for medical equipment, which is documented by a physician, other medical or non-medical service agency professional, or other knowledgeable professional. When considering the necessity of a larger subsidy for medical equipment, all living and sleeping rooms in the unit must be insufficient to meet the disabled person's need.

When an exception to the subsidy standard is approved to accommodate a live-in aide or medical equipment, such use will be verified by FH during the annual inspection process.

All reasonable accommodation cases are determined on a case-by-case basis. The submission of a request for an accommodation does not automatically entitle a family to a larger subsidy, or for the accommodation being requested. FH may offer an alternate accommodation.

Request for Exceptions to Subsidy Standards

The family may request a larger subsidy-voucher size than indicated by FH's subsidy standards. Such request must be made in writing within 10 business days of FH's determination of subsidy size. The request must explain the need or justification for a larger subsidy. Documentation verifying the need or justification will be required as appropriate.

Total Tenant Payment (TTP)

Total tenant payment (TTP) is the minimum amount the family will pay toward rent and utilities. The TTP is the greater of:

- 30 percent (30%) of monthly adjusted income;
- 10 percent (10%) of monthly income;
- \$50 minimum rent

Request based on health-related reasons must be verified by a physician, other medical or non-medical service agency professional, or other knowledgeable professional.

Payment Standards

The payment standard is used to calculate the maximum monthly housing assistance payment (HAP) for a family under the Housing Choice Voucher program, the HAP, or subsidy, is arrived at by taking the lower of:

- Payment Standard minus the Total Tenant Payment (TTP) or
- Gross rent for the unit minus the TTP.

(The Gross rent is the rent the owner is requesting + Utility Allowance)

Under the HCV program, if the gross rent for the unit is lower than the payment standard, the family will pay the full TTP. If the gross rent for the unit is higher than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard.

The payment standard amount for the family is the lower of:

- Payment standard amount for the family unit size, or
- Payment standard amount for the size of the unit leased by the family.

* Payment standards are reviewed/updated annually. Most recent schedules may be found on our website.

3) Utility Allowance

The Utility Allowance is an allowance based upon the utilities you are responsible for paying and/or the utilities the owner is responsible to pay. The utility allowance schedule is an average allowance. **It is not intended to pay your utility bill.** The utility allowance schedule is modified to keep up with the changes occurring in the open market today and in compliance with federal laws.

The allowance is part of your rent calculation and is based on your dwelling type, apartment/house, the bedroom size, and the fuel types (gas/electric).

FH must use the appropriate utility allowance for the lesser of the size of the dwelling unit actually leased by the family or the family unit size as determined under the FH subsidy standards. In cases where the unit size leased exceeds the family unit size as determined under FH subsidy standards as a result of a reasonable accommodation, FH must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

* Utility Allowances are reviewed/updated annually. Most recent schedules may be found on our website.

Submission of Request for Tenancy Approval (RFTA) Overview

When the family finds a suitable unit where the owner is willing to participate in the program, the family must give FH the request for tenant approval (RFTA) and the lease. The family must submit these documents in the manner that is required by FH.

Turning in your RFTA

You and the owner must complete the RFTA and submit it to FH before the expiration date (can be found on the RFTA packet and voucher). You or the owner may turn in the RFTA via email to hcvleasing@fresnohousing.org or complete the packet through your online portal.

Please call (559)443-8400 if you need further assistance with submitting your RFTA packet.

FH will run an Affordability Test and Rent Reasonableness comparison. If the rent is reasonable, the unit is affordable, and the RFTA is completed correctly with all the required attachments, FH will schedule the Housing Quality Standard Inspection within 15 calendar days.

Rent Reasonableness

According to the federal law, FH must apply the rent test. Rent Reasonableness is a test to ensure that the rent the owner is requesting is comparable to other like units that are not under contract with FH in the same neighborhood. The rent will be negotiated between the owner and Fresno Housing. Here is an example of what Fresno Housing must consider: Location, Size of Unit, Amenities like ceiling fans, pool, dishwasher, garbage disposal, condition and square footage.

Prepare for the Inspection

Whether you are looking for a rental unit or are going to remain in the unit you are currently residing in, it is very important to prepare for the inspection. FH will NOT begin assistance until the Housing Quality Standard (HQS) Inspection passes.

Contract Effective Date

The contract cannot begin until the unit has passed an inspection and the participant takes possession of the unit. (E.g. Unit passes inspection on April 1st but the participant takes possession on April 5th, the contract effective date will be April 5th. If participant already has possession of the unit, the contract will be effective April 1st when the unit passed inspection). If the unit fails the inspection, the **CONTRACT CANNOT BE BACKDATED**. If you move into the unit prior to the effective date of the HAP contract, you are responsible for the full contract rent. (this policy is subject to change).

Multiple Subsidy

In cases where the participant is already receiving housing assistance at another unit, the contract cannot be made effective until the day after the existing assistance ends with any other HUD based assistance.

Inspections

HUD also requires that Fresno Housing conduct a Housing Quality Standard Inspection annually. The annual inspection is scheduled every year or bi-annually from the date the unit “last” passed inspection. Approximately eight months after your initial inspection passes, it will be time to conduct your first annual inspection. It is your responsibility to make sure the head of household or adult, age 18 or older, is present to allow entry to the unit. You must allow entry into the unit to avoid termination and repair any deficiencies if the inspector determines the failed item is the tenant’s responsibility.

Statement of Family Responsibilities

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. Those obligations include responsibilities the family is required to fulfill, as well as prohibited actions. Violation of any family obligation may result in termination of assistance.

Time Frames for Reporting Changes Required by Family Obligations

PHA Policy

Unless otherwise noted below, when family obligations require the family to respond to a request, the family will have 10 calendar days to provide requested documents or respond. Families will have 30 calendar days to notify the PHA of a change. These time frames are considered prompt notice.

Family Obligations [24 CFR 982.551]

The family obligations of the voucher are listed as follows:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information required by the PHA or HUD for use in regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family may be held responsible for a breach of housing quality standards caused by the family’s failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond ordinary wear and tear caused by any member of the household or guest.

PHA Policy

Damages beyond ordinary wear and tear will be considered to be damages which could be assessed against the security deposit under state law or in court practice.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- The family must not commit any serious or repeated violation of the lease.

PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction or an owner’s notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the family of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be construed as serious or repeated lease violations by the victim [see 24 CFR 5.2005(c)(1)].

Family must comply with the lease, including timely payment of the tenant rent share to the owner. Nonpayment of the tenant share is a serious or repeated lease violation and therefore a violation of family obligations. The PHA may terminate assistance for violation of family obligations, consistent with the Administrative Plan and HUD regulations.

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

PHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give the PHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the Administrative Plan.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (sections I.K and I.M and Chapter 11 (section II.B))
- The family must not sublease the unit, assign the lease, or transfer the unit.

PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family may not allow anyone other than Fresno Housing-approved household members to use the unit address for any purpose, including mail. Any such use will be considered evidence of an unauthorized resident.
- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from unit.

PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 consecutive calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residents in the immediate vicinity of the premises.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless 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. [Form HUD-52646, Voucher]
- The PHA may terminate a family's assistance if a family member has engaged in or threatened violent or abusive behavior toward PHA personal.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Grounds for Termination

FH may at any time deny program assistance for any of the following reasons:

1. ***Family Violates Any Family Obligations:*** If the family violates any family obligations under the HCV program.
2. ***Evicted from Federally Assisted Housing:*** If any member of the family has ever been evicted from federally assisted housing in the last five years.
3. ***Past Termination from a FH Program:*** If FH has ever terminated assistance under the program for any member of the family.
4. ***Fraud, Bribery, or Other Corrupt or Criminal Act Within a Federal Housing Program:*** If any family member has committed such acts in connection with a Federal housing program.
5. ***Outstanding Debt:*** If the family currently owes rent or other amounts to FH or to another housing authority in connection with Section or public housing assistance under the 1937 Act
6. ***Non-Reimbursement to FH for payments to owners:*** If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
7. ***Repayment Breach with a Housing Authority:*** If the family breaches an agreement with FH to pay amounts owed to FH, or amounts paid to an owner by FH. (FH, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to FH or amounts to an owner by FH. FH may prescribe the terms of the agreement)
8. ***Actual or Threatened Abusive or Violent Behavior Toward FH Personal:*** If the family has engaged in or threatened abusive or violent behavior toward FH personnel "Abusive or violent behavior toward FH personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for denial of admission.
9. ***Fraud Against Another Agency:*** Misrepresentation of income or other eligibility factors to an agency other than FH, for example welfare fraud, is grounds for denial of assistance.
10. ***Non-Compliance*** with any assistance programs, governmental agency and/or law enforcement.
11. ***An applicant's misrepresentation of any information*** related to eligibility, preferences, housing history, allowances, family composition, and/or criminal history.
12. ***Pattern of violent behavior***-includes evidence of repeated acts of violence on the part of any individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors. Actual physical abuse or violence will always be cause for denial of admission.

Owner Responsibilities

The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The housing unit must pass the program's housing quality standards (HQS) and must maintain the unit in accordance with HQS, except for conditions that are the tenant's responsibility. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with FH.

Specific Owner Responsibilities:

- Conduct all tenant screening, selection and leasing activities.
- Comply with the terms of the Housing Assistance Payment contract and lease.
- Collect from the tenant any security deposit, share of the rent, and charges for tenant damages to the unit.
- Enforce tenant obligations under the lease.
- Pay for utilities and services unless paid by the tenant under the lease.
- Maintain the unit in accordance with the housing quality standards, except for conditions that are the tenant's responsibility.
- Comply with all Fair Housing laws.
- Ensure a safe and secure living environment.
- Agree to allow reasonable modifications for a disabled tenant at the disabled tenant's expense.

Informal Review for Applicants

When Informal Review for Applicants is Required	When Informal Review for Applicants is Not Required
<ul style="list-style-type: none">• Listing on the FH's waiting list• Issuance of a Voucher• Participation in the program	<ul style="list-style-type: none">• Discretionary administrative determinations by FH• General policy issues or class grievances• Determination of family unit size under FH subsidy standards• Determination that unit is not in compliance with HQS• Refusal to extend or suspend a voucher• Disapproval of tenancy• Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

The procedures for informal review will include the following:

- A request for an Informal Review must be received in writing by the close of the business day, no later than 10 business days from the date of FH's notification of denial of assistance.
- The informal review will be scheduled within 30 calendar days from the date the request was received.

Review Officer

The hearing officer will be conducted by any person or persons designated by FH, other than a person who made or approved the decision under review, nor a subordinate of this person.

