

BRAINERD HRA STATEMENT OF RESPONSIBILITIES

Continued participation in the Section 8 and other rent assistance programs is dependent on following the Statement of Responsibilities. **Violation of the responsibilities may result the denial or termination of assistance from the program.**

Cooperation

I understand I am required to cooperate in supplying all requested information in the timeframe required by the HRA to determine my eligibility and amount of rent assistance. Cooperation includes:

- Attending pre-scheduled appointments;
- Completing, signing and returning necessary forms;
- Disclosing and verifying the social security numbers for all family members;
- Cooperating with the inspection process; and
- Providing evidence of citizenship or eligible immigration status for all family members.

I understand that my assistance will be denied or terminated if:

- I have missed 2 scheduled appointments, including, but not limited to, briefings, home or office visits and inspections.
- Engaging in or threatening, abusive or violent behavior toward Brainerd HRA personnel. *Abusive or violent behavior* includes verbal as well as physical abuse or violence. Threatened refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Giving True and Complete Information

I certify that the information given to the Brainerd HRA on my household members, income, assets, deductions and allowances is true, accurate and complete to the best of my knowledge and belief.

Reporting Household Members

Household member – a person who **cannot** verify a permanent address elsewhere and lives or stays in my home more than thirty (30) days.

Visitor – a person who can verify a permanent address elsewhere and lives or stays in my home less than thirty (30) days.

I understand and certify that:

- The people I have listed on my most recent recertification application, lease and voucher are the only people that live or stay in my home.
- I must notify the HRA **in writing** if anyone moves in or out of my home (including any birth, adoption, court-awarded custody, or marriage) within **thirty (30) days**.
- I must provide the HRA a copy of written approval from my landlord for all household members I am requesting be added to my lease. All household members must be approved prior to them moving into my home, **including foster children and live-in-aids**.
- Brainerd HRA will increase my voucher size if members are added to my household by birth, adoption or court-awarded custody of a child.
- My voucher will not increase for all other household members added until they have lived in my home for at least twelve (12) months. The increase will take place at the next annual recertification following the twelve (12) month requirement.
- I will be required to pay back money overpaid on my behalf due to untimely reporting or non-cooperation.
- **If anyone receives mail at your address and they are not listed on your voucher the HRA will consider them an unauthorized resident and your voucher will be terminated.**

Reporting Household Income

The HRA is required to review my household income when I start the program and every year thereafter. I understand and certify that:

- I must provide true and complete information regarding my entire household's income.
- If I have changes in my household income prior to my next scheduled recertification, I **must** contact the HRA within **ten (10) days** of the change and complete an interim request form.
- I **must** provide the HRA any required verifications with the interim form before a rent change will be made.
- I will be required to pay back money overpaid on my behalf due to untimely reporting or non-cooperation.

Moving

I understand and certify that:

- My household can only receive rent assistance in one (1) unit in any twelve (12) month period.
- I must give the HRA written notice, at least 30 days, before moving out of my rental unit. This applies even if I am moving to another unit in the same building.
- I must give my landlord proper notice, according to my lease, prior to the move-out date. I must provide the HRA with a copy of that notice.
- If I move prior to the end of my lease, I must submit an agreement signed by my landlord.
- I understand I must be in good standing with my landlord at the time I move out.
- I understand that an exception may be considered in accordance with the Violence against Women Act (VAWA) or as a reasonable accommodation request.

The HRA may deny permission to move, or terminate my assistance, if:

- I move prior to fulfilling the twelve (12) month minimum requirement;
- My household has violated the Statement of Responsibilities;
- I owe money to any HRA;
- I owe money to my landlord while on the program;
- I have not given proper written notice to the HRA and my landlord.

Lease Violations, Evictions and Moving Without Notifying Landlord

I understand and certify that:

- I must not commit any serious or repeated lease violations. Serious and repeated lease violations will include, but are not limited to:
 - Nonpayment of rent, utilities or other fees.
 - Moving without proper notice.
 - Disturbance to neighbors.
 - Unauthorized guests.
 - Destruction of property, or living or housekeeping habits that cause damage to the unit or premises.
 - Criminal activity.
- I must give the HRA a copy of any eviction notice I receive within ten (10) days of receipt.
- If I am evicted by court order or I move out before the end of my lease without my landlord's permission (skip), the HRA will terminate my rent assistance.

Inspections

The HRA is required to inspect my home prior to rental assistance beginning and every year thereafter to make sure it is decent, safe and sanitary housing. I understand and certify that:

- I must allow the HRA to inspect my unit at reasonable times and after reasonable notice.
- The Request for Tenancy Approval (RTA) form must be turned into the Brainerd HRA by the 20th of the month prior to the move. If the 20th falls on a weekend or holiday, the RTA must be received by next business day.
- Full assistance will not be paid if my unit does not pass inspection prior to or on my move in date or recertification date.
- If full assistance is not paid due to failed inspection, it is my responsibility to negotiate the rent difference with the owner.
- Inspection violations caused by my household members or guests are my responsibility to correct, and must be corrected within the time set by the HRA.
- An adult, 18 years or older, must be present for the inspection.
- **If the inspector has not been able to get into my unit to complete an inspection due to my lack of cooperation, my assistance will be terminated after two (2) missed appointments.**

Units Owned by Relatives

I understand that I must not receive rent assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of my family. The HRA may approve renting from a relative as a reasonable accommodation for a family member who is a person with disabilities. It is your responsibility to request an accommodation for HRA consideration.

Reasonable Accommodation/Violence Against Women Act (VAWA)

An exception to program rules may be considered in accordance with the Violence Against Women Act (VAWA) or as a reasonable accommodation request for persons with disabilities. It is your responsibility to contact the Brainerd HRA and request an accommodation, in writing, if you are a victim of VAWA or are a person with disabilities. You must explain what accommodation or exception is being requested and how it will help you utilize the program. The request must be reasonable.

Drug-Related or Violent Criminal Activity Notice

I understand that my assistance **will be denied or terminated** if:

- Any member of my household has been convicted or adjudicated within the last three (3) years for any of the following criminal activities:
 1. drug-related criminal activity;
 2. violent criminal activity; or
 3. 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, including alcohol abuse.
- I have been **evicted within the last five (5) years** from federally assisted housing (including a termination from the HCV/Section 8 program) for drug-related or violent criminal activity.
- Any household member has been convicted of manufacturing or producing methamphetamine (permanent denial).
- Any household member that is currently registered as a sex offender under a state registration requirement (permanent denial).

Duplicate Assistance/Own/Sublease

I understand and certify that:

- I live in the unit the Brainerd HRA is helping pay rent on;
- The unit that the Brainerd HRA is helping pay rent on will be my only residence and I will not receive rental assistance for any other unit for the same time period;
- Household members living in my home are not living in another rental unit or receiving another rent subsidy;
- I must not own or have any ownership interest in my rental unit, unless I am on the homeownership program through the Brainerd HRA; and
- I must not sublease or rent any part of my unit to anyone else. 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.

Side Payments

I understand and certify that:

- All lease agreements with the landlord must be approved by the Brainerd HRA.
- I am not allowed to pay my landlord any more than my rent portion as approved by the Brainerd HRA.
- Making a side payment or entering into a separate lease agreement is a violation of the HCV/Section 8 Program.
- Payments made to my landlord and approved by the Brainerd HRA for additional amenities such as garages, pet deposit, washer and dryer are not considered side payments.

Absence from Unit

I understand and certify that:

- I must notify the Brainerd HRA in writing prior to being absent from my unit for more than thirty (30) consecutive days.
- I may be required to provide appropriate documentation as to the likelihood and timing of my return to my unit.
- I must continue to pay my portion of the rent in my absence. If I cannot pay my rent, I should give proper notice to vacate my unit.
- If the family is absent from the unit for more than 180 consecutive calendar days (six months), the family's assistance will be terminated.

Debts Owed to a Housing Authority

I understand my rental assistance may be denied or terminated if:

- I owe rent or other amounts to the Brainerd HRA or to any other HRA in connection with the HCV/Section 8 or public housing programs or I am not current with any repayment agreements.
- If I owe money to an owner under a HAP contract for rent, damages, utilities I am responsible for under the lease, or other amounts owed by the family under the lease.
- I am not current with any repayment agreements.

Landlord Screening

Landlords are responsible for screening all prospective tenants for their ability to pay the rent, take care of the unit and other lease responsibilities. I understand that Brainerd HRA must give prospective owners my current address and name and address of current and previous landlords, if known to the Brainerd HRA.

Security Deposit

I understand that the Owner/Landlord may collect a security deposit that is up to, but not greater than, the amount they would collect from an unassisted tenant. The Brainerd HRA does not pay any portion of the Security Deposit.

National Portability

HCV/Section 8 rent assistance can be used anywhere in the United States where there is a housing authority operating the HCV/Section 8 program. You will, however, be required to live in the Brainerd HRA’s service area for one (1) year prior to moving to another housing authority’s service area.

Criminal and administrative action for False Information

I understand that false statements or information are punishable under federal law. I understand that false statements or information are grounds which could result in theft and fraud charges under the state and federal law.

Fraud/bribery/corrupt/criminal acts

I understand I must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.

Summary of Reasons for Denial or Termination of Rent Assistance

The Brainerd HRA will deny or terminate my rental assistance for violating any of the Statement of Responsibilities or Program Rules, including, but not limited to:

- **Missing two (2) scheduled appointments, including, but not limited to, briefings, annual recertifications, home or office appointments and inspections;**
- Failing to cooperate with the inspection process;
- Providing false information to the Brainerd HRA, committing fraud, bribery or any other corrupt or criminal act in connection with the program;
- Failing to provide information requested by the Brainerd HRA;
- Failing to report household members;
- Failing to report changes in income, assets, deductions or allowances within ten (10) days;
- Moving without giving proper notice to my landlord **and** the Brainerd HRA
- Failing to follow/fulfil the terms of my lease;
- Committing serious or repeated lease violations;
- Being evicted by a court order;
- Renting from a relative;
- Engaging in drug-related, violent, or other criminal activity, including alcohol abuse;
- Violating inspection standards caused by my household or guests (including failure to pay utilities and damage to home);
- Making side payments to my landlord above my Brainerd HRA approved rent portion.
- Being absent from my unit for more than thirty (30) days without notifying the Brainerd HRA;
- Entire household absent from the unit for more than 180 days (six months);
- Owing money to any HRA, or a landlord in connection with the program;
- Receiving rent assistance for more than one unit or **not living in the unit I receive assistance in;**
- Engaging in or threatening abusive or violent behavior toward Brainerd HRA personnel.

Signature and Date of All Household Adults (Head and Spouse and All Household Members 18 and over) I have read and understand the Statement of Responsibilities. I understand that violation of these rules may result in the denial or termination of assistance:

1. _____

Date: _____

2. _____

Date: _____

3. _____

Date: _____

4. _____

Date: _____

After verification by this Housing Agency, information will be submitted to the Department of Housing & Urban Development Form HUD-50058 (Tenant Data Summary), a computer-generated facsimile of the form or on magnetic tape. See the Federal Privacy Act Statement for more information about its use.

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot Line at 1-800-669-9777.



324 East River Road
Brainerd, MN 56401
Phone: 218/828-3705
Fax: 218/828-8817

Brainerd HRA Housing Choice Voucher Program Team

Tania
Rental Assistance Manager
tania@brainerdhra.org
218-824-3433

Ryan
Rental Assistance Specialist
ryan@brainerdhra.org
218-824-3426

Family Self Sufficiency and Homeownership Programs

Carrie
Resident Program Coordinator
cburrell@brainerdhra.org
218-824-3427

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).



Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

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

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

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

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

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



Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

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Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

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) 321-6671

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

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

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

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

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

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

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

Regional Lead Contact
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.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

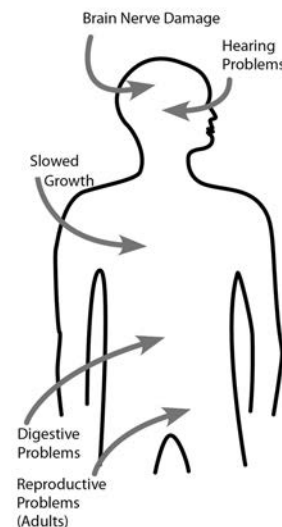
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

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

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

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

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

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



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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ 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.

