

# **Eligibility Briefing Packet**

## **Section 8 Housing Choice Voucher Program**



**420 West Chase Street**

**Pensacola, FL**

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**The City Housing Division is an Equal Housing Opportunity Agency.**

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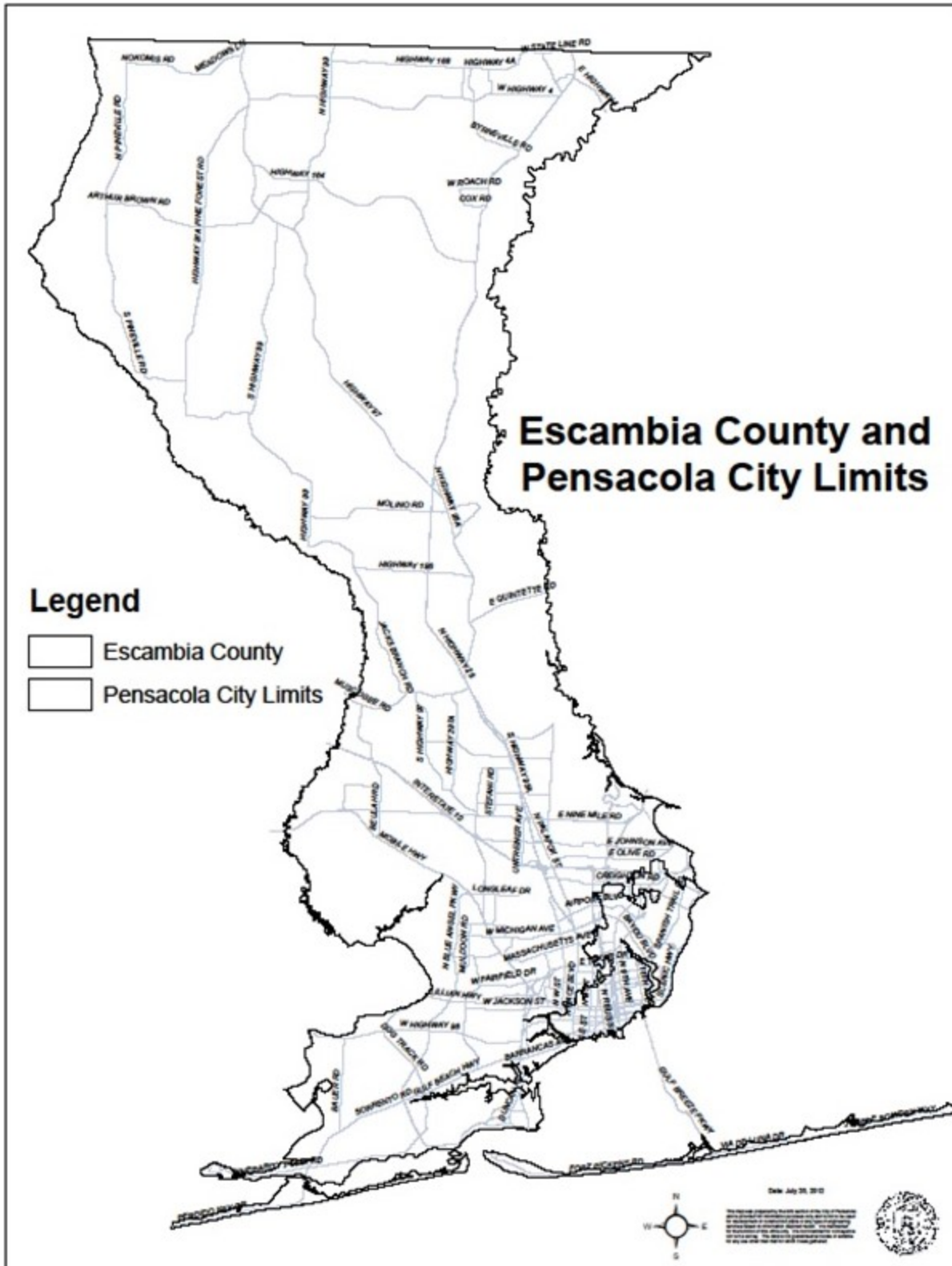
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### **HANDOUTS:**