Informal Hearing for Participants

When a Hearing for a Participant is Required	When a Hearing for a Participant is Not Required
<ul style="list-style-type: none">• Determination of the family's annual or adjusted income and use of such income to compute the housing assistance payment.• Determination of the appropriate utility allowance under FH utility allowance schedule.• Determination of the family unit size determination under FH subsidy standards.• Determination to terminate assistance because a participant family has been absent from the assisted unit for longer than the maximum period permitted under the FH policy.• Determination to terminate assistance for a participant family because of family's action or failure to act.• Determination to terminate a family's FSS contract, withhold support services, or propose forfeiture of the family's escrow account.• Determination not to reduce a family's portion of rent because of 1) family's noncompliance with welfare requirements 2) welfare fraud.	<ul style="list-style-type: none">• Discretionary administrative determinations by FH• General policy issues or class grievances• Establishment of the FH Schedule of utility allowances for families in the program.• FH determination not to approve an extension or suspension of a voucher term.• FH determination not to approve a unit or tenancy.• FH determination that an assisted unit is not in compliance with HQS.• FH determination that the unit is not in accordance with HQS because of the family size.• FH determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notice to Family

In cases which entitle the family to an informal hearing as described above, FH will notify the family that the family may ask for an explanation of the basis of FH determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

This written notice will:

- Include a brief statement of the reasons for the decision
- State the family has a right to an explanation of the basis for the FH's decision
- State that if the family does not agree with the decision, the family may request an information hearing on the decision
- State the deadline for the family to request an informal hearing
- Indicate to whom the hearing request should be addressed

Scheduling an Informal Hearing

When an informal hearing is required, FH must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

- A request for an informal hearing must be made in writing and delivered to FH either in person, by email, or by first class mail, by the close of the business day, no later than 10 business days from the date of FH's decision or notice to terminate assistance.
- The FH will schedule and send written notice of the informal hearing date to the family within 10 business days of the family's request, along with FH's evidence which is directly relevant to the hearing. The written notice will also include the request for the family to make any rebuttal evidence available to the FH no later within 10 business days prior to the hearing date.
- The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health,

safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the FH may request documentation of the “good cause” prior to rescheduling the hearing.

Hearing Officer

The hearing will be conducted by any person or persons designated by the FH, other than a person who made or approved the decision under review, nor a subordinate of this person.

Policy for Releasing Information to Prospective Owners

[24 CFR 982.307 (b), 982.54 (d)(7)]

In accordance with HUD requirements, FH will furnish prospective owners upon receipt of written request, copy of application to rent and signed consent to release information from client, with the following information:

- The family’s current address as shown in FH’s records; and
- If known to FH, the name and address of the landlord at the family’s current and prior address.

FH will make an exception to this requirement if the family’s whereabouts must be protected due to domestic abuse or witness protection.

FH will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family’s suitability as a tenant.

A statement of FH’s policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

FH will provide this information orally to the prospective landlord.

FH’s policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

Move-in Frequently Asked Questions

Does Fresno Housing pay the security deposit?

No. The deposit is the family’s responsibility.

Should I move in right away?

Only you can answer that question. However, BE AWARE! Program assistance will not start **UNTIL** FH negotiates an affordable and reasonable rent with the owner, and the unit passes inspection. If you move in to the unit prior to FH’s approval, you will be responsible for the full market rent.

When will the owner begin receiving HAP (Housing Assistance Payment)?

- After the owner’s proposed rent is approved by FH,
- The unit passes inspection, and
- The owner has signed and provided all of the required documents.

Do I need to be present at the inspection conducted by Fresno Housing?

No. You do not need to be present at the inspection, but it is highly recommended. If you cannot be present at FH's inspection, then it is highly recommended that you schedule a separate inspection with the owner.

Annual Activities

ANNUAL REEXAMINATIONS

HUD requires that all families be reviewed annually to determine if they still qualify for rental subsidy assistance. Approximately eight months after you are first approved for assistance and have leased up in a unit, you will receive a recertification email with instructions on how to process your annual recertification using the portal. It is important that you promptly log in to your portal and complete the recertification process by the deadline (10 business days from the date the email was sent). If you fail to complete or provide the requested information by the deadline, you will be notified that your assistance will be terminated. It is important that you promptly contact your Fresno Housing representative if you receive a notice to terminate.

To log into your portal account:

1. Go to <http://fresnohousing.org/residentportal/> or scan the QR code below with your smart phone camera or a QR reader from the comfort of your phone.



2. Enter your email address associated with your RentCafe account and click Continue
3. Select "Send Verification Code to Email"
 - a. If the phone number in your RentCafe profile is set to receive text messages, the one-time code can be sent via SMS.
4. Once you are logged in, select "Certifications" to complete your annual



Complete annual recertification online. Update household income, composition, expenses, etc. and upload supporting documents.

ANNUAL INSPECTIONS

HUD also requires that Fresno Housing conduct a Housing Quality Standard inspection annually. The inspection is scheduled every year from the date the unit "last" passed inspection. Approximately eight months after your initial inspection passes, it will be time to conduct your first annual inspection. It is your responsibility to make sure that the head of household or adult, age 18 or older is present to allow entry to the unit. You must allow entry into the unit to avoid termination and repair any deficiencies if the inspector determines the failed item a tenant responsibility.

INTERIM REEXAMINATIONS

All changes must be reported in writing within 30 calendar days of the occurrence.

Certain changes in your household may occur, such as losing a job or a decrease in welfare benefits. You may also experience an increase in child care expenses and if you are elderly or disabled, you may have increased medical expenses. The family should not wait until the annual reexamination to report changes in the household. Please log into your portal to report the change and provide supporting documentation.

To log into your portal account:

1. Go to <http://fresnohousing.org/residentportal/> or scan the QR code below with your smart phone camera or a QR reader from the comfort of your phone.



2. Enter your email address associated with your RentCafe account and click Continue
3. Select "Send Verification Code to Email"
 - a. If the phone number in your RentCafe profile is set to receive text messages, the one-time code can be sent via SMS.
4. Select "Report a Change"



Report increases and decreases of income, expenses and/or changes in household composition, etc.

Other changes such as adding or removing household members must also be reported to Fresno Housing. **ADDITIONAL HOUSEHOLD MEMBERS CANNOT MOVE IN UNTIL FRESNO HOUSING AND THE OWNER/LANDLORD APPROVES THE ADDITION.**

Increase in income or benefits must also be reported in writing to Fresno Housing to avoid termination and to meet your reporting requirements. Fresno Housing is required to process all reported decreases, however, increases will only be process at the request of the family.

MOVES

Before you move, you MUST notify Fresno Housing and the landlord in compliance with state law and the lease. Fresno Housing must approve your move in advance and will not transfer your assistance more than once in a 12-month period.

Attachments to the RFTA:

RFTA Supplemental- This form indicates the date the voucher was issued, the voucher size, the tenant's 30%, 40% and special voucher types. The percentages on this form can be used to run the tenant affordability test.

Statement of Unit Ownership-The Statement of Unit Ownership Form MUST be filled out by the owner. The form specifies who the owner is, and gives the owner the option to authorize an agent to act on his/her behalf when the owner is not present. The owner MAY-and often will-send this information to Fresno Housing separate from the RFTA packet. This is allowable.

W-9 Request for Taxpayer Identification and Certification-This form MUST be completed for every contract to ensure the owner's information is correctly reported to the IRS.

Lead-Based Paint Disclosure Form-This form only applies if the rental unit was built before 1978. Because lease from paint poses serious health hazards, federal law requires the owner to certify that the rental unit is free from lead by signing the form. Federal law also requires that the family receives information by signing the form.

Search for Housing Documentation-It is a good idea to keep track of the places where you are submitting rental applications. This information will come in handy if you need to request an extension on your voucher and need to show that you have been searching for housing.

Reasonable Accommodations

Housing Choice Voucher & Other Voucher Programs

Fresno Housing's (FH) policies and practices are designed to provide assurances that all persons with disabilities will be provided an opportunity to request a reasonable accommodation so that they may fully access and utilize the housing program and related services. Requests may be verified by a medical professional, peer support group, non-medical service agency, or reliable, knowledgeable third party, so that FH can properly assess the requested accommodation for the disability.

Below are examples of accommodations that may be requested. Additional policies regarding reasonable accommodation can be found in the Administrative Plan located online or viewable at FH's central office located at 1331 Fulton Street, Fresno CA 93721.

- Higher utility allowances as a reasonable accommodation that is necessary for a person who uses disability-related equipment that results in higher utility bills;
- Exception to increase the Subsidy Standard when a larger voucher size is needed to allow a person with disabilities access to a unit that fits their specific needs.
- Exception to increase the Payment Standard up to 120 percent of the Fair Market Rent to accommodate a person with disabilities to access to a unit that fits their specific needs.
- Special accommodation when additional time is needed to search for a unit.
- Listing of known available accessible units.
- Waiver of Restriction on Renting to Relatives When Needed for Reasonable Accommodation.

All reasonable accommodation cases are determined on a case-by-case basis. The submission of a request for an accommodation does not automatically entitle a family for the accommodation being requested. FH may offer an alternate accommodation.

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. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

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

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

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

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

d. Other good cause for termination of tenancy

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- 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).

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

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. 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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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 regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

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.



Calculation of Income and Family Rent Portion for the Housing Choice Voucher Program



This flyer provides a basic overview of how a public housing agency (PHA) determines payment standard and calculates income and the family rent portion for Housing Choice Voucher tenants.

Q What is a payment standard and can I go over that amount?

The payment standard is the maximum monthly amount that the PHA will pay for rent plus utilities. The PHA establishes payment standards according to bedroom size. The payment standard used for a family is the lower of:

- ✓ The payment standard for the family unit size indicated on their voucher OR
- ✓ The payment standard for the size of the unit leased by the family
- ✓ People with disabilities may request a payment standard exception of up to 120% from the PHA as a reasonable accommodation to allow the rental of a unit that meets their disability-related needs.

The payment standard is not a rent limit. In some cases, you can choose a more expensive unit. But you would have to pay the difference.

Q How does the owner get paid under the Housing Choice Voucher Program?

The payment is made of two parts.

- ✓ The PHA will calculate the portion of the rent amount that you will pay the owner. Typically, this will be 30 percent of your family's monthly adjusted income. The exact amount varies depending on which utilities are your responsibility. Typically this amount is referred to as the **Family Rent Portion** or **Total Tenant Payment**.
- ✓ The PHA pays the **Housing Assistance Payment** or HAP. HAP is the difference between the **Family Rent Portion** and either the **gross rent (the cost of rent plus any tenant-paid utilities)** or the **payment standard**.

Q How does the PHA typically determine the Family Rent Portion?

1. The PHA determines your annual income.
2. The PHA determines your annual adjusted income by subtracting any mandated or other deductions.
3. The PHA divides the annual adjusted income by 12 (months) to determine your monthly adjusted income.
4. The PHA will determine which is the highest of
 - The monthly income x 10%
 - The monthly adjusted income x 30%
 - For families receiving welfare, the portion of welfare that is set aside for housing costs (in certain states)



The highest amount will be the Family Rent Portion.

Q How does the PHA determine an annual income?

For initial admissions or recertifications that take place in between annual recertifications—known as interim recertifications—PHAs must use anticipated income (current income) (i.e., the family’s estimated income for the upcoming 12-month period).

For annual recertifications, the PHA must determine the family’s income from the past 12 months. The PHA will adjust this amount for the recertification to show current income adjustments. Adjustments include changes related to interim recertifications.

PHAs may use income verification from another federal means-tested program such as a public assistance program to verify gross annual income.

Q What is included in my annual income?

To estimate the family’s income for the upcoming 12-month period, the PHA will include:

-  All amounts from all sources not excluded in [24 CFR 5.609\(b\)](#) for each adult family member 18 years or older or the head of household or their spouse.
-  Unearned income by or on behalf of each dependent under 18 years.
-  Income from [net family assets with certain exceptions](#).

Q How is my annual income adjusted?

[Adjustments](#) to annual income can include required (also called “mandatory”) deductions such as those for dependents, elderly or disabled households. Mandatory deductions can include [health and medical care expenses and also reasonable attendant care and auxiliary apparatus expenses](#). The medical and attendant deductions are for costs you have paid and not been repaid for. They are above certain percentages of the annual income as phased in under certain circumstances or adjusted by hardship exemptions. Another required deduction is for reasonable child-care expenses if a family member needs child care to be able to work or go to school. A PHA might establish additional deductions.