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.

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 professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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 avoid fatty (or high-fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

Emily Area Rentals

Randy & Nancy Moritz

Houses

1, 2, 3 Bedrooms

4plex

2 Bedrooms

No app fee

Utilities vary; some pets ok

218-763-3097

Lakes Area Rental

Houses

2, 3 & 4 Bedrooms

6plex

1 & 2 Bedrooms

Apartments

1, 2 & 3 Bedrooms

App fee: \$25/per adult

Utilities vary; no pets

218-454-0752

RESOURCES

Eviction Information & Renter's Rights:

Home Line Tenant Hotline

1-866-866-3546

Office of the MN Attorney General

1-800-657-3787

Legal Aid Service of NE MN

218-829-1701 or

1-800-933-1112

To Report Substandard Rental Units:

Brainerd City Inspector

Brainerd City Hall

218-828-2309

Baxter City Inspector

Baxter City Hall

218-454-5113

Last revised January 2018

**Lutheran Social Service HOPE Housing
716 E Street, NE
Brainerd MN 56401**

Phone: 218-824-1437 or 866-970-1437

Fax: 218-829-9726

Email: hopehousing@lssmn.org



**Lutheran
Social Service
of Minnesota**

Crow Wing County HOPE Housing Guide

**Lutheran Social Service of MN
716 E Street, NE Brainerd, MN 56401**

SHELTER PROGRAMS

New Pathways, Inc.

218-454-0460 or

1-877-295-1897

Women's Center of Mid-MN

218-828-1216

1-888-777-1248

St. Cloud Emergency Shelter

Singles & families

Check-in 5-7pm

320-252-2229

CRISIS

Crisis Nursery

218-825-7682 M-F 8-4:30

218-330-2106 S-S 8-4:30

Crisis Line & Referral Service— 24 Hour Referrals & Confidential Listening Ear

218-828-4357

1-800-462-5525

Lutheran Social Service

Saving Grace

**Youth Sexual Exploitation & Traf-
ficking Program**

1-866-824-3770

Advocates Against

Domestic Abuse (AADA)

218-927-2327

1-888-276-1720

HOUSING

Lutheran Social Service

HOPE Housing

218-824-1437

1-866-970-1437

hopehousing@lssmn.org

Lutheran Social Service

Energy Assistance

218-829-5000

1-800-829-5902

Lutheran Social Service

Youth Services

**Homeless & Runaway
Program**

218-828-4383

1-888-828-4383

Lutheran Social Service

Financial & Mortgage

Counseling

1-888-577-2227

Salvation Army

218-829-1120

Bridges of Hope

218-825-7682

Crow Wing County

Social Service

218-824-1250

Subsidized (income based), Elderly, & Disabled Housing

Try using the "My Housing Search" boxes throughout this guide to help you keep track of information as you look for the best housing option.

Cuyuna Range Housing
Ironton Terrace & Villa
218-546-6886

Crosby HRA
Apts & Townhomes
No app fee
218-546-5088

Woodland & Indian Carry Apartments
Deerwood
218-534-2912

Pequot HRA
218-568-4555

NOTES:

Brainerd HRA
Sec 8 voucher
& public housing
218-828-3705

DW Jones Mgmt. Co.
Income based & fair market
218-824-8403

Franklin Arts Center
Studios, 1BR & 2BR
218-454-0824

Northern Lights
Income based, elderly,
disabled
800-466-7722

Arbor Glen Apartments
55+; Baxter
218-829-8715

Mississippi Terrace
218-829-0274

Neta Properties Mgmt
1 & 2 Bedrooms
800-728-7911

Circle Pines Apartments
Theis & Talle Mgmt Co.
1 & 2 BR
App fee: \$25
Background/credit check
Heat included
Pets: reasonable acc only
218-825-7959

Crosby, Deerwood, & Ironton Area Rentals

Peter Brooks
Mobile Homes
218-534-3470

Premier Real Estate Mgmt
Crosby Country Apartments
Studio & 1 bedroom Apts
218-546-8400

Crosby HRA
218-546-5088

Cuyuna Range Housing
Ironton Terrace & Villa
218-546-6886

Ironton Townhomes
2-3BR \$617-\$695
218-824-8403

Larson Rental Properties
Houses & Apartments
EFF, 1BR, 2BR
3BR (House only)
218-927-3707

Pine Grove Apartments
1 & 2 Bedroom apts
218-244-7926

Pinewood Manor
1-2BR Apartments
218-824-8403

Woodland & Indian Carry Apartments
1 BR & 2BR Apts
218-534-2912

LP Hartman Properties
Houses & Apartments
218-330-6549

Affordable Rent Means...

You are not spending most of your budget on rent & utilities. Try to keep it around 1/3 of your income.



MY HOUSING SEARCH:

LANDLORD: _____
PHONE: _____
BDRM: _____
RENT: _____
UTIL: _____
DEPOSIT: _____
PETS: _____
OTHER: _____

There's No Place Like Home

Nisswa & Pequot Lakes Area

**Alpine, Sibley, Sibley Terrace,
Parkview 1 & 2 Apartments**
Pequot HRA; subsidized
218-568-4555

Diversified Prop. Rentals
Houses, Apts., Studio, Efficiency, & Duplex
1BR, 2BR, 3BR, 4BR
App fee: \$25/per adult
Utilities vary; some pets ok
218-824-2340

John Thomas
Houses & Apartments
218-829-6976

Proper Notice Means ...
you must give your landlord
at least one month PLUS
one day's notice before
moving out, unless otherwise
specified in your lease.

MY HOUSING SEARCH:

LANDLORD: _____
PHONE: _____
BDRM: _____
RENT: _____
UTIL: _____
DEPOSIT: _____
PETS: _____
OTHER: _____

Pequot Pines Apartments
Efficiency-1-2-3 Bedrooms
218-568-5992

**Janice Estates &
Pequot Lakes Estate**
Apartments
Efficiency, 1BR, 2BR & 3BR Apts
App fee: \$35/per adult
Utilities vary
218-568-5992

Did you Know
The amount of money you
pay your landlord for a
deposit earns 1% interest.

Progressive Property Mgt
Houses
1 BR, 2BR, 3BR, 4BR
Apartments
1BR, 2BR
App fee: \$25/per adult
BG/Credit check
Utilities vary; some pets ok
218-829-0007

Pueringer Investments
Houses & Duplex
1BR, 2BR, 3BR
Apartments
1BR, 2BR
App fee: \$30/per adult
BG/Credit Check
Some pets ok
218-838-1793

DW Jones Property Mgmt
Apartments
1 Bedroom
62 and older/income restrictions
218-824-8403

Brainerd & Baxter Rentals

Colonywood Apartments
Apartments
1BR, 2BR, 3BR
App fee: \$25/per adult
Utilities vary
218-824-0300

Brainerd Lakes Properties
Houses & Apartments
1BR, 2BR & 3BR
No app fee
Utilities vary; some pets ok
218-232-4637

Burgstaler Rentals
Houses & Duplex
BG/Credit Check
Security deposit; pets ok
218-829-6931

Jay Brutsman
Houses
1BR & 2BR
No app fee
Some utilities inc.; no pets
218-829-9765

Travis Banks
218-839-7653

Michael Degen
1, 2, 3, 4 BR Units
218-820-0142

Neta Property Mgmt.
Elderly/Disabled Apartments
1 & 2 Bedrooms
App fee: \$25/per adult
Utilities vary; some pets ok
800-728-7911

Clearwater Estates
Apartments
Baxter
No pets
218-828-9300

**Lakes Area Rental Property
Management**
Houses & Duplex
BG/Credit Check
218-454-0752

Art Jentsch
Apartments, 2plex, 3plex
Utilities vary, some pets ok
218-839-0170

Try This
As you look for housing, ask the
landlord or utility company for a
consumption report from the last

Arliss and Harry Bement
Houses and Duplex
218-829-6143

Premier Real Estate Mgmt
Marsh Run Townhomes
2-3 bedrooms
BG/Credit Check
218-828-0009

Matt Parkhill
612-990-6288

Randy Moore
Houses
No app fee
218-825-7583

Brainerd & Baxter Rentals

John Cullinane
Houses & Duplex
No app fee
Some pets ok
218-851-2515

D.W. Jones Management
Fair market & some income-based
1, 2 & 3BR Apts/
Townhomes
App fee: \$25
Utilities vary
218-824-8403

Diversified Prop. Rentals
Houses, Apts., Studio, Efficiency, & Duplex.
1, 2, 3 & 4 Bedrooms
App fee: \$25/per adult
Utilities vary
218-824-2340

Laverne Circle LLC
Apartments
2 Bedrooms
App fee: \$30 /per adult
Utilities vary; no pets
218-824-1633

Lakes Area Rental
Houses
2, 3 & 4 Bedrooms
6plex
1 & 2 Bedrooms
Apartments
1, 2 & 3 Bedrooms
App fee: \$25/per adult
Utilities vary; no pets
218-454-0752

Progressive Property Mgt
Houses
1, 2, 3 & 4 Bedrooms
Apartments
1 & 2 Bedrooms
App fee: \$25/per adult
BG/Credit check
Utilities vary; some pets
218-829-0007

Runberg Property Mgmt
Houses & Duplex
1, 2 & 3 Bedrooms
No app fee
Utilities vary; no pets
218-270-2217

Grand Oaks Townhomes
Townhomes
2 & 3 Bedrooms
App fee: \$35/per adult
BG/Credit check
Utilities vary; no pets
218-822-3661

Pueringer Investments
Houses & Duplex
1, 2 & 3 Bedrooms
Apartments
1 & 2 Bedrooms
App fee: \$30 /per adult
BG/Credit check
Utilities vary; some pets ok
218-838-1793

Kenwood Apartments
No smoking; no pets
218-839-9438

Brainerd & Baxter Rentals

Smith Property Group LLC-
Smith Commercial Prop.
Houses
1, 2 & 3 Bedrooms
Apartments
Efficiency & 1 Bedrooms
No app fee
Utilities vary; no pets
218-839-4953

Cynthia Sharrar
Duplex
2BR
No app fee
218-831-4533

Edward Shaw
Apartments & Houses
218-825-7030

Richard & Mary McKay
Houses
2&3 Bedrooms
Duplex
1, 2, & 3 Bedrooms
Apartments
1, 2, & 3 Bedrooms
No app fee
Utilities vary; no pets
218-851-4686 or 218-851-4687

Mattson Properties
218-330-8210

John Thomas
Apartments
BG Check
Utilities vary
218-829-6976

Al Gmeinder
Rooms
No app fee
All utilities inc; no pets
218-829-5444

Tom Lake
Apartments
No app fee
218-831-6551

Timberland Townhomes
2 & 3 Bedrooms
App fee: \$35/per adult
Utilities vary; no pets
218-822-3701

Richard & Joyce Wilt
Houses
1, 2 & 3 Bedrooms
3plex
1, 2 & 3 Bedrooms
No app fee
Utilities vary; some pets ok
218-828-1526

..... : **Did You Know**

: The Federal Fair Housing Act & the Minnesota Human
: Rights Act prohibits housing discrimination based on
: color, creed, disability, familial status, marital status,
: national origin, race, receipt of public assistance, reli-
: gion, sex or sexual orientation.
:



Bed Bugs

What are bed bugs?

Bed bugs are small wingless insects that feed on the blood of warm-blooded animals, like humans. When they hatch, they are about the size of a poppy seed. Adult bed bugs grow to about $\frac{1}{4}$ of an inch long. They can be almost white just after molting. Then they are tan, deep brown, or burnt orange. After feeding they may have a dark red or black mass in the center of their body. When disturbed they seek shelter in dark crevices or cracks.

Bed bugs like warmth. Bed bugs are most active in the middle of the night when people are sleeping. But they may come out during the day if they are hungry.

Bed bugs tend to stay within 7 feet of their food source. They can live for several months without eating, and they will also move in search of food. Bed bugs are very good "hitchhikers". They can attach themselves to clothing and shoes, hide in furniture, suitcases, and moving boxes, to travel where they can find their next meal. This is how bed bugs can be transported to places like movie theaters, clothing stores, and apartment buildings.



How do I know if there are bed bugs in my home?

Most people usually discover they have bed bugs after they have been bitten. When they scratch the bites, rashes might appear. Not everyone reacts to bed bug bites or develops a rash after scratching. This makes it hard to find where the bugs are coming from in an apartment building.