Q How often is family rent portion calculated?

Family rent portion is calculated at move-in and recertification. You must also report changes in income that take place. A household or family should request a PHA review their family’s income between annual reviews if there are changes in a family situation or if there is a significant change in income.

Increases in income of 10% or more also require a PHA to review a household’s income in an interim recertification. A series of smaller reported increases in adjusted income that equal or exceed 10% will also require a review to assess if the rent needs to be changed. Ask your PHA about any exceptions.



For more HCV tenant resources, visit HCV Applicant and Tenant Resources at <https://www.hud.gov/helping-americans/housing-choice-vouchers-tenants>.



Contact your local PHA for more information about any additional income included or excluded or additional deductions. To receive deductions or exclusions, you may need to provide proof of eligibility.

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Payment Standards for Rental Assistance

New Contracts: Effective 10/1/2025

Annuals, Interims, and Rent Adjustments: Effective 1/1/2026

Updated 2/10/2026

FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
RESIDENTS

Payment Standards for 2026 have been updated!

What are Payment Standards?

The Payment Standard is the maximum amount of rental assistance a family can receive and is based on the area's fair market rents (FMRs)/Small Area Fair Market Rents (SAFMR's) and funding from the U.S. Department of Housing and Urban Development (HUD).

- This is *not* the maximum rent that landlords can charge.
- This is the maximum amount of rental assistance a family can receive, but the actual amount a family receives will vary based on the family's income and the specific unit they choose.



Please note: The amount of rent a landlord charges must be "reasonable" compared to similar unassisted rental units in the neighborhood with similar amenities.

What are Small Area Fair Market Rents (SAFMRs)?

SAFMRs are average rent amounts based on the size of the rental unit (e.g., one-bedroom, two-bedroom) in specific zip codes. They help determine the amount of rental assistance families can receive, ensuring that the assistance better matches the actual rent costs in different neighborhoods. Fresno Housing uses SAFMRs to set Payment Standards for zip codes within Fresno County (see chart below). For all other zip codes, the Agency uses traditional FMRs.

Payment Standards by Zip Code (SAFMRs)

These charts show the Payment Standards for zip codes in Fresno County.

- The top chart lists the zip codes using SAFMRs
- The smaller chart applies to all other zip codes in Fresno County.

These Payment Standards are designed to allow families access to modest, decent, safe and sanitary housing options across various neighborhoods within the City & County of Fresno.

For more information, please visit our website and review the payment standards at www.fresnohousing.org

Payment Standards for Rental Assistance

New Contracts: Effective 10/1/2025

Annuals, Interims, and Rent Adjustments: Effective 1/1/2026

Updated 2/10/2026

FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **ENGAGED**
HOUSING RESIDENTS

PAYMENT STANDARDS 2025-2026

Find the ZIP code you are trying to rent in and the voucher size you have been issued by Fresno Housing (FH). The amount listed is the Payment Standard which is the maximum amount FH can pay for Housing Assistance Payment (HAP) for that zip code. This is not the maximum rent that can be charged by landlords. The amount a landlord can charge must be "reasonable" when compared to unassisted rental

ZIP CODE	CITY	VOUCHER SIZE					
		0	1	2	3	4	5
93210	Coalinga	\$ 1,962	\$ 2,016	\$ 2,421	\$ 3,267	\$ 3,564	\$ 4,099
93611	Clovis	\$ 1,818	\$ 1,836	\$ 2,250	\$ 3,132	\$ 3,600	\$ 4,140
93612	Clovis	\$ 1,323	\$ 1,332	\$ 1,638	\$ 2,304	\$ 2,628	\$ 3,023
93619	Clovis	\$ 1,818	\$ 1,836	\$ 2,268	\$ 3,192	\$ 3,660	\$ 4,210
93625	Fowler	\$ 1,272	\$ 1,272	\$ 1,608	\$ 2,268	\$ 2,592	\$ 2,981
93626	Friant	\$ 1,776	\$ 1,788	\$ 2,268	\$ 3,204	\$ 3,636	\$ 4,182
93651	Prather	\$ 1,584	\$ 1,584	\$ 2,004	\$ 2,820	\$ 3,228	\$ 3,712
93667	Tollhouse	\$ 1,476	\$ 1,485	\$ 1,827	\$ 2,538	\$ 2,916	\$ 3,354
93704	Fresno	\$ 1,359	\$ 1,368	\$ 1,683	\$ 2,340	\$ 2,691	\$ 3,096
93711	Fresno	\$ 1,512	\$ 1,521	\$ 1,872	\$ 2,640	\$ 3,024	\$ 3,478
93720	Fresno	\$ 1,800	\$ 1,809	\$ 2,256	\$ 3,180	\$ 3,636	\$ 4,182
93722	Fresno	\$ 1,278	\$ 1,287	\$ 1,620	\$ 2,280	\$ 2,616	\$ 3,008
93723	Fresno	\$ 1,818	\$ 1,836	\$ 2,268	\$ 3,192	\$ 3,660	\$ 4,210
93730	Fresno	\$ 1,818	\$ 1,836	\$ 2,268	\$ 3,192	\$ 3,660	\$ 4,209
93737	Fresno	\$ 1,611	\$ 1,620	\$ 1,989	\$ 2,763	\$ 3,177	\$ 3,654

ALL OTHER ZIP CODES NOT LISTED ABOVE

0	1	2	3	4	5
\$ 1,264	\$ 1,272	\$ 1,604	\$ 2,260	\$ 2,587	\$ 2,975

For more information, please visit our website and review the payment standards at www.fresnohousing.org

How Portability Works

What is Portability?

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

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

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



What Happens Next?

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

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.

2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.

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

See back for more details

See back for more details

ATTACHMENT 4

How Portability Works



Before Porting, Things You Should Know

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

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

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

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

See front for more details

Once at the Receiving PHA

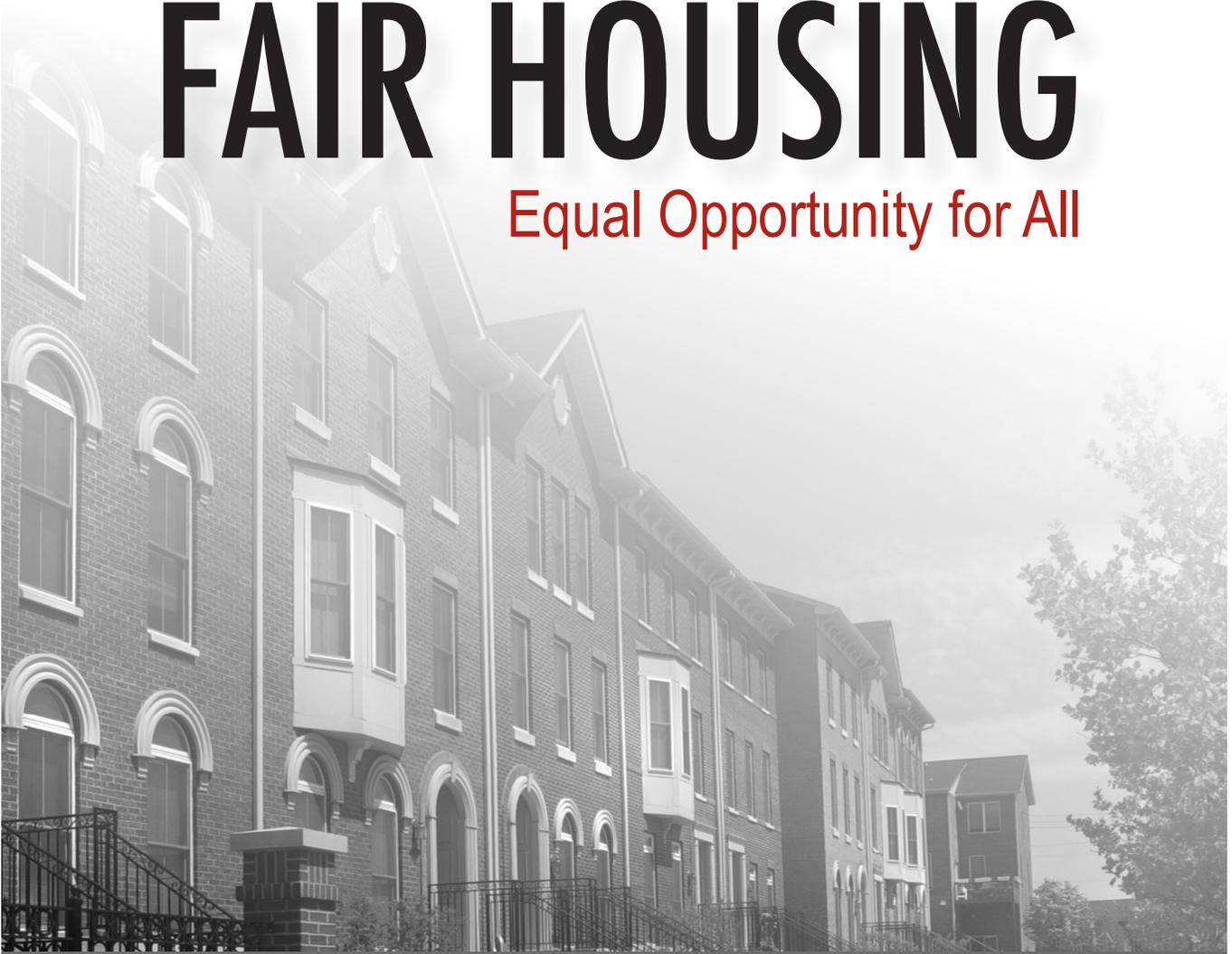
1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified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

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

See front for more details

FAIR HOUSING

Equal Opportunity for All



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



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





FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

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

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

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

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

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

ATTACHMENT 5



FAIR HOUSING Equal Opportunity for All

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

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

WHAT HOUSING IS COVERED?

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

WHAT IS PROHIBITED?

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

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

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

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

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

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

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

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

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

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

BOSTON REGIONAL OFFICE

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

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

NEW YORK REGIONAL OFFICE

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

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

PHILADELPHIA REGIONAL OFFICE

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

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

ATLANTA REGIONAL OFFICE

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

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

CHICAGO REGIONAL OFFICE

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

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

FORT WORTH REGIONAL OFFICE

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

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE



ATTACHMENT 5

FAIR HOUSING Equal Opportunity for All

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

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

DENVER REGIONAL OFFICE

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

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

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

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

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

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

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

If You Are Disabled: HUD also provides:

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

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

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

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

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

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

Complaint Referrals to State or Local Public Fair Housing Agencies:

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

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

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

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

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

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

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

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

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

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

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

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

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

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

IN ADDITION

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

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

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

Other Tools to Combat Housing Discrimination:

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

Notes

FAIR HOUSING Equal Opportunity for All

Notes

FAIR HOUSING Equal Opportunity for All

Notes

FAIR HOUSING Equal Opportunity for All

ATTACHMENT 5

For Further Information

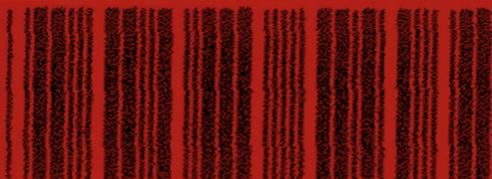
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on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



CONNECT WITH HUD



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



02305

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

HUD-1686-1-FHEO
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**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

A Good Place to Live!