Bed bugs leave what looks like dried blood stains after they bite. First check the sheets on your beds. Then check your mattresses, especially in the seams along the edges. Look for small brownish-red specks. You can see adult bed bugs, especially after they have eaten.

Bed bugs do not usually walk around in the open unless there are large numbers of them. They like to hide in places like mattresses, between cushions, and in cracks, baseboards and floor boards, until they are ready to eat again.

A local housing inspector can come to your apartment and inspect for bed bugs. Or you can hire a professional pest management company (exterminators) to inspect. You will get something in writing that says there are bed bugs in your rental.

Once you find out you have bed bugs, you must act fast to keep them from spreading and to get rid of them.

I have bed bugs in my home. What do I do now?

Be careful about spending your money on bed bug products at the store. It is best to have a professional take care of it. Tell your landlord right away **in writing** as soon as you think you have bed bugs in your apartment. Send a copy of this fact sheet to your landlord with a letter asking your landlord to get rid of the bed bugs.

If your landlord does not try to fix the bed bug problem, you have options.

- You can call the local housing inspector to inspect your apartment for bed bugs. A housing inspector can cite the landlord for letting the bed bugs in the building and tell the landlord to fix the problem. The inspector gives a deadline. If the deadline passes and the landlord hasn't done anything, you can file a rent escrow case.
- Calling an inspector can be helpful to get full details on the problem and to have a record of it but you can start a rent escrow case without an inspection. If 14 days have passed since you sent the letter to the landlord and the bed bugs are still in the apartment, you can start a rent escrow.



See our fact sheet [H-11 Getting a Landlord to Make Repairs](#) to learn about filing this kind of case.

Note: Landlord and tenant advocates do not agree on what the landlord has to do to get rid of the bed bugs. Some landlords don't try at all to get rid of bed bugs, even though the law says it is the landlord's responsibility to make repairs to an apartment. These landlords are clearly violating Minnesota law.

A new decision from the Minnesota Court of Appeals says that when a landlord **does** start extermination they can demand that a tenant get rid of furniture. The landlord is not responsible for replacing it or giving the tenant any money for it. Also, another decision says that a tenant does not get reduced rent during the process- which can take weeks.

Professional Exterminators

Most landlords hire professional exterminators to get rid of bed bugs. Getting rid of bed bugs can take many weeks and hours of preparation. You might be told you have to throw away all your beds and upholstered furniture.

You need to cooperate completely with the process to exterminate your unit of bed bugs. For example, clean up your home and get rid of extra things if it is cluttered. Treatment has less chance of working if your home has too much stuff in the way. If you don't make a reasonable effort to cooperate, the treatment might not work and/or your landlord might have grounds to evict you.

Who has to pay?

It is clear the landlord has to make repairs in an apartment. This includes exterminating pests like bed bugs. The landlord should pay for the extermination although some refuse.

There have been many arguments about whether the labor and costs of bed bug treatment should be covered by the tenant instead. It is expected Minnesota Courts will look at this issue more in the near future to clear it up.

In many cases, a landlord will pay for the exterminator's treatment of the apartment, but will not pay for the cost of preparing the apartment for the exterminator. Or recognize that your use of the apartment is reduced during the weeks of the extermination and maybe your rent should be lowered. These are issues that a court can decide.

If you need help in preparing the apartment due to a medical condition, the landlord may need to provide that help under the Fair Housing Act and Minnesota Human Rights Act. Ask for the help in writing and keep a copy for your records.

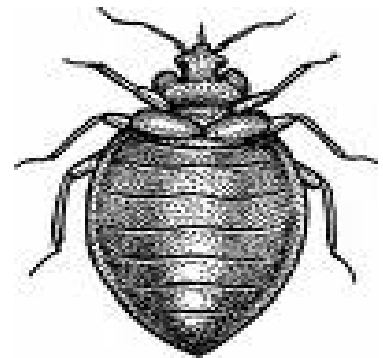
Keep your eyes out for signs of bed bugs!

Getting rid of bed bugs takes time. Your unit might need several treatments before all the bed bugs are gone. Bed bugs can live a long time and they probably have laid eggs which will hatch. Expect to keep things covered and keep doing the other things you are doing to stop them for at least a year. **You need to keep at it and keep working with a professional exterminator. Follow the steps for treatment until they tell you that the infestation is gone.**

What can I do to keep bed bugs from spreading?

It is nearly **impossible** to get rid of bed bugs yourself. But, there are things you can do to help keep them from spreading.

- **Extreme heat can kill bed bugs.** Clothing can be treated by heating it to 97-99 degrees. Wash clothing and linen at the highest temperature possible (without damaging them) and then dry them in the "hot" cycle of the clothes dryer for at least 45 minutes. You also can still run them through the dryer's hot cycle if you are not able to wash items in hot temperatures.
- **Keep clean clothes and bedding in sealed plastic bags** to keep the bugs from getting at them again. Also place clothing and linens into unused sealed plastic bags after you have run them through the dryer. Get mattress covers that are made to protect mattresses from bed bugs.
- **Talk to you neighbors once you know you have bed bugs in your unit.** If you live in a multi-unit building or an apartment, it is important to take action immediately to prevent the bed bugs from spreading. Tell the neighbors you found bed bugs in your unit so they



know there is a potential problem for the building. This also will give you the chance to ask your neighbors if they know about current or past bed bug problems in the building or in your unit.

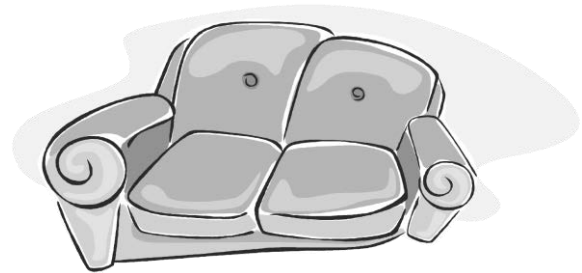
- **Do not pick up furniture that people have thrown away.** Avoid taking items like mattresses and furniture left by dumpsters or put on the curb for trash pick-up. Whoever is throwing them away is doing so for a reason.

If you buy furniture, mattresses or clothing from discount or thrift stores, inspect them carefully for signs of bed bugs before you bring them home.

What should I do with my infested furniture?

Some furniture can be treated for bed bugs by professional exterminators. If the infestation is bad enough it is best to throw it away. **DO NOT** throw away infested furniture where other people can take it. This can make the bugs spread more.

Take the furniture out of your unit in a way that doesn't let the bed bugs spread to other places in the building.



Before throwing out bed bug infested items:

- Break furniture up in pieces. Cut open the mattress, cushions or upholstery, snap the legs off of chairs and couches.
- Broken up furniture should be put in sealed, plastic bags in a dumpster that has a lid and can be locked by the landlord, or picked up by removal services immediately.

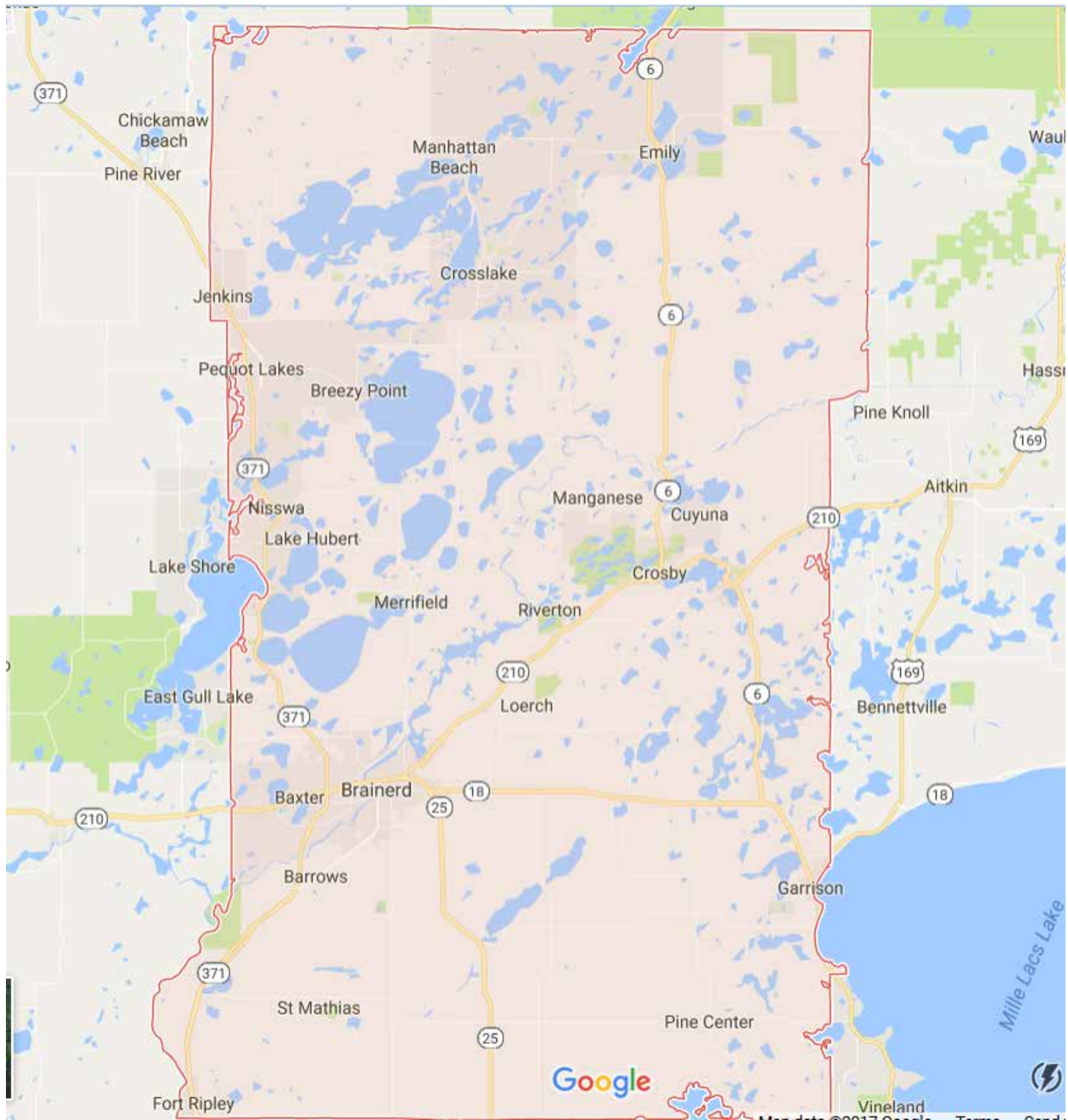
You can find more information and resources at:
www.health.state.mn.us/divs/idepc/dtopics/pests/bedbugs.html

Find more fact sheets at www.lawhelpmn.org/LASMfactsheets
Find your local legal aid office at www.lawhelpmn.org/resource/legal-aid-offices

Fact Sheets are legal information NOT legal advice. See a lawyer for advice.

Don't use this fact sheet if it is more than 1 year old. Ask us for updates, a fact sheet list, or alternate formats.

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SECTION 8 PROGRAM
HOUSING QUALITY STANDARDS (HQS)
INSPECTION REQUIREMENTS

DWELLING UNIT MUST INCLUDE

Living room, kitchen, bathroom, and one (1) living/sleeping room for every two (2) family members.

ALL ROOMS MUST HAVE

Ceilings and walls in good condition. There must not be any large cracks or any peeling or chipped paint or loose plaster.

Floors in good condition. The floor covering must be securely fastened down with no loose edges, seams or holes.

Windows must be in good condition and open and close tightly. The sills and frames must be free of rot. There can be no cracked, broken or missing window panes. Windows that are within six feet of the ground must have adequate locks that are permanently attached to the window.

Doors must be reasonably weathertight and lock securely. (inside key operated deadbolt locks are not allowed)

All rooms must have two (2) sources of power, except bathrooms which only require a permanently installed light fixture. Kitchen must have one (1) permanently installed light fixture and one (1) outlet. **All outlets and switches must have covers with no exposed, frayed wiring. There must be no open, exposed electrical boxes or wires!**

KITCHEN

Stove must have all burners working (gas or electric stove). If the stove is equipped with a pilot light system, burners and oven must light with a pilot.