ATTACHMENT 6

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

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

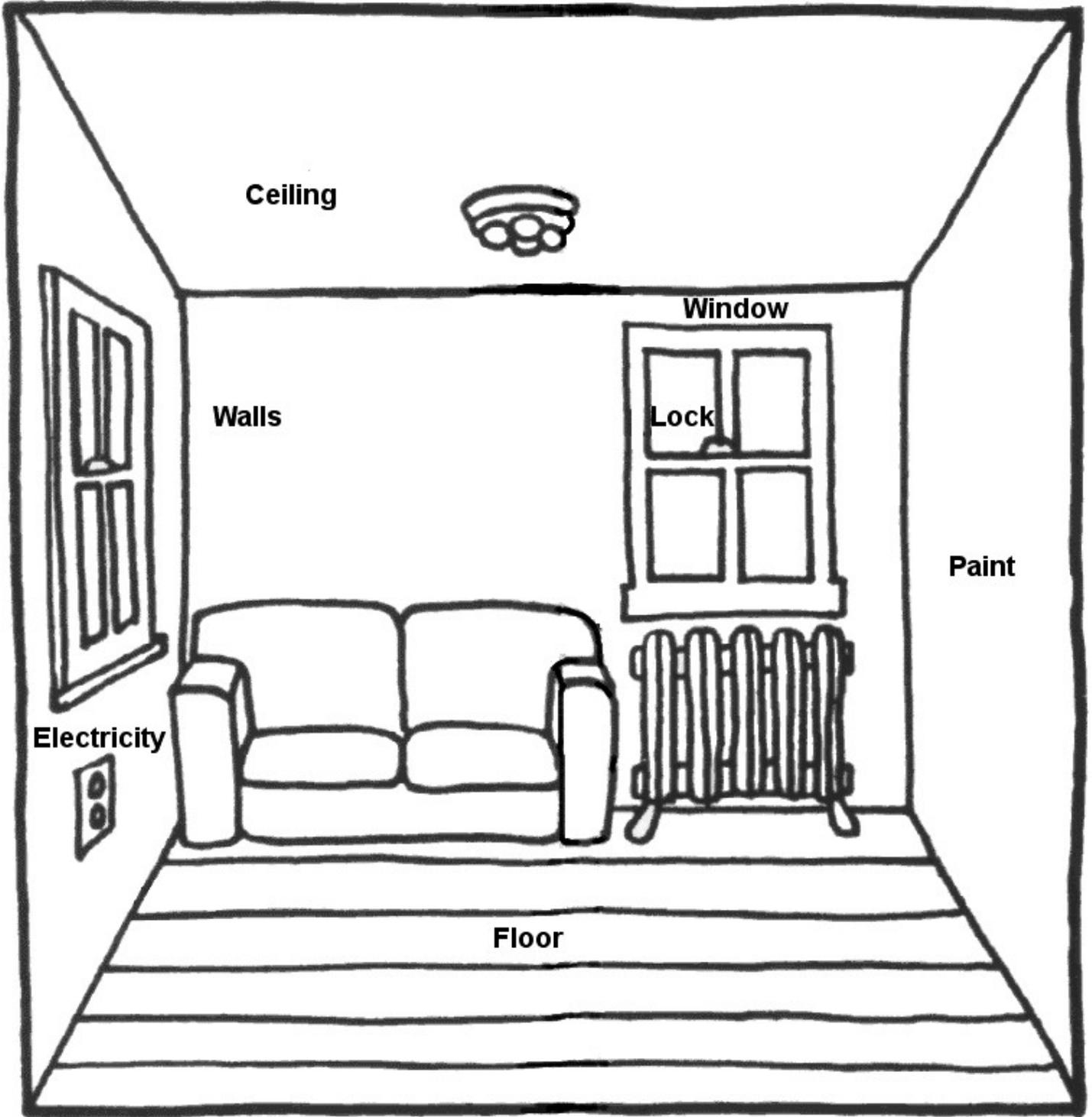
ATTACHMENT 6

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

ATTACHMENT 6

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.)

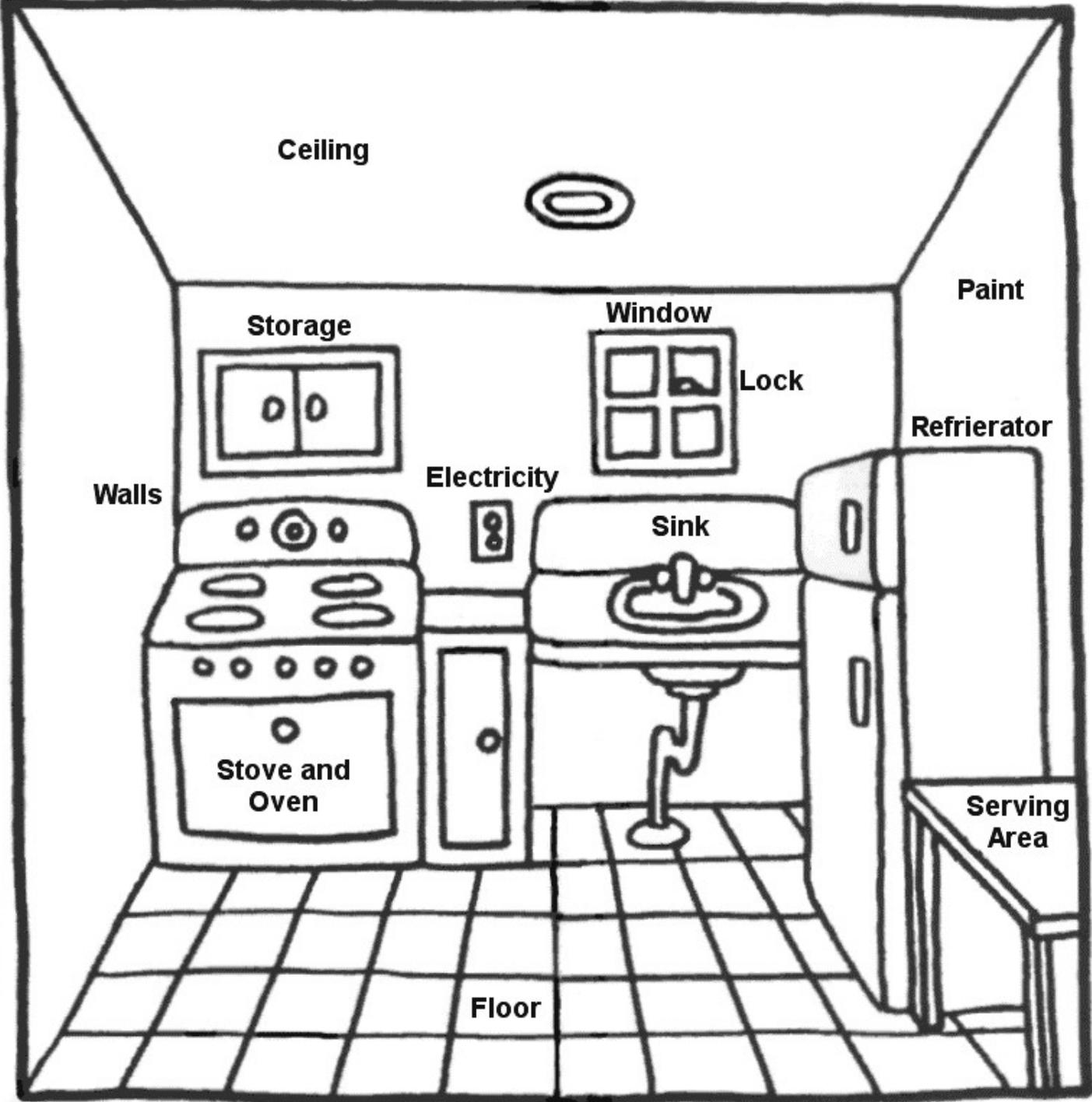
Sink

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.

ATTACHMENT 6

Electricity

At least one permanent overhead or wall light fixture.

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

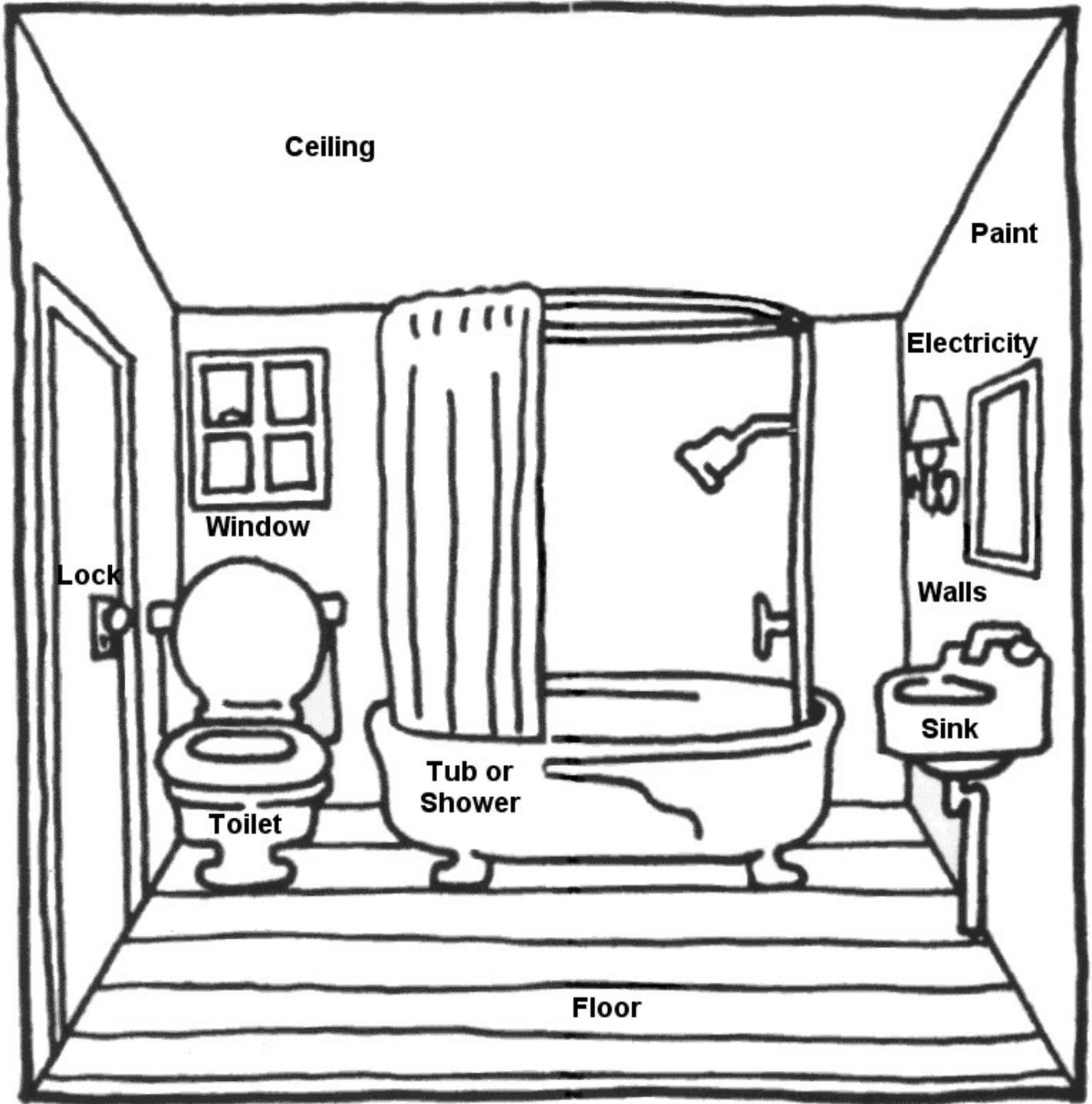
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

ATTACHMENT 6

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.