Refrigerator must have door gaskets attached securely to the door, forming a proper seal.

NOTE: If appliances are furnished by tenant, above requirements still apply!

Sink must have hot and cold running water, a drain with trap, properly hooked to a waste line, and cannot leak.

There must be adequate food preparation and storage areas, with adequate means to dispose of food wastes.

BATHROOM

Bathroom must contain a private flush toilet that is fastened tightly to the floor. There must be a sink with hot and cold running water with no leaks. There must be a tub or shower. Also, there must be a ventilator or an openable window in each bathroom. There must be no rotten or weak areas on the floor or any water damage to the ceiling.

BEDROOM

There must be either two (2) outlets or one (1) light and one (1) outlet. The window(s) must open and be large enough to use for an emergency exit.

GENERAL HEALTH AND SAFETY

Move-in condition of unit shall meet acceptable standards for safe, sanitary and decent housing. Floors, walls, appliances and etc. are expected to be clean and in good condition.

Owner/manager is expected to see that the unit is maintained sanitarily by tenant, using accepted house cleaning methods.

INFESTATION

There must be no roaches or mice in the unit.

HEATING

The dwelling unit must have a heating system that will heat the unit to a comfortable temperature. All living/sleeping areas must have a source of heat.

STEPS/PORCHES

Any porches, balconies or decks which are more than 30 inches above the ground must have a rail 36" high. All stairs (inside and out) with four (4) or more steps must have a handrail. All steps must be sturdy.

SITE

There must be no hazards in the area such as broken down buildings or large amounts of trash or junk.

PAINT CONDITION

NOTE! If the unit was built before 1978 and the resident has children under age 6, there must not be any chipped or peeling paint anywhere inside or outside.

SMOKE DETECTORS

Check the smoke detector(s). All smoke detectors must work. **One must be located on each level of dwelling**, regardless of whether there are any bedrooms on the level. Where there are bedrooms or sleeping rooms, the detector must be located just outside the room or area.

Each unit must have adequate garbage storage facilities!

THE ABOVE STANDARDS MUST BE MET BEFORE RENTAL ASSISTANCE PAYMENTS CAN BEGIN, AND MUST CONTINUE TO BE MET AT YEARLY INSPECTIONS FOR PAYMENTS TO CONTINUE.

Brainerd Housing and Redevelopment Authority
324 East River Road
Brainerd, Minnesota 56401
218-828-3705

**LIST OF MOST COMMON FAIL CONDITIONS FOUND IN HOUSING
QUALITY STANDARDS INSPECTIONS:**

- " CRACKED OR BROKEN WINDOW PANES
- " TORN OR MISSING SCREENS/MISSING STORM WINDOWS
- " INOPERABLE LOCKS OR NO LOCKS ON GROUND FLOOR WINDOWS
- " MISSING ELECTRICAL SWITCH PLATE AND OUTLET COVERS, ALONG WITH IMPROPER OR EXPOSED WIRING
- " LOOSE CARPET AND VINYL EDGES
- " DEFECTIVE OR PEELING EXTERIOR AND INTERIOR PAINT, PLASTER, PAPER, ETC.
- " INSECTS/MICE
- " LEAKING PLUMBING
- " NONSEALING OR DETERIORATED DOOR GASKET ON REFRIGERATORS
- " ONE OR MORE BURNER(S) ON KITCHEN STOVE NOT OPERATING AS DESIGNED
- " NO BATHROOM WINDOW/INOPERABLE VENT FAN OR NO VENTILATION
- " NONFUNCTIONING SMOKE DETECTORS-MISSING BATTERIES OR COVERS
- " NO DISCHARGE PIPE ON WATER HEATER
- " DEBRIS IN BASEMENT, IN UNIT OR OUTSIDE OF BUILDING
- " NO RAILING ON STAIRS WITH FOUR OR MORE STEPS

NOTICE OF PORTABILITY

WHAT IS PORTABILITY?

The ability of a family to move from one PHA'S jurisdiction to another location.

TYPES OF PORTABILITY:

- STATUTORY: (Sometimes called Short-distance portability)
 - Voucher families are eligible.
 - Family does not have to live in issuing PHA's jurisdiction to be eligible.
 - Family may move anywhere within the state of the initial PHA or from one Metropolitan Statistical Area (MSA) to an adjacent MSA, even if it is across State boundaries.
 - PHA cannot limit the number of families that move under this option
- REGULATORY: (Sometimes called Long-distance portability)
 - Voucher families are eligible.
 - Family MUST live in initial PHA's jurisdiction and hold a valid Voucher.
 - Family may move anywhere that Statutory portability does not apply.
 - PHA may limit number of families who move to 15% of units under lease in its Voucher program.

Exceptions:

- Receiving PHA does not have to accept a Voucher unless it has a Voucher program.
- Receiving PHA with only a Certificate program may: (1) refer initial PHA to statewide or other multijurisdictional PHA that administers a Voucher program, (2) administers the Voucher and bill the initial PHA, or (3) issue a Certificate to the family.

TO USE YOUR PORTABILITY OPTION?

Contact your caseworker if you want to move to any location other than _____.

Your caseworker will assist you in completing a Request for Portability and provide you with important information.

I HAVE READ THE ABOVE AND UNDERSTAND THAT I MAY MOVE UNDER PORTABILITY
SUBJECT TO FEDERAL REGULATIONS AND PHA POLICY. I HAVE RECEIVED A COPY OF THIS
FORM.

Applicant/Tenant Signature

Staff Signature

Date _____

Date _____

September 1, 1991

CLIENT PORTABILITY FACT SHEET

Portability means a family can move out of a HRA's jurisdiction and still use their certificate or voucher.

Vouchers are portable throughout the state of Minnesota.

In addition, vouchers are portable nationwide. However, a voucher family receiving Section 8 Assistance that wishes to move out of Minnesota must first live in their HRA's area for 12 months before they can request a portability transfer nationwide.

If you want to move out of this HRA's jurisdiction, you must contact This HRA's representative to arrange for a portability transfer to the new Housing Authority (HRA). The new HRA will have the option of giving you one of their certificates or vouchers, or billing this HRA for processing and paying your rent subsidy.

If you choose to move out of this HRA and be "portable", there are some things you should know:

- 1) You will need to inform us of your decision to move to a new location. Remember that you will be committed to a one year lease and should plan to remain in the new community for a minimum of 12 months.
- 2) If you are currently renting, a proper notice to vacate must be given to your current landlord. Once you decide where you want to move, we can inform you of the rent limits and utility allowances in that community.
- 3) Generally, you should find a unit in the new community and have a Request for Lease Approval form completed before you transfer to the new HRA. If the form is returned to this HRA by the 15th of the month, you will probably be able to receive assistance in the new community the first of the following month.
- 4) When the completed Request for Lease Approval form is returned, along with current verifications, we will contact the new HRA, inform them of your transfer, and send them the papers necessary to complete your transfer.
- 5) The new HRA may have a different policy regarding the amount of security deposit you need to pay if you have a voucher.
- 6) The new HRA may require you to attend a briefing session and schedule an appointment to learn of their policies and deadlines. They will also need to inspect and approve the unit before you can move in. This process may affect when your assistance will begin and how much you will be paying for your portion of rent. This may result in delay in receiving rent assistance.
- 7) The new HRA will take care of completing the paperwork on your new unit. When your transfer is completed, the new HRA will be your contact for future questions and information about your rent assistance.
- 8) You cannot transfer unless you are in good standing or current with your repayment if you owe this HRA some money.
- 9) If you need more time to find a unit, you will have to contact this HRA to request an extension on your certificate or voucher.
- 10) Information contained in your HRA Section 8 file will be shared with the new HRA, including information about any money you owe this HRA for damage claims, unpaid rent, and delinquencies.



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



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.

February 2010

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

What are the penalties for providing false information?

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

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

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/pih/programs/pih/thiip/iviv.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



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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 10/31/2019.

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

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

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

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

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

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

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

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

Who will have access to the information collected?

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

How will this information be used?

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

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

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

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

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

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

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record. Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

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

This Notice was provided by the below-listed PHA:

**I hereby acknowledge that the PHA provided me with the
*Debts Owed to PHAs & Termination Notice:***

Signature

Date

Printed Name

Interim Recertification Request

Name of Head of Household _____ Date: _____

Address _____ Phone Number: _____

What has changed in your household? Please be specific.

- ☐ My income has increased: How: _____
- ☐ My income has decreased: How: _____
- ☐ Someone has left my household: Who and when: _____
- ☐ I would like to add someone to my household: Who: _____
Relationship to you: _____
- ☐ My medical or childcare expenses have changed: How: _____
- ☐ Other: _____

Do you receive income from:

Monthly Amount

MFIP/MSA/GA/Other cash assistance	<input type="radio"/> Yes <input type="radio"/> No	\$ _____
Soc. Sec./SSI/RSDI	<input type="radio"/> Yes <input type="radio"/> No	\$ _____
Child Support	<input type="radio"/> Yes <input type="radio"/> No	\$ _____
Employment	<input type="radio"/> Yes <input type="radio"/> No	\$ _____
Unemployment Compensation	<input type="radio"/> Yes <input type="radio"/> No	\$ _____
Other Household income	<input type="radio"/> Yes <input type="radio"/> No	\$ _____

Source _____

Details: (Name of new employer, wage, hours, etc. – Be Specific)

Other Instructions:

- § If you have a change in income, **attach 2 current pay stubs** or a letter from your employer advising of the change. If you are receiving Social Security or cash assistance, you must attach your award/benefit letter.
- § If you are claiming zero income, **you must complete a Zero Income Questionnaire.**
- § If you are requesting to add an adult to your household, you will need to have them complete an application.
- § If you are requesting us to review your medical expenses, please attach proof of the change.
- § If you are requesting a review of your child care expenses, please provide us with a full name, address and phone number of the provider and the amount **you pay** per month.

I/We certify that the information given to the Brainerd HRA is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law. I/We also understand that false statements or information are grounds for termination of housing assistance and/or termination of tenancy.

Signature of Head of Household

Date

Signature of Other Adult

Date

SECTION 8 VOUCHER PROGRAMS

OWNER RESPONSIBILITIES

The owner has the following major responsibilities:

1. Tenant selection and leasing

HA must inform owner that the HA has not screened the family's behavior or suitability for tenancy; it is the owner's responsibility

- Owners are permitted to screen based on a family's tenancy history
- Owner may consider a family's background regarding factors such as:
 - a. Payment of rent and utilities
 - b. Caring for a unit/premises
 - c. Respecting the rights of other residents to the peaceful enjoyment of their housing
 - d. Drug-related criminal activity or other criminal activity that is a threat to life, safety or property of others
 - e. Compliance with other essential conditions of tenancy

2. Compliance with the Housing Assistance Payments (HAP) Contract

3. Normal landlord functions during lease term (e.g., maintenance, rent collection)

4. Compliance with assisted lease

5. Complying with equal opportunity requirements

6. Collecting amounts due from family under the lease (tenant rent, security deposit, other tenant charges for damage to the unit).

7. Enforcing the lease

8. Paying for owner-supplied utilities and services

9. For provisions on modifications to the unit as reasonable accommodation

- Owner responsibilities are defined in the HAP Contract, the Lease the Lease Addendum, and the regulations
- * The owner must maintain the unit to Housing Quality Standards. If the owner fails to do so, the HA may terminate, suspend, or reduce housing assistance payments and terminate the HAP Contract.
- * The owner is not responsible for a breach of the HQS for which the family is responsible.

updated 7/2000

Brainerd Housing and Redevelopment Authority
Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

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

Protections for Applicants

If you otherwise qualify for assistance under **Public Housing** or the **Housing Choice Voucher (HCV or Section 8)**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Public Housing or HCV**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

Removing the Abuser or Perpetrator from the Household

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

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

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

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

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

Moving to Another Unit

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

Confidentiality

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

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

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

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

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

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

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

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

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

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

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD, 920 Second Avenue South, Suite 1300, Minneapolis, MN 55402-4012.

For Additional Information

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

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

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

For questions regarding VAWA, please contact the Mid-MN Women's Center, 218-828-1216.

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

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

For help regarding sexual assault, you may contact Crow Wing County Victim Services, 218-828-9518.

Victims of stalking seeking help may contact Crow Wing County Victim Services, 218-828-9518.

Attachment: Certification form HUD-5382

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

**U.S. Department of Housing
and Urban Development**

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

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

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

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

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

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

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

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

1. Date the written request is received by victim: _____

2. Name of victim: _____

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

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

5. Residence of victim:

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

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

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

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

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

Signature _____ Date _____

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

INFORMATION ON INFORMAL HEARINGS

PROGRAM APPLICANT

An applicant for participation in the Section 8 Existing Program has the right to request an informal hearing if the HRA denies assistance to the applicant including denial of:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

PARTICIPANT FAMILY

The HRA shall give a participant in the Section 8 Existing Program an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and HRA rules, in the following cases:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

The HRA is not required to provide an opportunity for an informal hearing:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

PROCEDURES FOR CONDUCTING INFORMAL HEARINGS

When an applicant or program participant receives a written decision from the HRA for any of the above reasons and a notice that the applicant/participant has the opportunity for an informal hearing, the applicant/participant may request the hearing within 10 days. A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

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 PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

FINAL APPEAL

- The parties shall be entitled to a fair hearing before a hearing officer or panel.
- The parties may be represented at the hearing by legal counsel or another person chosen as a representative.
- The hearing shall be private.
- The Family representative may examine before the hearing all non-privileged documents and records, and all regulations of the Authority that are relevant to the issues to be raised at the hearing.
- If a Family representative fails to appear at a hearing, the hearing officer may make a determination that the Family has waived its right to the hearing.
- The Family and the HRA may present evidence and arguments in support of their positions.
- The Family and the HRA shall be afforded the right to examine a list of all witnesses who may testify on either party's behalf.

The decision of the Hearing Officer shall be binding on the HRA to the extent that the decision is not inconsistent with State law, United States Housing Act of 1937 as amended, and HUD regulations and requirements.

A decision by the Hearing Officer in favor of the HRA shall not constitute a waiver of or affect in any manner whatever rights the Family may have to a trial de novo in judicial proceedings which may be brought in the matter.



APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...
IS FRAUD WORTH IT?**

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- **Evicted** from your apartment or house.
- **Required to repay** all overpaid rental assistance you received.
- **Fined** up to \$10,000.
- **Imprisoned** for up to five years.
- **Prohibited** from receiving future assistance.
- **Subject** to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:



HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

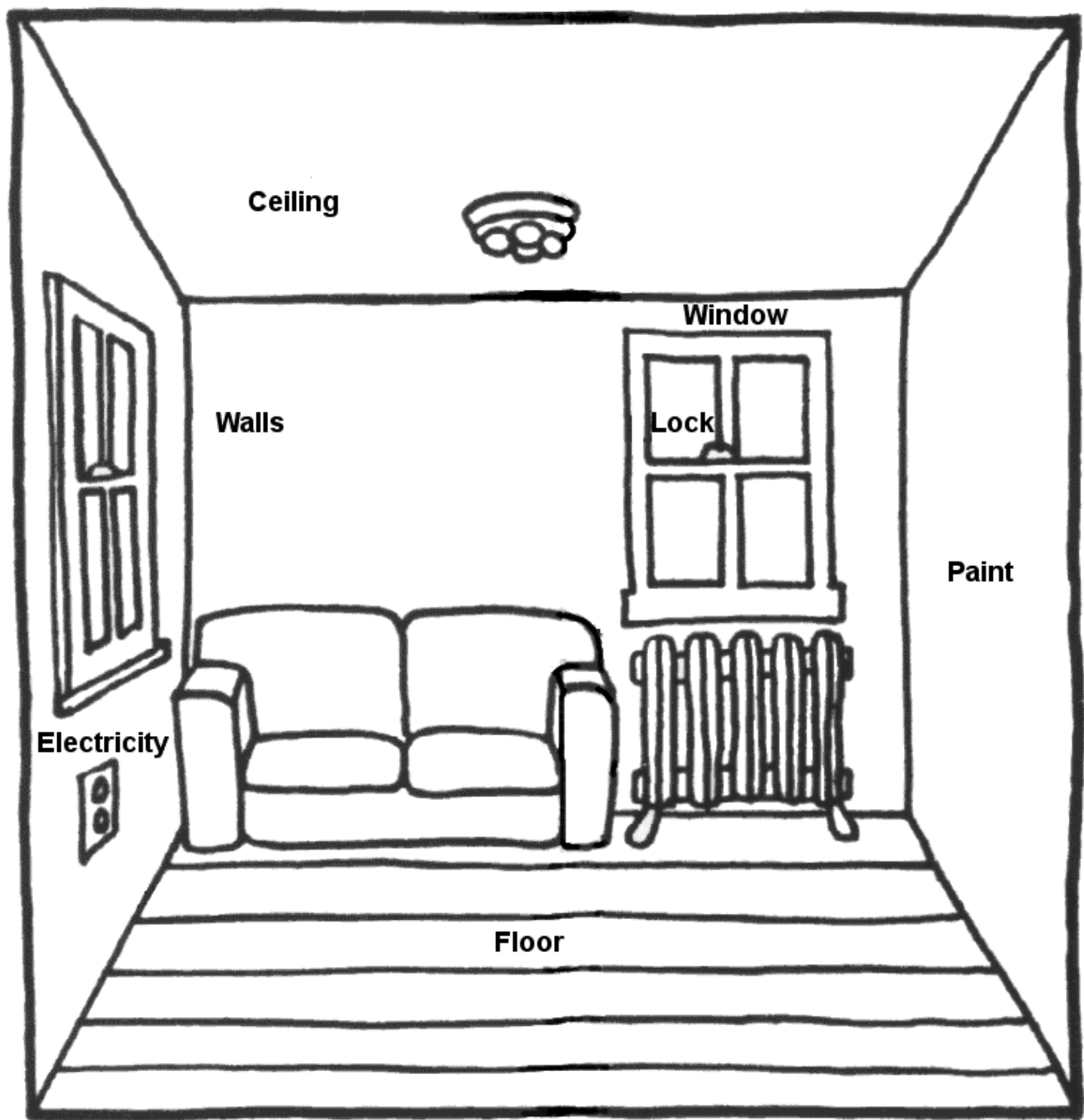
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

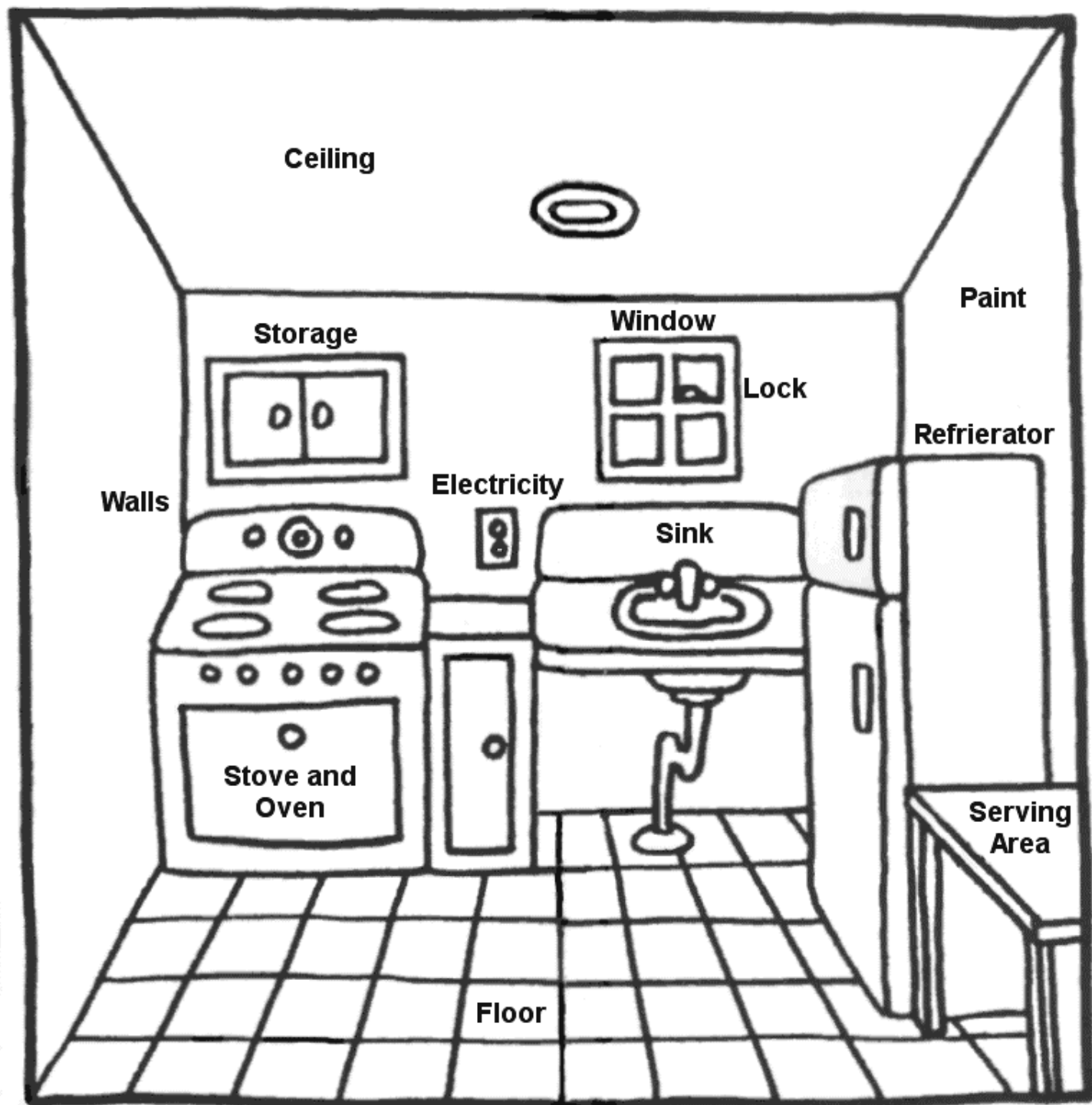
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

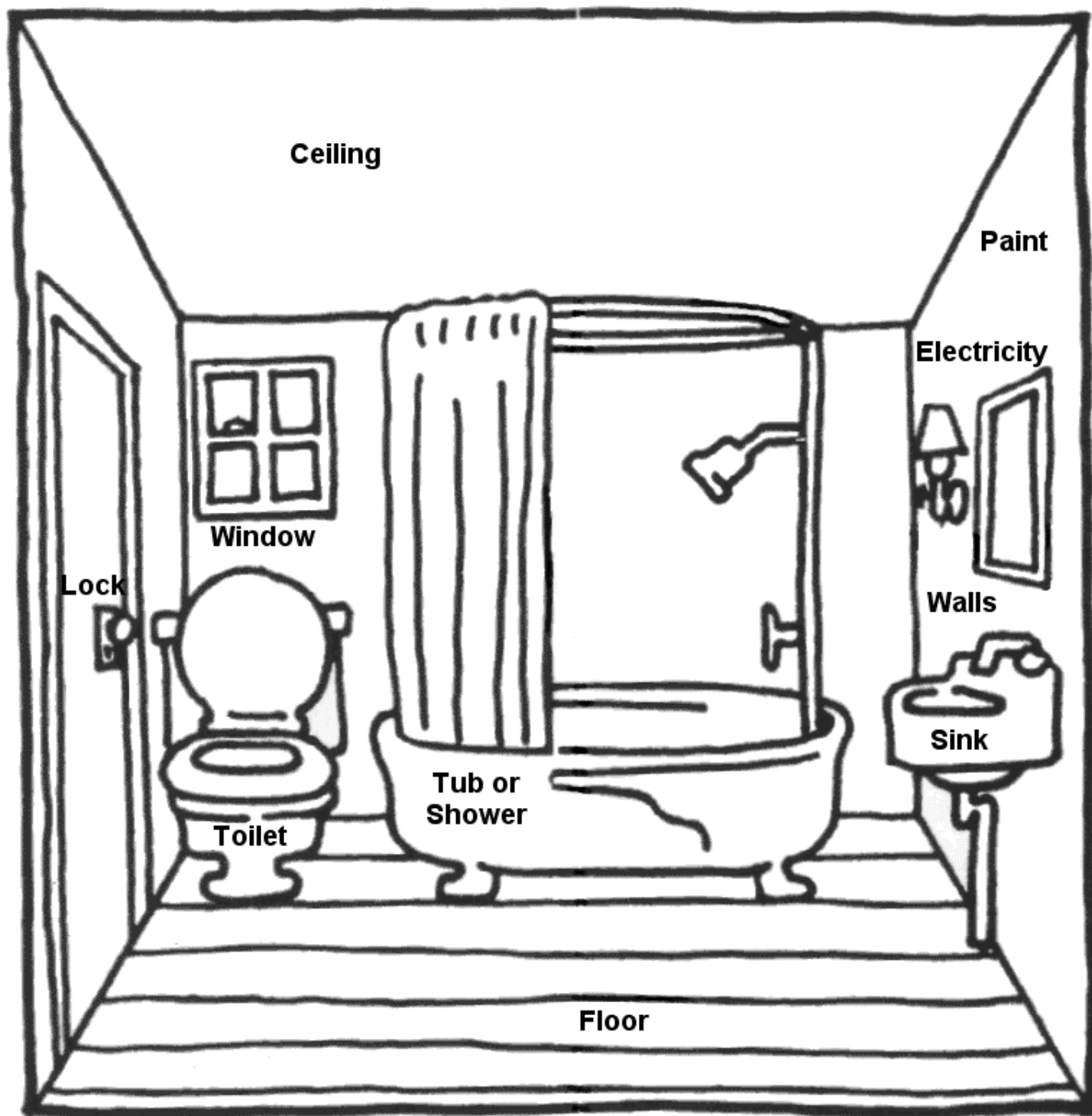
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