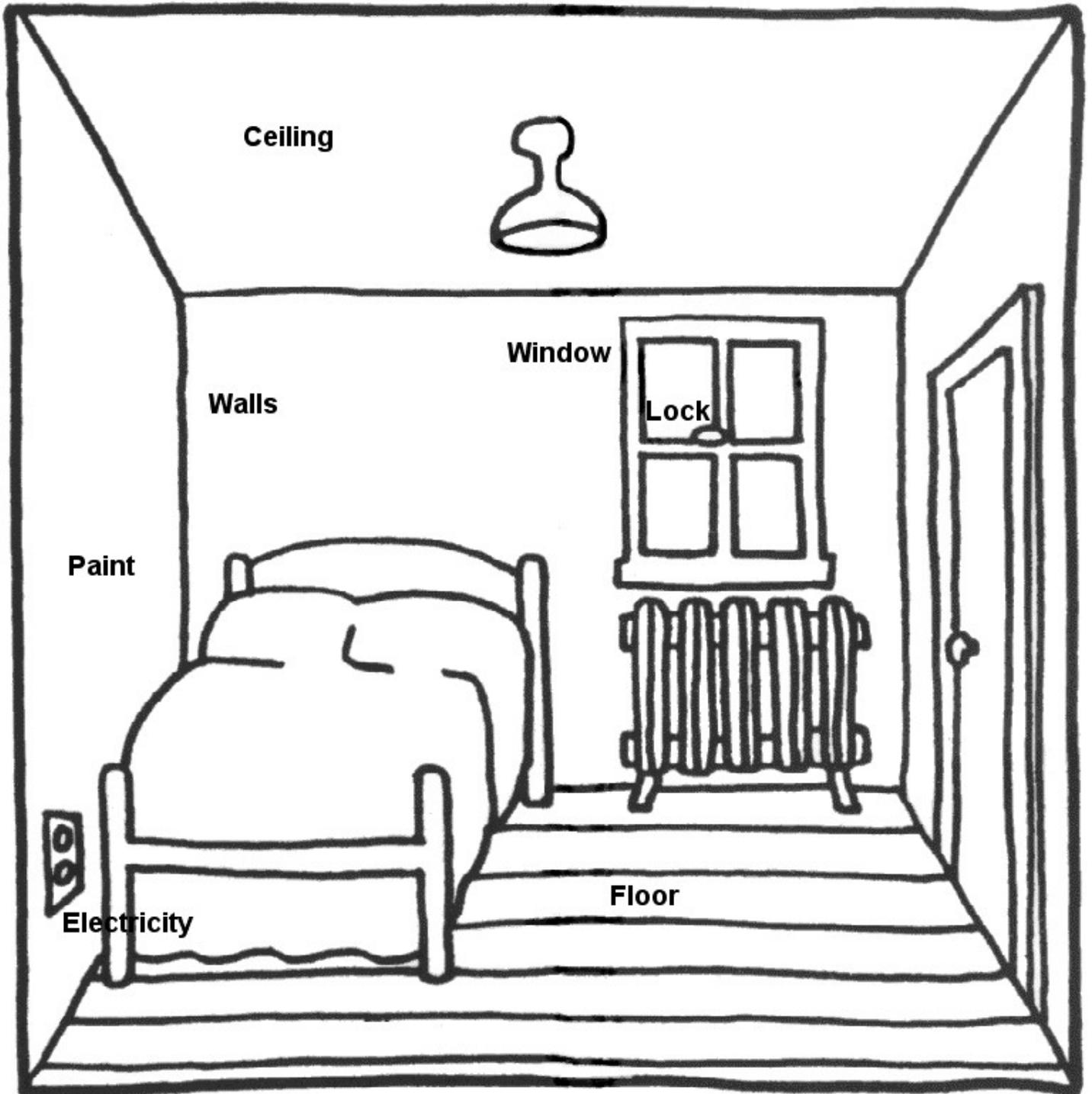
- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

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?

ATTACHMENT 6



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.

ATTACHMENT 6

Cooling

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

Plumbing

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

Water Heater

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

Heat

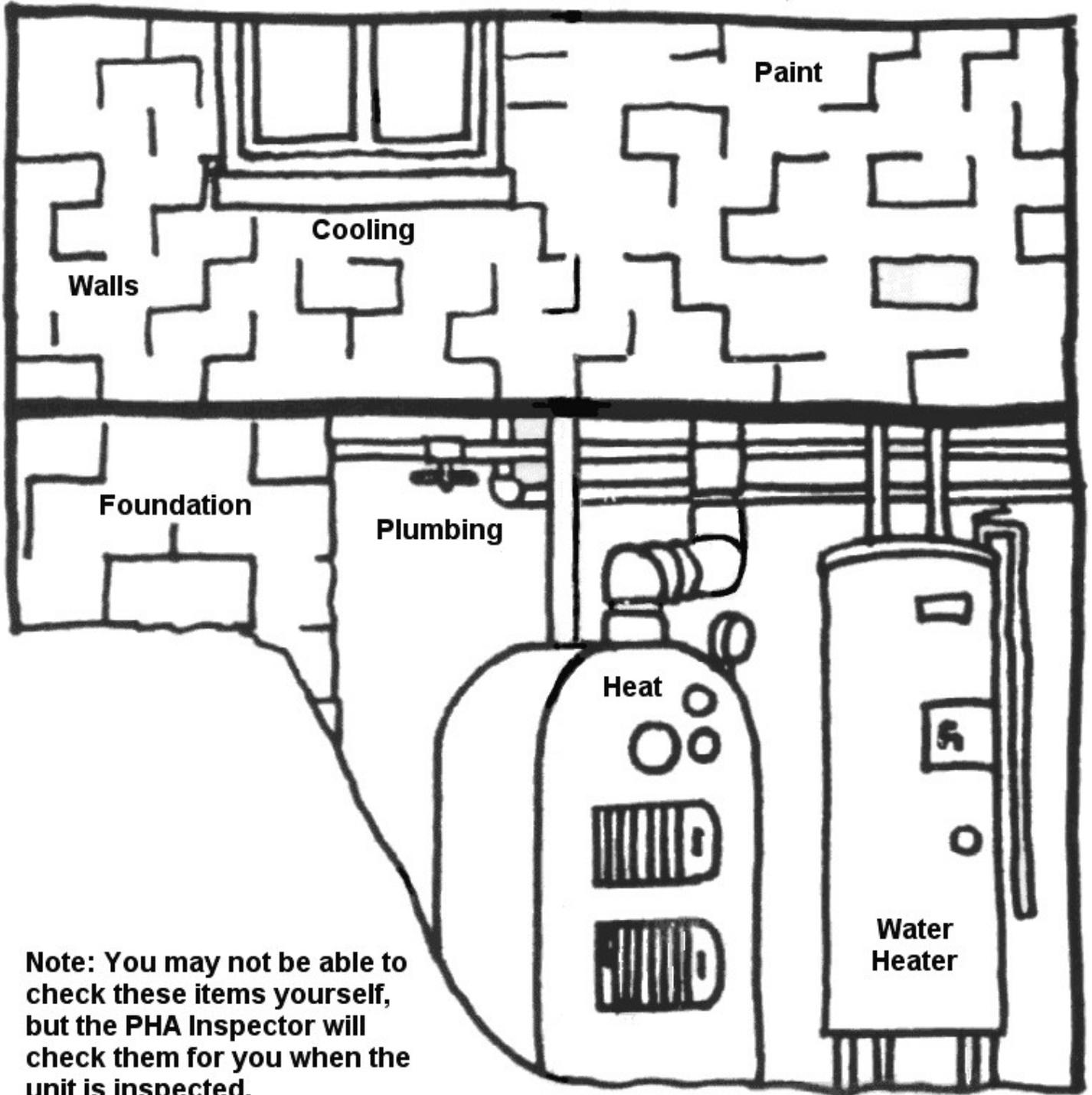
Enough heating equipment so that the unit can be made comfortably warm during cold months.

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

You should also think about:

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

ATTACHMENT 6



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

ATTACHMENT 6

Pollution

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

Rodents and Vermin

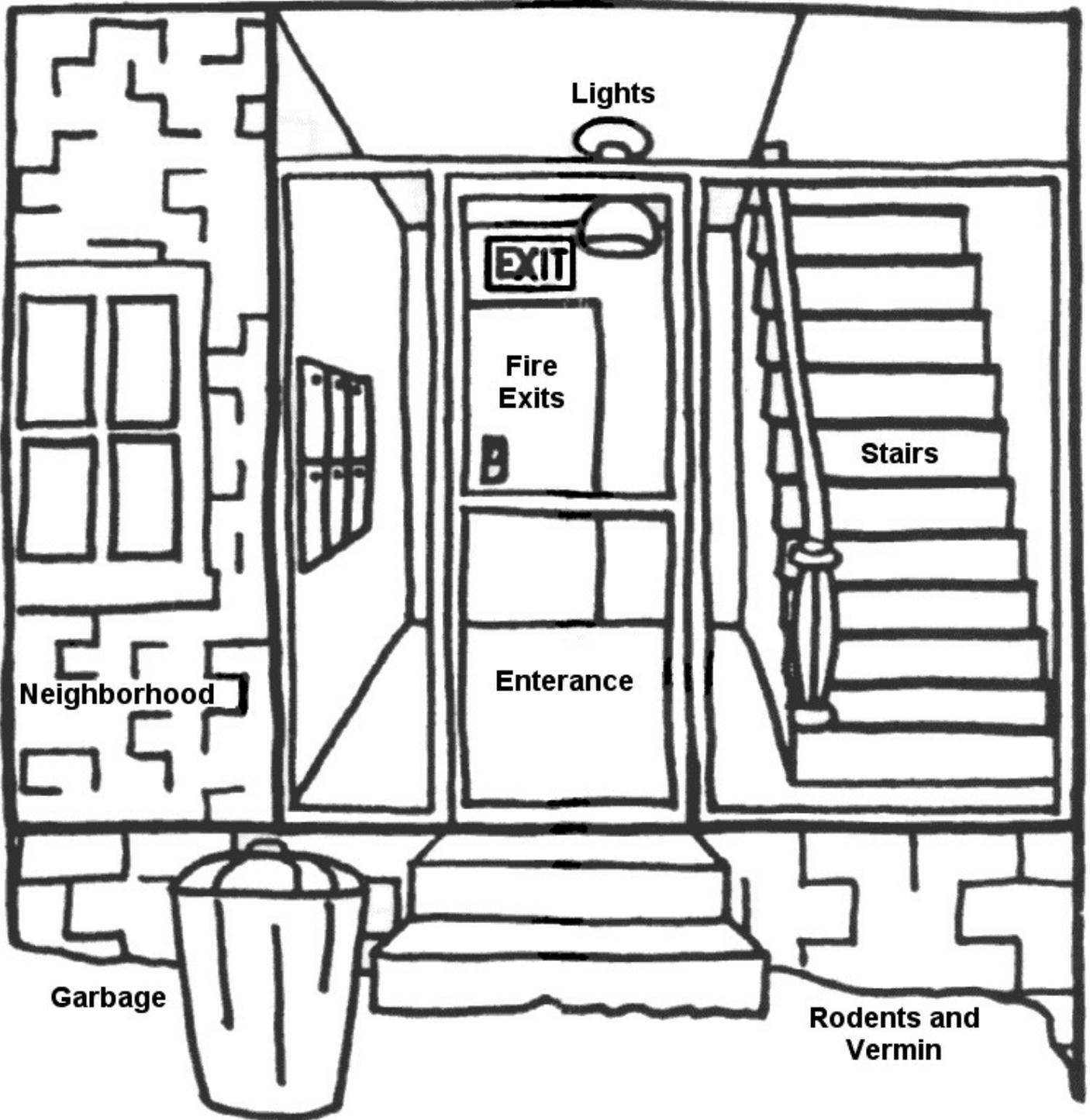
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

ATTACHMENT 6

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.

ATTACHMENT 6

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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



Tips for HCV Unit Search



Explore where you want to live.

With your voucher in hand, it's time to search for housing. In determining which neighborhoods you might like to live in, consider the things that are most important for your family in your new community.

Consider personal priorities and needs such as:

- Schools
- Transportation
- Access to community resources
- Grocery stores including any specialty grocery stores
- Social and family supports
- Places of worship
- When the unit is available



Start your search.

Check with the local housing authority. Participants should ask public housing agencies (PHAs) for a list of landlords that have expressed an interest in participating in the voucher program. The housing authority should also know of any local property listing services.

In addition to talking with the local housing authority, check out some of these well-known property services:

- AffordableHousing.com
- Realtor.com
- Apartments.com



Set aside time to visit units.

Be sure to visit units in person to make sure they meet your needs. Don't be afraid to ask questions.

It may be helpful to visit units during the day and also the evening as well as different days of the week.

Come prepared.

Some landlords are not familiar with the voucher program. There are resources on the landlord page at www.hud.gov/hcv to explain the benefits of the program to landlords.

Typical documents that are requested by landlords include forms of identification (such as driver's license, social security card, etc.) and a completed rental application.

It is important to have ready names and contact information for prior landlords and personal references, the Request for Tenancy Approval packet, and explanations of anything that may show up on a credit or criminal history screening.

Know your rights.



The **Fair Housing Act** protects people from housing-related discrimination. People may not be discriminated against on the basis of race, color, national origin, religion, sex (including gender identity or sexual orientation), familial status, or disability. If you believe your rights may have been violated, please visit our website to **report housing discrimination**.

In addition, some communities have adopted laws that prohibit landlords from discriminating against voucher holders. Some properties are required to accept vouchers as a source of rent payments. Learn more at the **HUD Source of Income website** (available at www.hud.gov/hcu).

Know what to avoid.

Here is a list of things to avoid when looking for a unit:

-  Units renting much higher than the payment standard
-  Units that you or someone in your family owns
-  Units that won't pass an inspection (serious health or safety defects, significant repairs)



Beware of scammers that will waste your time and money. Do not provide identifiable information about yourself until you have seen a unit and are in the process of filling out an application. **You should never have to pay money to see a unit.**

Budget for housing search.



Some landlords will require application and other fees. Have funds available to apply for units and pay for security deposits, if necessary.

Don't get discouraged.

It can take a while to find a rental unit that meets your family's needs. Most families can successfully lease with their voucher, but it might take some time. Keep searching!



Ask the PHA about its policy on voucher extensions if you need more time for your housing search.



To learn about additional HCV tenant resources, see: <https://www.hud.gov/hcu/tenants>. Also contact your **PHA** for more information.

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Maintaining Your Voucher



The traditional Housing Choice Voucher (or “voucher”) is not time-limited. As long as you: (1) follow the program rules, (2) continue to qualify for housing assistance payments based on your income, and (3) based on your PHA's policy, continue to apply based on your assets, you can keep your voucher until you no longer need it. These are some of the basic requirements around maintaining your voucher:

Notify the Public Housing Agency About:



Updates to income



Family changes



Moving out



Extended absences



Do's



Live in the home



Allow inspections



Participate in reexaminations



Dont's



Damage unit



Violate lease



Commit crimes

LOCAL HUD FIELD OFFICE

If you feel that your local public housing agency (PHA) is applying these policies incorrectly, contact your local HUD field office.

Look up the field office near you here: <https://www.hud.gov/local>

Flip to the other side to see additional Family Obligations.



Maintaining Your Voucher: Frequently Asked Questions

✓ What information am I required to regularly report to the public housing agency?

- **Updates to income:** You need to submit any information your PHA requires about changes to your family's income for your regular reexamination or interim reexamination.
- **Family changes:** Tell the PHA of changes to your family such as a new birth or death in the family. Request in writing to add any other family member to the household. Tell the PHA if anyone in your household moves out.
- **Moving out:** Tell the PHA and your property owner if you plan to move out or end your lease.
- **Extended absences:** Notify the PHA if you are away from your home for a long time.

✓ What obligations do I have regarding the unit?

- **Live in the home:** You need to live in the home as your only residence.
- **Allow inspections:** You need to allow the PHA to inspect the unit for periodic inspections or inspections related to a complaint or emergency.
- **Keep in good standing with lease:** You cannot commit a serious or repeated lease violation.
- **No damages:** You cannot damage the unit beyond normal wear and tear.
- **No committing crimes or using illegal drugs:** You cannot participate in any drug-related or violent criminal activity and cannot commit any other crime that would threaten or bother your neighbors. You also cannot use illegal drugs or abuse alcohol in a way that bothers your neighbors.

✗ What other violations could lead me to losing my voucher?

- **Failing to complete a recertification:** You need to recertify your information with the PHA when requested. This includes verifying your income and who lives in your household.
- **Allowing non-household members to stay with you:** Only family members on your voucher can live with you. You have to request to add new people to your voucher.
- **Committing crimes related to the voucher:** You cannot commit fraud, bribery or any other corruption or criminal act in connection with the program.
- **Receiving double subsidies:** You cannot receive voucher assistance while also receiving housing rental (or mortgage) assistance from another government program.



These are just examples of big program requirements. Other requirements exist.

To learn about additional HCV tenant resources, see: <https://www.hud.gov/hcv/tenants>.

Also contact your PHA for more information.



Housing Choice Voucher Tenant Responsibilities



Participants in the Housing Choice Voucher (HCV) program have rights and responsibilities as program participants. Some responsibilities may vary, so check with your public housing agency (PHA). Learn more about your responsibilities by reading your lease.

Q When am I required to notify the PHA?

- When you are away from your unit for an extended period of time.
- Before ending the lease or moving out of the unit.
- If there are changes to your family, such as a new birth or a death in your household, or if someone moves out.
- When there are changes to your family's income.

Q What information am I required to supply during a recertification?

- Income information. You may be required to provide asset information based on the policy of your PHA.
- Information on each household member's immigration status.
- Each member's social security number.

Q What are my responsibilities regarding inspections?

- You must allow the PHA to inspect your unit for periodic inspections, complaints, or emergencies.

Q What are my obligations to the unit?

- You must follow the terms of your lease. This includes paying your rent portion and utility bills you are responsible for.
- You must maintain the unit. That includes not damaging the unit.
- You cannot participate in any drug-related or violent criminal activity and cannot commit any other crime that would threaten or bother your neighbors. You also cannot use illegal drugs or abuse alcohol in a way that bothers your neighbors.



For more Housing Choice Voucher tenant resources, visit <https://www.hud.gov/hcu/tenants>



Contact your local PHA for more information.

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Housing Choice Voucher Tenant Rights



Participants in the Housing Choice Voucher (HCV) program have rights and responsibilities as program participants. Some rights may vary, so check with your public housing agency (PHA). Learn more about your rights by reading your lease.

Q When can I request an informal hearing?

✓ If you think your public housing agency (PHA) applied a policy incorrectly, you can contest your PHA's decision related to:

- Your annual income calculation.
- Your rent portion.
- The Housing Assistance Payment (HAP) amount sent to the property owner.
- The appropriate utility allowance for your unit.
- The subsidy standard applied to your household. In other words, the number of bedrooms your family qualifies for under the PHA's policy.
- A determination to end your assistance because of your action or failure to act.
- A determination to end your assistance because your family was absent from the unit.

Q When can I request repairs to my unit?

✓ Any time a repair is needed to make your home safe and habitable. If the property owner refuses to make needed repairs to your unit, you may request an inspection from the PHA. The inspection should encourage the owner to make the repair. If the owner refuses to make the repair, the PHA will eventually stop HAP payments and terminate the contract. The PHA will give you a voucher to move.

Q What is a reasonable accommodation? When can I receive a reasonable accommodation?

✓ A reasonable accommodation is a change to your PHAs's policy or process that allows a person with a disability an equal opportunity to participate in the program. Your PHA can tell you how to request a reasonable accommodation.

- ✓ Examples of a reasonable accommodation include:
- A larger voucher size to allow a person with a disability to have a live-in-aide.
 - A sign language interpreter during a public PHA meeting so a person with hearing loss can participate.
 - Large-print documents for a person with limited eyesight.
 - Additional search time to allow a family more time to find an accessible unit.
 - An exception payment standard, meaning a higher rent subsidy, to make a unit that meets a family's disability-related needs affordable for that family.

Q English is not my first language. Can I get information in my language?

✓ Yes. You can receive oral information from your PHA in your preferred language. The PHA will have a staff member that speaks your language or provide a free interpreter.

Q When and where can I move with my voucher?

- ✓ You can move with continued assistance at any time as long as your lease has ended. You may be limited to one move per year.
- ✓ There is an exception for persons covered under the Violence Against Women Act (VAWA). Someone who has experienced domestic violence, dating violence, sexual assault, and/or stalking, and has a voucher, must be allowed to move with continued assistance. Learn more at <https://www.hud.gov/vawa>
- ✓ You can move anywhere else in the country where there is a Housing Choice Voucher program. This process is called “porting.”

Q How can I participate in my PHA board?

- ✓ All PHA clients are entitled to participate in the public PHA board meetings. Your PHA will publicly post their board meeting schedule.

Q A property owner told me they don't take vouchers. Is that legal?

- ✓ It depends on where you live. Some areas have what is called “source of income” law. Source of income laws make it illegal for property owners to refuse HCV renters the chance to apply for their units because they have an HCV. So, ads that say something like, “No Section 8” or “Not voucher approved,” are illegal.
- ✓ To find out if your community has a source of income law search here: https://www.hud.gov/Program_Offices/Public_Indian_Housing/Source_Income_Protections

Q How can I report discrimination?

- ✓ If you feel that you have been discriminated against and you want help, find your federally supported local fair housing organization here: https://www.hud.gov/program_offices/fair_housing_equal_opp/contact_fhip
- ✓ You can also file a complaint directly with HUD: <https://www.hud.gov/fairhousing/fileacomplaint>

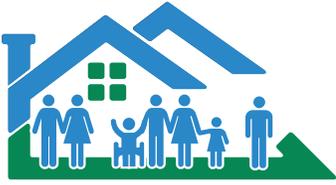


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How Tenants Participating in HUD Housing Programs Can Address Concerns



This flyer discusses a few common concerns Public Housing tenants and Housing Choice Voucher (HCV) tenants might experience. It offers tips for possible resolution. Tenants can take a proactive approach by identifying possible or existing concerns and who might best help resolve the concern.