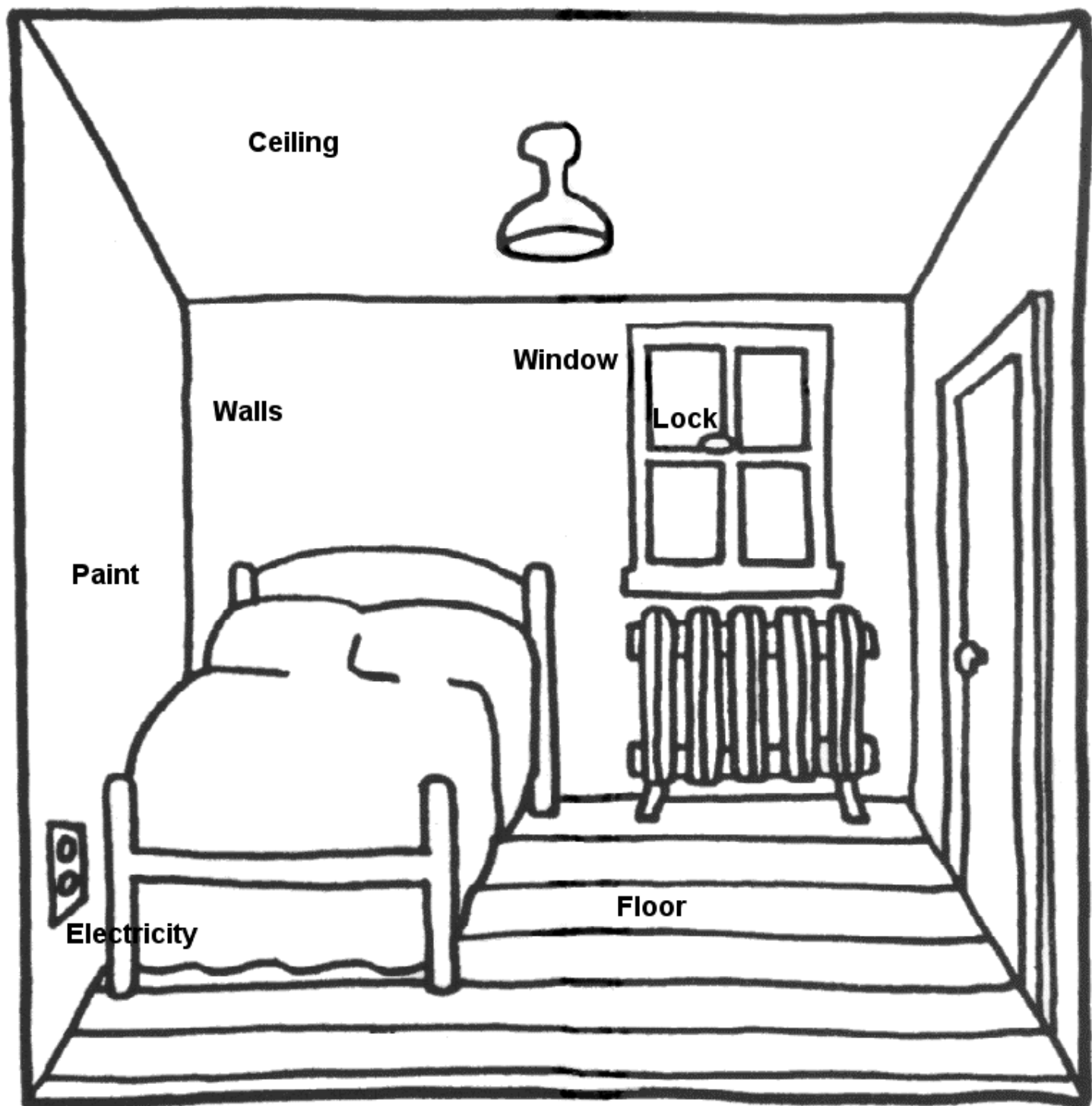
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

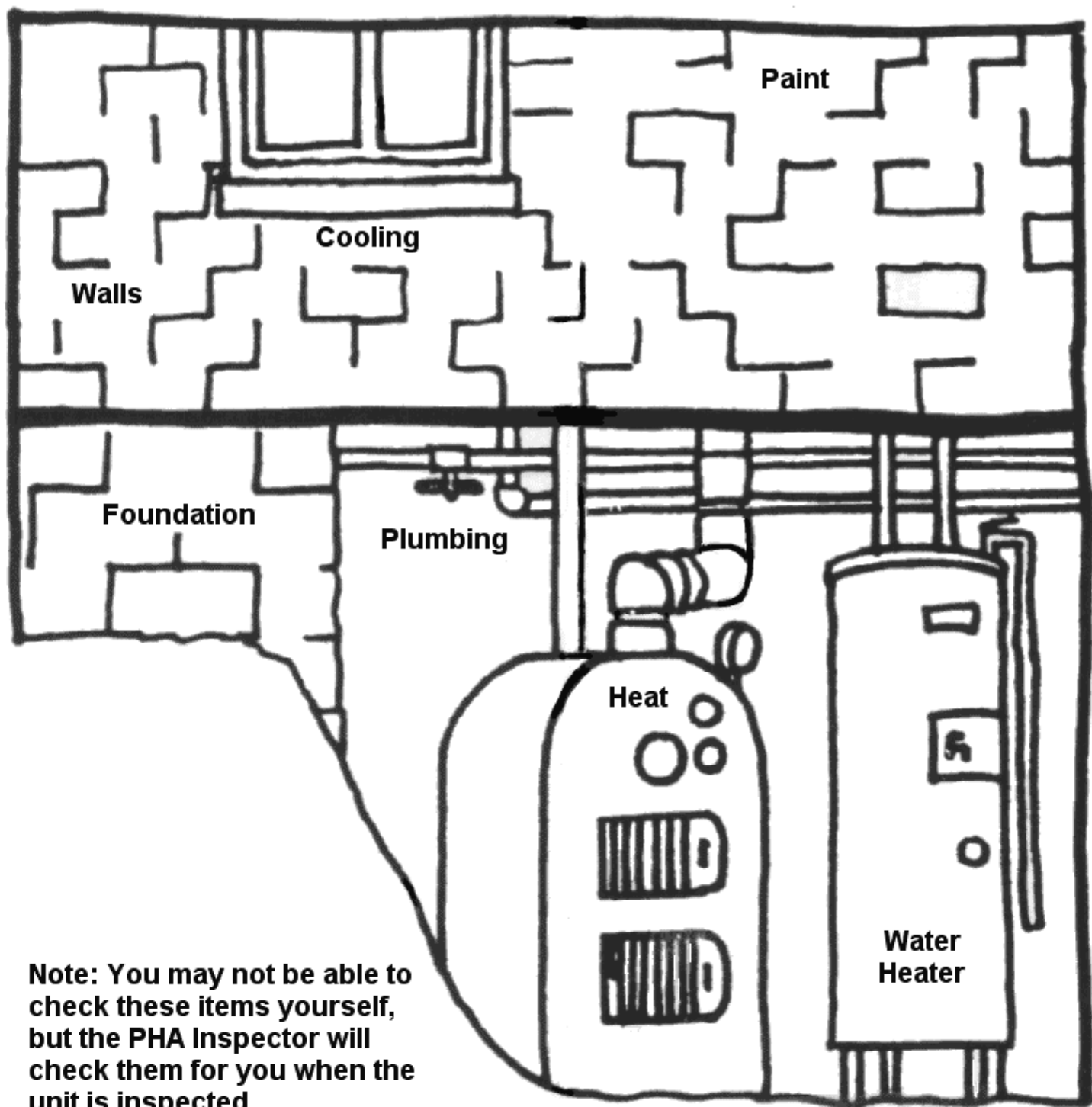
Heat

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

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

You should also think about:

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



6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

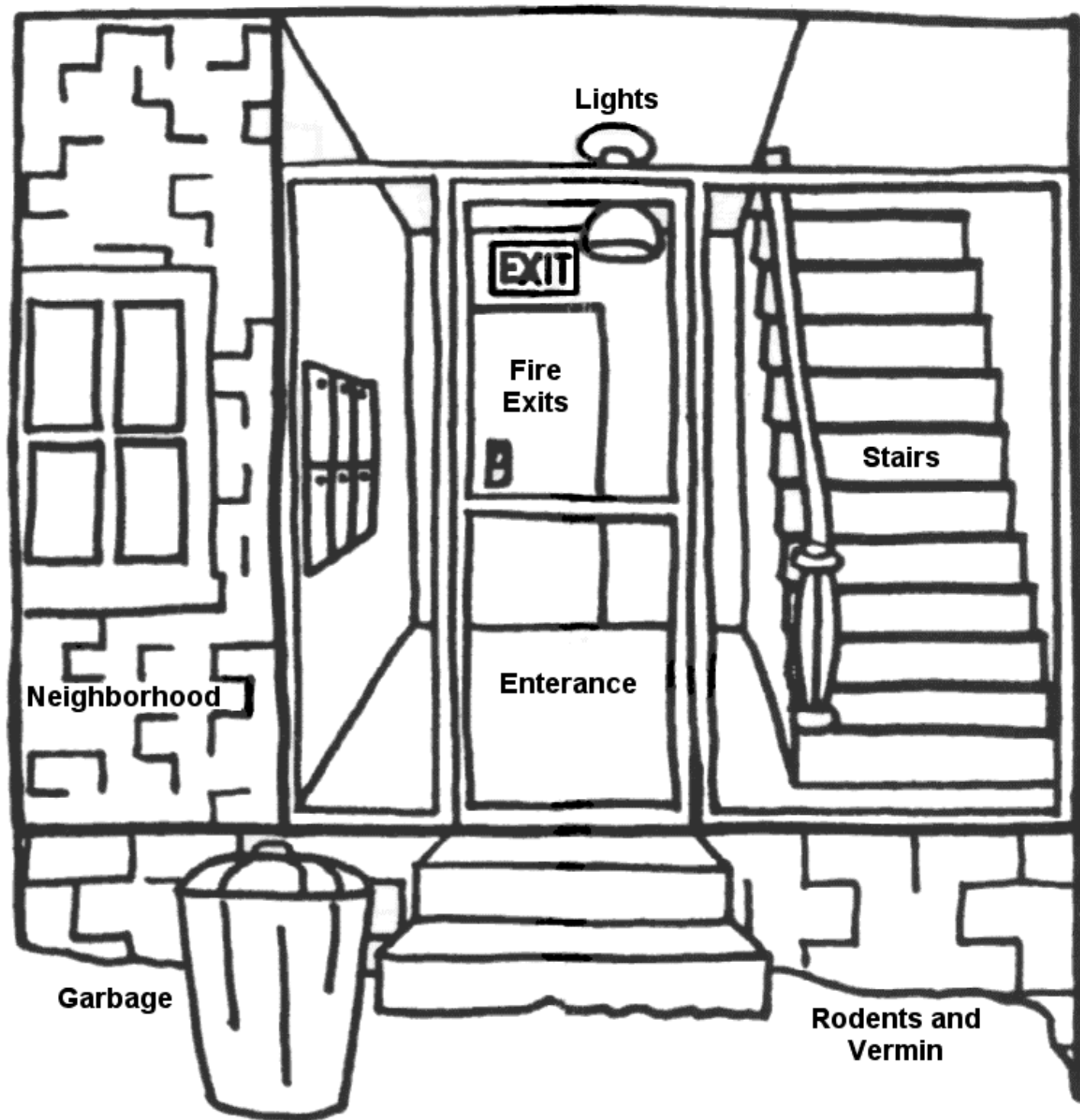
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

WHAT IS THE RENTAL ASSISTANCE PROGRAM?