Note: HCV tenants should work with your landlord and your public housing agency (PHA). For Public Housing tenants, your PHA is your landlord.

Resolving concerns that may affect your housing

If you have a concern that might impact on your housing, inform your PHA and/or landlord as soon as possible. Here are a few examples of concerns that may arise and suggestions on how to address them.

- **Changes in household income?** You are encouraged to make the PHA aware of changes in income immediately. The PHA having your correct income helps ensure your rent is calculated accurately. Paying the right portion of rent helps you make on-time rent payments.
- **Changes to your household?** You must promptly inform the PHA of additions due to birth, adoption or court-awarded custody, but the PHA doesn't have to provide prior approval. The PHA must approve other additional persons in advance. This includes when household members move out or move in. If you have a voucher, you must also inform your landlord before new household members move in.
- **Housing Health and Safety concerns?** Public Housing tenants should inform the PHA and HCV tenants should inform their landlord of health and safety issues in their housing unit as soon as possible – follow up in writing so there is documentation. The PHA is responsible for keeping Public Housing units safe and healthy. The landlord is responsible for keeping HCV units safe and healthy. If your concerns about the health or safety of your unit are not addressed:
 - Public Housing tenants - contact your [local HUD Office](#).
 - HCV tenants – contact [your PHA](#) and, if needed, your [local HUD Office](#).



To report concerns, describe the problem; state if it is an emergency and why (how does it affect your health or safety); your contact information and address; and the initial response when you reported the issue.

After reporting your concern, your unit may receive a special inspection. Any life-threatening health and safety deficiencies discovered during an inspection must be corrected within 24 hours. [Life-threatening deficiencies](#) have a high risk of death, severe illness, or injury to the tenants. Typically, non-life threatening deficiencies must be addressed within 30 days. PHAs must make necessary repairs or provide alternative accommodation for Public Housing residents. If alternative accommodations cannot be provided, and the damage was not caused by your household or guests, you can refer to your lease about credits or [abatements](#) that can be applied towards your rent proportional to the damage.

Resolving concerns with neighbors

You have the right to live in your unit without threat to your health, safety, or right to peaceful enjoyment and the same is true for your neighbors! Some examples of being a good neighbor include:

-  Treat your neighbors the same way you would like to be treated.
-  Be courteous and listen if your neighbor reaches out to you about an issue. Consider if there are changes you can make.
-  Maintain your property and respect community property.

Additional tips

-  Always review your lease before contacting your PHA or, if you are an HCV tenant, before you contact your landlord. In most cases, the lease will address your concerns and point you toward options to remedy concerns. If you still have questions, then contact your PHA or landlord.
-  Consider who can assist you best with concerns – the PHA, the property owner, or a tenant group?
-  Always communicate with your PHA/landlord. It's a good idea to communicate your concerns to the PHA/landlord in writing. Keep proof of dates when you communicated about a concern and who you spoke with. Take photos of the concerns.
-  Keep a list of important numbers on your refrigerator and save them to your phone (i.e. the telephone number to the PHA, after-hours emergency repair number, your landlord).

What if you need more assistance?

-  Contact [your PHA](#) or your [local HUD Office](#) if you need additional assistance.
-  If the Public Housing development has an elected resident council, contact them. Resident councils represent all residents at the property.
-  Tenants have the right for legal representation. Search or call 211 for local legal assistance organizations.
-  To report discrimination, contact your state fair housing assistance program at <https://www.hud.gov/stat/fheo/partners-agencies> or file a complaint directly with HUD at <https://www.hud.gov/fairhousing/fileacomplaint>.



For more Public Housing resident resources, visit Tenant Empowerment resources at <https://www.hudexchange.info/programs/public-housing/tenant-empowerment>.

For more HCV tenant resources, visit HCV Applicant and Tenant Resources at <https://www.hud.gov/helping-americans/housing-choice-vouchers-tenants>.



Contact your local PHA at <https://www.hud.gov/contactus/public-housing-contacts> for more information.

FINDING HIGH OPPORTUNITY NEIGHBORHOODS WITH THE OPPORTUNITY ATLAS

“WHERE KIDS GROW UP TO EARN MORE” MAP LAYER

What is the Opportunity Atlas?

The Opportunity Atlas is a map tool that shows how children from low-income families have historically fared as adults, based on income, education, and incarceration rates, depending on where they grew up. This helps identify neighborhoods that may offer better long-term outcomes for your family.

How to Use the Map:



- 1 Visit www.AffordableHousing.com, or scan this QR code and enter your city or ZIP code in the search bar
- 2 Click on the “Layers” icon and turn on the “Where Kids Grow up to Earn More” (Opportunity Atlas) map layer
- 3 Use the map to explore listings in these areas. Look for darker green areas. These are neighborhoods with higher opportunity scores



Need Help?

Ask your housing specialist or contact AffordableHousing.com at (866) 466-7328



Why This Matters:

Neighborhoods with higher opportunity scores are linked to:

- Better schools
- Lower poverty rates
- Higher incomes in adulthood for children raised there
- Lower incarceration rates

Tip: When using your voucher, consider searching in one of these high-opportunity areas. Your housing specialist can help you identify options.



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
- How lead affects health
- 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 or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

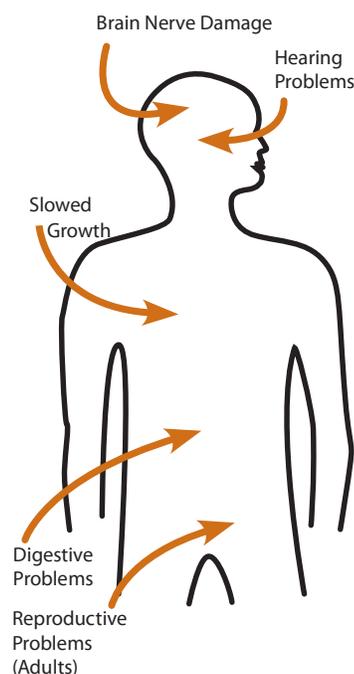
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.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.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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



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

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

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

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

Reducing Lead Hazards, continued

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

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

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

Renovating, Repairing or Painting 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
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

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

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 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) 906-6809

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

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 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
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 to Office of Lead Hazard Control and Healthy Homes 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/lead

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IMPORTANT!

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

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

Are You a
Victim of
Housing
Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

ATTACHMENT 14

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

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

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

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

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

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

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

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

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

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

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

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

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

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

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

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

***If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:***

U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

ATTACHMENT 14

PLACE
POSTAGE
HERE

MAIL TO:

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

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

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

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

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

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

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

1 What happened to you?

How were you discriminated against?

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

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

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

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

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

3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____/____/____

Is the alleged discrimination continuing or ongoing?

Yes No

Signature

Date

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



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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

Date you mailed your information to HUD:

___/___/___

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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



Report Housing Discrimination

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

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- Because of race
- Because of color
- Because of religion
- Because of national origin (including limited English proficiency)
- Because of disability
- Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- Other reason (explain below)

- Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**



QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name):

Last name:

Relationship to you: (e.g. landlord, lender, real estate agent)

Address:

Business name or job title:

Phone number 1:

Phone number 2:

Email address:

Location (for example, name of residential rental or sales property, public entity, business, or bank):

Street address:

Apt. or unit:

City:

State:

ZIP:

More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):

Street address:

Apt. or unit:

City:

State:

ZIP:



QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

NOTE: Continued on next page



ATTACHMENT 15

What happened? (continued):

NOTE: If you need more space, attach additional pages



CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name:

Last name:

Phone number:

 Cell phone?

Email address(es):

Preferred contact: Phone Email OtherBest time to call: Morning Afternoon Preferred language(s):

Street address:

Apt. or unit:

City:

State:

ZIP:

Your mailing address

Street Address:

Apt. or unit:

City:

State:

Zip:

Second Point of Contact

First name:

Last name:

Phone number:

Email address:

Relationship to you (optional)

 Family member or friend Attorney Fair housing advocate or representative Other

FORM INSTRUCTIONS

Where to mail, email, or fax your claim form

Submit online at www.hud.gov/fairhousing/fileacomplaint or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

Mail:

FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 321
Boston, MA 02222

Email: ComplaintsOffice01@hud.gov

Fax: Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

Mail:

FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532 New York, NY 10278

Email: ComplaintsOffice02@hud.gov

Fax: Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

Mail:

FHEO Region 3 The Wanamaker Building
100 Penn Square East, 12th Floor Philadelphia, PA 19107

Email: ComplaintsOffice03@hud.gov

Fax: Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)

AL, FL, GA, KY, MS, NC, SC, TN

Mail:

FHEO Region 4 Five Points Plaza 40 Marietta NW St.,
16th Floor Atlanta, GA 30303

Email: ComplaintsOffice04@hud.gov

Fax: Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

Mail:

FHEO Region 5 Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604

Email: ComplaintsOffice05@hud.gov

Fax: Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

Mail:

FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102

Email: ComplaintsOffice06@hud.gov

Fax: Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

Mail:

FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101

Email: ComplaintsOffice07@hud.gov

Fax: Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

Mail:

FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway Denver, CO 80202

Email: ComplaintsOffice08@hud.gov

Fax: Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)

AZ, American Samoa, CA, Guam, HI, NV

Mail:

FHEO Region 9 One Sansome St. Suite
1200 San Francisco, CA 94104

Email: ComplaintsOffice09@hud.gov

Fax: Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)

AK, ID, OR, WA

Mail:

FHEO Region 10 Seattle Federal Office Building
900 First Avenue, Room 205 Seattle, WA 98104

Email: ComplaintsOffice10@hud.gov

Fax: Call (206) 220-5170 for assistance



Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529-0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.



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

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact: HUD Website: <https://www.hud.gov/vawa#VAWA-Forms> ; FOR HOPWA PROVIDERS – <https://www.hud.gov/vawa#VAWA-Forms>. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan.

Visit our website at www.fresnohousing.org or Fresno Housing Central Office at 1331 Fulton St, Fresno CA 9372.

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

ATTACHMENT 16

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

ATTACHMENT 16

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

ATTACHMENT 16

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact your assigned worker or 504 Coordinator, Melissa Ortiz at MOrtiz@fresnohousing.org. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting San Francisco Regional Office FHEO at (415) 489-6524 or at (800) 347-3739. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact Central Valley Legal Services
(800) 675-8001
2115 Kern St, Fresno CA 93721

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please HUD Website: <https://www.hud.gov/vawa#VAWA-Forms> ; FOR HOPWA PROVIDERS – <https://www.hud.gov/vawa#VAWA-Forms>. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

ATTACHMENT 17

◦ **Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact Central Valley Legal Services (800) 675-8001 2115 Kern St, Fresno CA 93721

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

1. Name(s) of victim(s): _____

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

3. Name(s) of other member(s) of the household: _____

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

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

Phone Phone Number: _____

Safe to receive a voicemail: Yes No

E-mail E-mail Address: _____

Safe to receive an email: Yes No

Mail Mailing Address: _____

Safe to receive mail from your housing provider: Yes No

Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

ATTACHMENT 17

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

LGBT Equal Access to HUD Programs



The U.S. Department of Housing and Urban Development enforces regulations that ensure its programs are open to all eligible individuals regardless of actual or perceived sexual orientation or gender identity.



EQUAL HOUSING
OPPORTUNITY

www.hud.gov/lgbthousingdiscrimination

HUD's regulations requiring equal access to LGBT persons include the following:

- A general equal access provision which requires housing that is funded by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) to be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
- Clarification that the terms "family" and "household," as used in HUD programs, include persons regardless of actual or perceived sexual orientation, gender identity, or marital status;
- Prohibition on owners and operators of HUD-funded housing or housing insured by FHA from asking about an applicant's or occupant's sexual orientation or gender identity for the purpose of determining eligibility or otherwise making housing available; and
- Prohibition on FHA lenders from taking into account actual or perceived sexual orientation or gender identity in determining the adequacy of a potential borrower's income.

If you believe a housing provider or FHA-insured lender violated this rule or otherwise denied housing to someone because of actual or perceived sexual orientation, gender identity, or marital status, contact your local HUD office or HUD's Office of Fair Housing and Equal Opportunity for help at (800) 669-9777 or (800) 927-9275 (TTY).



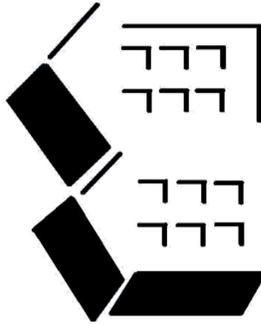
EQUAL HOUSING
OPPORTUNITY

www.hud.gov/lgbthousingdiscrimination



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

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

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

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

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

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

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

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

What are my responsibilities?

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

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date



Most Common NSPIRE-V/HCV Fail Items

While this compilation doesn't aim to encompass the entire NSPIRE protocol as it relates to the HCV, it highlights the common issues leading to unit failure

Official HUD NSPIRE Standards: <https://www.hud.gov/reac/inspire-standards>.

AB 628 New California Requirement – Effective Jan 1, 2026. Requires all rental units to have a working stove, and a working refrigerator, unless the lease specifically states the tenant agreed to provide their own refrigerator.

Will My Unit Pass?		Yes	No
Fire Safety	Smoke detector(s) installed in all needed locations?		
	Carbon Monoxide detector installed if needed?		
	Sprinklers have nothing stored within 18" of head (no damage, trim ring present)?		
	Fire extinguisher (if provided) present, tagged, charged?		
	Flammable material not stored within 3' of fuel burning device or heater?		
	Egress: Exterior doors, bedroom window/door are fully accessible?		
Electrical/Utility	Outlets covers in place and all outlets properly wired/grounded?		
	GFCI protection noted where needed?		
	Electrical: Knockouts present, no ½" gap, sheathing intact, no foreign material used in repairs?		
	Water heater - TPR is correct material, slope and length?		
	Water heater – Flue correctly aligned?		
	Heating is permanent, self-fueled, operates and can maintain 68 degrees?		
	Cooling (if provided) functions as designed?		
Door	Lighting: All lights operate and securely attached?		
	Fire doors are not propped opened or damaged (all hardware operates)?		
	Garage door operates correctly including auto opener (if equipped)?		
Kitchen/Bath	Entry door operates as designed/locks and weatherstripping has no large gaps?		
	Range: All burners/oven operates (nothing missing)?		
	Sink/Shower/Tub does not leak/drip and operates as designed?		
	Toilet is not loose (including seat) and flushes/fills correctly?		
	Ventilation: Bathroom is vented? Kitchen vent/filter is present and clean?		
General	Refrigerator functions as designed and all shelves/drawers/gasket intact?		
	Grab bar (if present in bathroom) isn't loose?		
	Infestation: Unit is free from any evidence of infestation?		
	Dryer vent free from damage and correct material?		
	Mildew: Unit has no mold/mildew noted?		
	Call-For-Aids (if equipped) are not blocked, tied short and function correctly?		
	Sharp edges: Unit is free of all property owned sharp edges?		
	Rails are grippable and present on entire flight of stairs and balcony/elevated surfaces?		
Outside	Windows are intact, operable, lockable and with undamaged screens?		
	Walls/Ceilings are free from holes larger than 2 inches?		
	Paint: No damaged or peeling paint noted (pre-1978 only)?		
	Walls are free of missing/rotted sections and penetrating holes?		
	Dryer vent is not blocked or clogged?		
	Gutters/Soffit: Gutters/downspouts intact and soffit/fascia is free of penetrating holes?		
	Lighting is present and functioning?		
	Electrical/Outlet covers and knockouts in place and outlets wired/grounded and GFCI protected?		
	Rails are grippable and present on 4+ steps and balcony/elevated surfaces?		
	Paint: No damaged or peeling paint noted (pre-1978 only)?		
	Sharp edges no broken glass or other sharp issues on/near walkways?		
	Address sign is present and legible?		
	Parking/Drive/Walkway are free of ¾" tripping issues (and no 4" deep potholes in parking)?		
Fences that provide safety/security don't have large holes, falling sections or inoperable gates?			
Fire Extinguishers (if provided on the exterior) are present, tagged, charged?			
Inside	Exit sign is unlit, loose or inoperable?		
	Aux light is inoperable?		
	Trash chute is clogged or self-closing door doesn't work correctly?		
	Elevator is uneven, inoperable, safety reverse inoperable or certificate is expired/not available?		



UNITS

Smoke detector Required on each level of the home, within 21' of every bedroom door and within each bedroom. If installed on wall, must be between 4" and 12" from ceiling. If ceiling mounted, must be at least 4" from wall.

Carbon Monoxide detector Required near bedroom doors if unit is equipped with fuel burning device or has an attached garage.

Sprinkler head Check for stored items within 18 inches of any head as well as significant paint or other foreign material covering head. Review each head for loose/missing escutcheon as well as corroded or damaged assemblies.

Fire extinguisher (property owned) Check to confirm the extinguisher is installed on hook/bracket (if so equipped), inspection tag date is current, and unit is properly charged.

Flammable material Gas, oil, propane, etc. is not allowed within the apartment. Additionally, combustible/flammable items must be kept at least 36 inches from fuel burning water heater/furnace and electric/gas wall heaters.

Egress Ensure the bedroom has 2 distinct unobstructed points of egress (door and window). Additionally, check that the entry doors (front and rear) open fully.

Outlets 3 prong outlets should be checked using an outlet tester, for proper grounding and correct polarity.

GFCI Using a GFCI tester to verify all required locations are protected. GFCI protection must be available at **ALL** outlets within 6' of a water source (sink, tub, washing machine, etc.).

3 Exceptions:

1)Dedicated outlets used or designed for use by a major appliance (fridge, stove, washing machine, etc.) – "dedicated" means the outlet isn't available for another device

2)Outlets technically in a different room

3)Outlets beneath the countertop & inside an enclosed cabinet

Electrical wire All wiring must be "protected" either by conduit or by the Romex jacketing/sheathing (if sheathing is stripped too far on electrical Romex, this is a citable defect).

Water heater I TPR discharge pipe The TPR discharge pipe MUST be constructed of an "approved material". Additionally, the length must not be closer than 2" but no greater than 6" from the floor/pan (or to the exterior). Additionally, the discharge line must not have any "upward" slope.

Water heater I Misaligned flue Must have positive upward slope, be properly aligned and have no tape covering gaps or holes.

Heating Unit must be equipped with a permanently installed, self-fueled heater and must have the ability to maintain 68 degrees in all living spaces (no ventless heaters permitted).

Cooling If provided by landlord, cooling system must function.

Lighting All lights must function and be securely attached and be permanently mounted in the kitchen and bathroom.

Fire doors Any door that is fire rated (evidence of tag or fire plug) must be in near perfect condition (hardware, weatherstripping, surface, etc.). Also, important to note; no fire door can be propped open (no kickstand or wedges allowed). Magnetic closers activated by the fire alarm are the exception.

Entry doors Must function as designed (latch, lock, etc.) with no penetrating holes noted and no gap in the weatherstripping larger than ¼ inch.

Garage doors Hardware must function (including auto openers if equipped) and no penetrating holes noted.

Range Ensure all burners/over produce heat and all components (knobs, drip pans, etc.) are present.

Sink/Shower/Tub Check for leaks, steady drips, missing or loose handles and faucets functions as designed (also check to ensure tub isn't more than 50% 'discolored').

Toilet Ensure toilet flushes, fills, shuts off correctly and bowl and seat aren't loose or damaged.

Ventilation Bathroom must have venting (mechanical or operable window). Within kitchen, if venting is provided ensure the filter is present and clean.

Refrigerator All shelves, drawers, handles and gaskets must be free from damage that impacts their function.

Grab bar If installed within bathroom the grab must not be loose

Infestation Any evidence (eggs, dropping, etc.) of roaches, bed bugs or mice needs to be addressed.

Dryer vents White plastic flex venting is not allowed for dryer venting. Additionally, ducting that is "kinked", ripped, damaged or disconnected is a defect.

Mold/Mildew More than 4sq inches of mildew (cumulative per room) should be addressed.

Call-For-Aid If equipped, ensure the cords are no more than 6" from floor and not blocked by furniture.

Sharp edges Review all windows, bathroom mirror, toilet lid (and any other property owned items) for broken and sharp edges.

Rails Ensure all steps of 4 or more have grippable handrails that are installed between 28" and 42" high and run continually from the first riser to the last.

Windows Check all window screen to ensure they are present and have no damage greater than 1". All windows must be operable (open and stay open), free of cracks/damage and lockable using an attached lock.

Walls/Ceiling Holes larger than 2" are not permitted. Ensure ceiling has no deflection or sagging.

Paint (pre-1978) Damaged paint (peeling, bubbled, scratched, rubbed, etc.) on any surface (walls, windowsill, handrail, door frame, etc.) should be eliminated if children under the age of 6 (or pregnant women) are expected to reside.

INSIDE (Common Areas)

All the same as "Units" plus...

Exit signs If provided, exit signs must be lit for 90 minutes in case of power loss. Signs must not be loose as well as testing the internal battery by holding the "Test" button for 30 seconds.

Auxiliary lights All auxiliary light should be checked to confirm proper operation (bulbs and battery).

Elevator Each elevator should operate, be within ¾" height difference of floor, safety reverses must function and have current certificate available.

Trash chute Chute must be clear and doors must self-close

OUTSIDE

Walls Walls that are not weathertight or sections that are missing (or any penetrating holes) should be addressed.

Dryer vents blocked or clogged Lint or even purposely blocked by the resident to prevent air infiltration in cool weather.

Gutters/Soffit Gutters should function correctly, and soffit/fascia should be free of loose sections or penetrating holes.

Lighting Lights should be present and functioning.

Electrical/Outlet Wiring must be "protected" by conduit or Romex jacketing. Ensure all knockouts are in place and no foreign material used in repair. Ensure all outlets are GFCI protected.

Rails Ensure all steps of 4 or more have grippable handrails that are installed between 28" and 42" high and run continually from the first riser to the last. Additionally, any elevated walking surfaces 30+ inches in height should be protected by a guardrail.

Damaged paint (pre-1978) Any damaged paint (peeling, bubbled, scratched, rubbed, etc.) should be eliminated.

Sharp edges Broken glass or other damaged items creating a sharp edge within a walking area should be removed.

Address sign Address should be readily visible.

Parking/Drive/Walks Free from ¾" unevenness and ensure potholes 4" or more in depth are corrected.

Fences Any fence that provides safety/security must not have large holes, falling sections or inoperable gates

Fire extinguisher (property owned) Check to confirm the extinguisher is installed on hook/bracket (if so equipped), inspection tag date is current, and unit is properly charged.