The rental assistance programs of the Housing and Redevelopment Authority (HRA) will help you pay your rent if you qualify as a very low income family or individual. Eligible families select their own rental units and pay no more than 40% of their adjusted income for rent. The HRA pays the balance of the rent.

WHO CAN APPLY FOR RENTAL ASSISTANCE?

The program is open to very low income families, including singles, elderly and persons with a disability without regard to race, color, religion, national origin, sex, source of income, or present residential location.

WHAT ARE THE INCOME LIMITS OF THE PROGRAM?

You may be eligible if your income is below the maximum income limits shown below:

Effective: April 1, 2018

<u>FAMILY SIZE</u>	<u>INCOME LIMITS</u>
1	\$25,350.00
2	\$29,000.00
3	\$32,600.00
4	\$36,200.00
5	\$39,100.00
6	\$42,000.00
7	\$44,900.00
8	\$47,800.00

WHAT TYPES OF RENTAL HOUSING ARE INCLUDED?

Privately owned duplexes, townhouses, apartments, cooperatives, single family homes including mobile homes if they are within the maximum rent limits of the appropriate size for the family, and the rent is reasonable.

WHAT ARE THE MAXIMUM RENTS ALLOWED FOR THE PROGRAM?

VOUCHER PROGRAM: The tenant may choose a unit which is higher than the FMR & would then pay no more than 40% of adjusted income.

Effective: January 1st, 2020

<u>SIZE OF UNIT</u>	<u>PAYMENT STANDARD</u>
Zero bedrooms	\$512.00
One bedroom	\$596.00
Two bedroom	\$785.00
Three bedroom	\$1020.00
Four Bedroom	\$1121.00
Five bedroom	\$1289.00

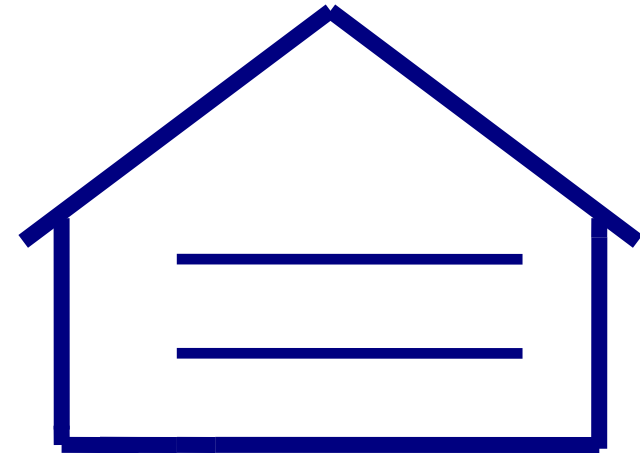
HOW DOES THE PROGRAM WORK?

1. You complete an application to the HRA for rent assistance.
2. If the application is approved, you are placed on a waiting list according to date and time of application. There will be a wait of approximately 1 year.
3. When your name comes to the top of the waiting list, you will be notified, your eligibility will be verified, and you will be issued a voucher.
4. The HRA may help you locate a suitable unit.
5. When you find a suitable unit, you inspect it. It must meet Housing Quality Standards set by Housing and Urban Development (HUD).
6. You discuss lease provisions with the owner, and the owner signs a Request For Lease Approval.
7. The HRA inspects the unit to verify that Housing Quality Standards are met.
8. If the unit and lease are suitable, the HRA approves the lease.
9. You can move into the unit.
10. You pay no more than 40% of your adjusted income for rent

PORTABILITY

Portability is the opportunity that a family has to move to another location anywhere in the United State of America without having to reapply in that area.

If you initially live outside of Crow Wing County when you apply, you must first live within the county with Section 8 Rent Assistance for one (1) year before you will be eligible to “port” out of the area with your voucher.



Housing Choice Voucher Program

Housing and Redevelopment Authority
324 East River Road
Brainerd, MN 56401

Telephone: (218) 828-3705
Fax: (218) 828-8817

HOW TO APPLY

**TO BEGIN THE PROCESS, PLEASE
CONTACT:**

Carrie Burrell

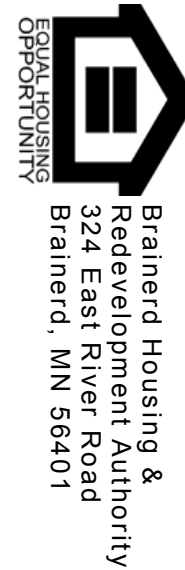
**BRAINERD HOUSING AND
REDEVELOPMENT AUTHORITY**

324 EAST RIVER ROAD

BRAINERD, MN 56401

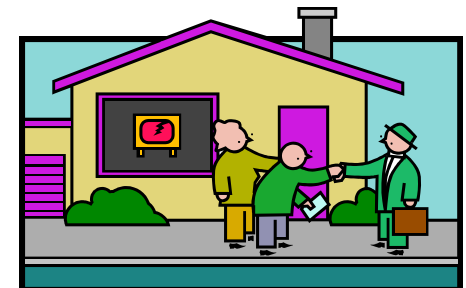
(218) 824-3427

cburrell@brainerdhra.org



**Brainerd Housing and
Redevelopment Authority**

HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM



Helping make your dream a reality.

THE HOMEOWNERSHIP OPTION

Are you renting through the Brainerd Housing and Redevelopment Authority (HRA) on a Housing Choice Voucher (Section 8) Subsidy? Are you an eligible applicant for Brainerd HRA rental assistance? If so, then the Housing Choice Voucher (HCV) Homeownership Option might be right for you!



Qualified program participants are now able to use their Housing Choice Vouchers to purchase their own homes. By working with local mortgage lenders, we have made it possible for families to move from rental housing into affordable homes.

Once eligibility is determined, you will be required to attend homebuyer education training. When you complete this training, you will be ready to seek financing at the lender of your choice. You will be on your way to owning your own home!

PROGRAM QUALIFICATIONS

To qualify for participation in the Housing Choice Voucher Homeownership Program you must:

- Be a Housing Choice Voucher participant.
- Be consistently employed full time for one year before homeownership assistance starts (elderly and disabled are exempt from this requirement.)
- Meet income eligibility requirements.
- Be in full compliance with your lease (including not owing your landlord any money.)
- Not have owned a home in the past three years.
- Be willing to utilize your Voucher to purchase a home within Crow Wing County.

HOW THE PROGRAM WORKS

The amount of assistance you will receive for your house payment is the same amount you currently receive for your rental assistance. Your Housing Choice Voucher payment will be sent to a lender or mortgage company instead of a landlord, **and your portion of the house payment will probably be lower than the amount you are currently paying for rent.**

THE STEPS TO OWNING YOUR OWN HOME

1. If you think you homeownership is right for you, contact Carrie at the Brainerd HRA for more information at 218-824-3427.



2. If you qualify, you will be required to attend Home Stretch homebuyer training, sponsored by the Central Minnesota Housing Partnership, Inc.
3. When you are determined mortgage ready, your next step will be to seek financing with a local mortgage lender.
4. After you are pre-approved for a mortgage, you can begin shopping for your new home.
5. After you've found a home in your price range, had it inspected by the Brainerd HRA and an independent inspector, and meet Brainerd HRA financing requirements, you can close on your home.

HOW TO APPLY

The Family Self-Sufficiency Program is a voluntary program administered by the Brainerd HRA, which helps and rewards families for moving off public assistance. For an application to get started on the program, please contact:

Carrie Burrell
Brainerd Housing and
Redevelopment Authority
324 East River Road
Brainerd, MN 56401
(218) 824-3427
cburrell@brainerdhra.org



Brainerd Housing &
Redevelopment
Authority
324 East River Road
Brainerd, MN 56401

BRAINERD HOUSING AND
REDEVELOPMENT
AUTHORITY

HOUSING CHOICE VOUCHER



FAMILY SELF- SUFFICIENCY PROGRAM

WHAT IS FAMILY SELF-SUFFICIENCY?

Family Self-Sufficiency (FSS) is a program from the Department of Housing and Urban Development (HUD) connecting housing assistance and supportive services to eligible families. The GOAL of the Family Self-Sufficiency Program is to enable current families and individuals participating in HUD rental assistance to take control of their lives, becoming economically and socially independent through the coordination and delivery of existing community services. FSS assists families and individuals with acquiring the skills needed to achieve financial independence and the pride that goes with it.



WHO IS ELIGIBLE?

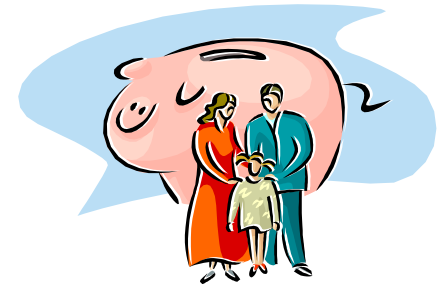
Eligibility for the Family Self-Sufficiency Program is identical to the current federal housing assistance programs. To qualify for rental assistance, a family must have an annual income within the federal guidelines. If you are already residing on the Housing Choice Voucher Program (Section 8), you are eligible for the FSS Program.

FAMILY SELF-SUFFICIENCY: THE REWARDS AND RESPONSIBILITIES

The Family Self-Sufficiency Program requires motivation and active participation by the applicant family. It carries with it many rewards and responsibilities that the family must uphold to remain in the program.

REWARDS

Family Self-Sufficiency offers several benefits to the participant families. Families who participate identify a family “head” (not necessarily the leaseholder) and enter into a contract with the FSS program. Goals and obstacles are identified and linked to supportive services and resources in the community to enable the participant to reach their desired goals. The contract clearly defines the steps necessary for the family to reach self-sufficiency. Each family is unique, therefore, the contract is designed to fit their specific needs and can be renegotiated during the course of the program. The main goal of the contract allows the family to achieve independence with the program’s five-year initiation. **Families who successfully complete the FSS Program can escrow money based on their earned income.**



RESPONSIBILITIES

Each participating family must complete and sign a Contract of Participation outlining the desired goals and describing the supportive services used to reach their goals. Services may include school, employment, childcare and other issues. Participating families are required to maintain the contracts for the term of the FSS program. Any violations of the contract by the family leads to the loss of the escrow funds accrued for them as part of the benefits of the program. The family is responsible for maintaining the contract with the agency or agencies assisting the family to meet their goals. The family is responsible for any desired change with their contract with the various agencies. Flexibility in the program allows adjustment for an emergency or unusual situation.

Brainerd Housing and Redevelopment Authority

Section 8 Existing Housing Allowance for Tenant - Paid Utilities and Appliances

Effective January 1, 2020

CIRCLE THE UNIT TYPE: **M** = Apartment/Multiple Dwelling
 D/T = Duplex or Townhouse
 S/F = Single Family House

To calculate the utility allowance, circle the amount of the allowance listed for all the utilities which YOU must pay. Be sure to use the proper column for the bedroom size (BR) and to circle the amount for the proper unit type. The Range and Refrigerator column is only for tenants who own those appliances. DO NOT circle them if they are provided by the owner.

UTILITY/APPLIANCE	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR
	M D/T SF	M D/T SF	M D/T SF	M D/T SF	M D/T SF
HEATING					
NATURAL GAS	20 25 29	24 29 33	28 35 40	32 39 46	36 45 52
PROPANE	56 69 78	66 80 92	77 95 110	89 108 126	101 123 143
ELECTRIC	22 32 54	26 38 64	36 50 75	47 63 87	57 75 98
ELECTRIC HEAT PUMP	20 24 28	23 28 33	28 34 40	31 38 45	35 42 50
OIL	74 92 105	87 107 122	102 131 145	117 149 168	133 167 191
COOKING					
NATURAL GAS	2 2 2	2 2 2	3 3 3	4 4 4	5 5 5
PROPANE	5 5 5	5 5 5	8 8 8	11 11 11	14 14 14
ELECTRIC	4 4 4	5 5 5	7 7 7	9 9 9	12 12 12
OTHER ELECTRIC	16 20 23	19 24 27	26 33 38	33 42 49	40 51 59
AIR CONDITIONING	2 2 1	2 2 1	2 3 3	3 4 5	4 5 7
WATER HEATING					
NATURAL GAS	4 6 6	6 7 7	8 10 10	11 13 13	12 16 16
PROPANE	12 15 15	15 18 18	21 26 26	29 35 35	33 41 41
ELECTRIC	12 15 15	14 17 17	18 22 22	22 27 27	26 32 32
OIL	15 20 20	18 23 23	28 36 36	36 46 46	43 56 56
WATER	25 25 25	27 27 27	31 31 31	35 35 35	40 40 40
SEWER	38 38 36	39 39 39	45 45 45	51 51 51	57 57 57
TRASH	26 26 26	26 26 26	26 26 26	26 26 26	26 26 26
RANGE (Tenant owned)	11 11 11	11 11 11	11 11 11	11 11 11	11 11 11
REFRIGERATOR	12 12 12	12 12 12	12 12 12	12 12 12	12 12 12
OTHER					
ELECTRIC FEE (MONTHLY)	20 20 20	20 20 20	20 20 20	20 20 20	20 20 20
GAS FEE (MONTHLY)	10 10 10	10 10 10	10 10 10	10 10 10	10 10 10
TOTAL ALLOWANCE FOR THIS UNIT					
+ RENT FOR THIS UNIT					
= GROSS RENT					

PAYMENT STANDARD	512	596	785	1020	1121
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Voucher

Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 07/31/2022)

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

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

Please read entire document before completing form 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 issued. Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 - 1. The owner and the family must execute the lease.
 - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 - 1. The proposed unit or lease is disapproved for specified reasons, and
 - 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

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4. Obligations of the Family

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

"
"
"

"form HUD-52646 (07/2019)"
"

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

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

Brainerd Housing and Redevelopment Authority
324 East River Road
Brainerd, MN 56401
218-824-3427
tania@brainerdhra.org

HOUSING CHOICE VOUCHER EXTENSION

I am requesting an extension on my voucher.

I will submit the form Request For Tenancy Approval as soon as I find a place to live, so an appointment can be scheduled to do the HQS inspection.

Print name

Signature

Date

Brainerd Housing & Redevelopment Authority
324 East River Road
Brainerd, Minnesota 56401
218-824-3433
E-MAIL: tania@brainerdhra.org
FAX 218-828-8817

PROVIDING RENTAL INFORMATION TO MANAGERS/OWNERS

The Brainerd HRA is required to provide prospective owners with the address of applicants/participants and names and addresses of current and/or previous landlords if known.

Upon request the HRA must also supply any factual information or third party verification relating to the applicant/participant's history as a tenant or their ability to comply with material standard lease terms, any history of drug trafficking, drug-related criminal activity, or any violent criminal activity.

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

By signing this form I understand what the HRA must report to prospective landlord if requested.

Signature of Head of Household

Date

Additional Family Members 18 or older

Date

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, 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 (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

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

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

12. Owner's Certifications

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

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

- b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- c. Check one of the following:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- ☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

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

Lead Warning Statement

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

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐

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

☐

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

_____ (b) Records and reports available to the lessor (check one below)

☐

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

☐

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

Lessee's Acknowledgment (Initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

WHAT TO DO WHEN YOU HAVE FOUND A RENTAL UNIT

1. Ask the owner or manager the amount of the total Contract Rent and for which utilities you have to pay. For each utility paid by you, (for example, cooking stove, water heater, furnace, etc.), ask if the energy source is gas, electric or oil.
2. Discuss the Housing Program with the owner or manager.
 - a) Show the owner the form "Owner Responsibility".
 - b) Invite the owner to contact the HRA representative if questions are asked that you cannot answer.
3. Show the owner the copy of the Tenancy Addendum and HAP Contract provided in the packet, you and the owner can then discuss the provisions of the Lease.
4. Request that the owner or the manager fill out and sign their part of the Request For Tenancy Approval. You will sign the Request For Tenancy Approval at this time.
5. Arrange to bring or mail the Request For Tenancy Approval form to the HRA. The HRA will arrange an inspection of the property.
6. Call your HRA representative after you know that the inspection is completed to see if the unit has met Housing Quality Standards.
 - a) If the unit does not meet Housing Quality Standards and the owner will not make the necessary repairs, you cannot receive rent assistance in that unit, and will have to look for other housing.

NOTE: Your Housing assistance will not begin until the Assisted Lease and Housing Contract are returned to the HRA. HRA Assistance Payments begin at this point, and the payments are sent directly to the owner. You are responsible for paying your portion of the rent, and it should be sent directly to the owner or manager.

**AUTHORIZATION
for Release of Information**

CONSENT: I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to Brainerd Housing & Redevelopment Authority any information or materials needed to complete and verify my application for participation, and/or to maintain my continued assistance under the Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing, and/or other housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies.

INFORMATION COVERED: I understand that, depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verifications and inquiries that may be requested include, but are not limited to:

Identity and Marital Status	Employment, Income, and Assets	Residences and Rental Activity
Medical or Child Care Allowances	Credit and Criminal Activity	

I understand that this authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a housing assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED: The groups or individuals that may be asked to release the above information (depending on program requirements) include, but are not limited to:

Previous Landlords (including Public Housing Agencies)	Past and Present Employers Welfare Agencies	Veterans Administration Retirement Systems
Courts and Post Offices	State Unemployment Agencies	Banks and other Financial Institutions
Schools and Colleges	Social Security Administration	Lutheran Social Services
Law Enforcement Agencies	Child Care Providers	Utility Companies
Support and Alimony Providers	Medical and Pharmacy Providers	Crow Wing County Social Services

COMPUTER MATCHING NOTICE AND CONSENT: I understand and agree that HUD or the Public Housing Authority may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, I understand that I have a right to notification of any adverse information found and a chance to disprove that information. HUD may in the course of its duties exchange such automated information with other Federal, State, or local agencies, including but not limited to: State Employment Security Agencies; Department of Defense; Office of Personnel Management; the U.S. Postal Service; the Social Security Agency; and State welfare and food stamp agencies.

CONDITIONS: I agree that a photocopy of this authorization may be used for the purposes stated above. This authorization will stay in affect for a year and one month from the date signed.

	<u>SIGNATURES</u>	<u>PRINTED/TYPED NAME</u>
Head of Household:	_____	Date: _____
Spouse:	_____	Date: _____
Adult Member:	_____	Date: _____
Adult Member:	_____	Date: _____

Warning! Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

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

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

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

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

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

1. Section 8 Voucher Program

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

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.

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 equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

Fair Housing--It's Your Right

Fair Housing Act

HUD has played a lead role in administering the Fair Housing Act since its adoption in 1968. The 1988 amendments, however, have greatly increased the Department's enforcement role. First, the newly protected classes have proven significant sources of new complaints. Second, HUD's expanded enforcement role took the Department beyond investigation and conciliation into the area of mandatory enforcement.

Complaints filed with HUD are investigated by the Office of Fair Housing and Equal Opportunity (FHEO). If the complaint is not successfully conciliated, FHEO determines whether reasonable cause exists to believe that a discriminatory housing practice has occurred. Where reasonable cause is found, the parties to the complaint are notified by HUD's issuance of a Determination, as well as a Charge of Discrimination, and a hearing is scheduled before a HUD administrative law judge. Either party - complainant or respondent - may cause the HUD-scheduled administrative proceeding to be terminated by electing instead to have the matter litigated in Federal court. Whenever a party has so elected, the Department of Justice takes over HUD's role as counsel seeking resolution of the charge on behalf of aggrieved persons, and the matter proceeds as a civil action. Either form of action - the ALJ proceeding or the civil action in Federal court - is subject to review in the U.S. Court of Appeals.

Significant Recent Changes

1. The Housing for Older Persons Act of 1995 (HOPA) makes several changes to the 55 and older exemption. Since the 1988 Amendments, the Fair Housing Act has exempted from its familial status provisions properties that satisfy the Act's 55 and older housing condition.

First, it eliminates the requirement that 55 and older housing have significant facilities and services designed for the elderly. Second, HOPA establishes a good faith reliance immunity from damages for persons who in good faith believe that the 55 and older exemption applies to a particular property, if they do not actually know that the property is not eligible for the exemption and if the property has formally stated in writing that it qualifies for the exemption.

HOPA retains the requirement that senior housing must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. It also still requires that senior housing publish and follow policies and procedures that demonstrate an intent to be housing for persons 55 and older.

An exempt property will not violate the Fair Housing Act if it includes families with children, but it does not have to do so. Of course, the property must meet the Act's requirements that at least 80 percent of its occupied units have at least one occupant who is 55 or older, and that it publish and follow policies and procedures that demonstrate an intent to be 55 and older housing.

A Department of Housing and Urban Development rule published in the April 2, 1999, Federal Register implements the Housing for Older Persons Act of 1995, and explains in detail those provisions of the Fair Housing Act that pertain to senior housing.

2. Changes were made to enhance law enforcement, including making amendments to criminal penalties in section 901 of the Civil Rights Act of 1968 for violating the Fair Housing Act.

3. Changes were made to provide incentives for self-testing by lenders for discrimination under the Fair Housing Act and the Equal Credit Opportunity Act. See Title II, subtitle D of the Omnibus Consolidated Appropriations Act, 1997, P.L. 104 - 208 (9/30/96).

Basic Facts About the Fair Housing Act

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, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- 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 owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

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

- 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 illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

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, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and 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

your landlord may not:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the 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 necessary for the disabled person to use the housing.

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 necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- 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 will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or

- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the **Housing Discrimination Complaint Form** is available for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the **HUD Office** nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

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 to the housing involved
- A short description to the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) to the alleged violation

Where to Write or Call:

Send the Housing Discrimination Complaint Form or a letter to the **HUD Office** nearest you or you may call that office directly.

If You Are Disabled:

HUD also provides:

- A toll-free TTY phone for the hearing impaired: 1-800-927-9275.
- Interpreters
- Tapes and braille materials
- Assistance in reading and completing forms

What Happens when You File a Complaint?

HUD will notify you when it receives your complaint. Normally, HUD also will:

- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

Conciliation

HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

Complaint Referrals

If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

What if You Need Help Quickly?

If you need immediate help to stop a serious problem that is being 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 Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

What Happens after a Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing:

If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALA) will consider evidence from you and the respondent. If the ALA decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.

- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are \$16,000 for a first violation and \$65,000 for a third violation within seven years.
- To pay reasonable attorney's fees and costs.

Federal District Court

If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALA, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

In Addition

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

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 a Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information:

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 Office** nearest you.

If you would like to file a housing discrimination complaint Minnesota:

Chicago Regional Office of FHEO
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, Illinois 60604-3507
(312) 353-7776 ext. 2453
1-800-765-9372
TTY (312) 353-7143

Housing Discrimination Hotline:

1-800-669-9777

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

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

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

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

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

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

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

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, 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

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



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

____/____/____

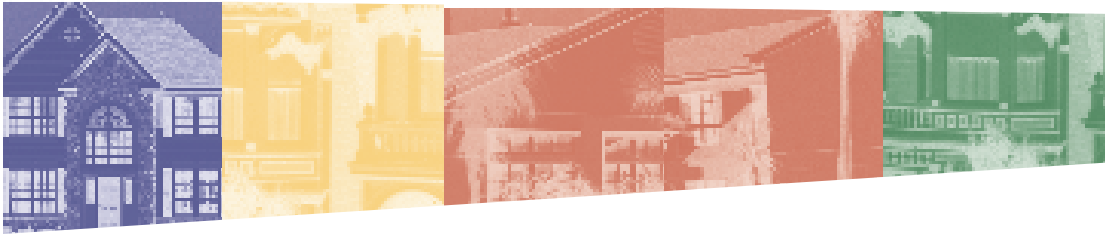
Is the alleged discrimination continuing or ongoing?

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