Eligibility Packet  
Housing Voucher  
List of Available Units  
Payment Standards  
Request for Tenancy Approval (RTA) Packet  
Utility Allowance Schedule

## Map of Escambia County and Pensacola City Limits



# **Facts about the Housing Choice Voucher Program - What It Is and How It Works**

## **What are Housing Choice Vouchers?**

The Housing Choice Voucher Program (HCV) is a federal housing assistance program managed by the U.S. Department of Housing and Urban Development (HUD) and administered at the local level by public housing agencies (PHAs), including the City of Pensacola Housing Division (Pensacola Housing). The HCV program allows very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. It is frequently referred to as the Section 8 program, in reference to the portion of the U.S. Housing and Community Development Act of 1974 under which the original subsidy program was authorized. The United States Code covers this program in Title 42, Chapter 8, Section 1437f.

The City of Pensacola Housing Division receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the Housing Choice Voucher Program locally. The federal regulations that govern this program are found in 24 CFR Part 982.

## **The Program Improves Choices for Eligible Families**

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. Families are encouraged to negotiate directly with the landlord to secure rental accommodations best suited to their needs which meet both rental and housing quality requirements of the program. Rental units must meet minimum standards of health and safety as determined by the Housing Division.

The rental housing unit selected by the family must meet an acceptable level of quality and safety before the City can approve payments to landlords under the program. Federal housing quality standards have been established by HUD. Pensacola Housing will be responsible for informing both voucher holder families and landlords as to what standards will be required. When the voucher holder family selects a housing unit it wishes to occupy and reaches an agreement with the landlord over lease terms, the landlord and the family will complete a Request for Tenancy Approval (RTA) process form and submit to Pensacola Housing. The landlord will be notified by Pensacola Housing to request an inspection of the unit for housing quality standards and rent reasonableness once the RTA is completed and approved.

Payment Standards by unit size are established by Pensacola Housing through guidelines established by HUD for each county or metropolitan area. When a family is certified eligible for the program, the family is advised of the appropriate unit size for which they are eligible based on family size and composition. The family's share of the rent may not exceed 40% of the family's monthly adjusted income during the initial lease period (24 CFR 982.508).

## **The Program Motivates Families to Shop Wisely**

The program is designed to encourage families to shop wisely, investigating a wide range of housing opportunities and negotiating with landlords for the best rental terms. Pensacola Housing is responsible for providing families with current market information on what their rental dollars can command in the market. In addition, families will be informed about their rights and obligations before they enter into a lease with a landlord.

A participating family will be more responsible if it knows that by abiding by the program rules, it can continue to participate in the program as long as Federal funds are available and the family remains eligible. Since family housing needs change over time with changes in family size, job locations or the like, the program has been designed to facilitate moves by families without loss of assistance support as long as the family terminates its existing lease within the jurisdiction of the public housing agency.

## **The Landlord's Role**

The role of the landlord in the Housing Choice Voucher Program is to provide decent, safe and sanitary housing to tenants at a reasonable rent. The program requirements which the landlord must meet are those which a landlord must customarily provide in this locality. The dwelling unit must pass the program's Housing Quality Standards (HQS) as long as the owner



receives assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease with the tenant.

### **How the Housing Agency Makes the Program Work**

Pensacola Housing makes the voucher program work by providing families with vouchers that enable them to seek out suitable housing and by entering into contracts with landlords to provide assistance payments on the tenants' behalf. The City/Landlord contract begins after Pensacola Housing approves the tenant/landlord lease terms, determines that the dwelling unit complies with Housing Quality Standards (HQS) or Pensacola Housing's additions to the HQS acceptability criteria and executes a Housing Assistance Payments (HAP) contract. The HAP contract will cover a one (1) year period and payments will be made to the landlord as long as the tenant occupies the unit and the unit is HQS compliant. If the landlord fails to meet his obligations under the contract, the Housing Division has the right to terminate assistance payments.

All rental units must be made available, managed, and operated regardless of race, color, national origin, religion, age, sex, perceived sexual orientation, gender identity, familial status, or disability.

## Payment Standards for Housing Choice Vouchers

(Effective July 20, 2023)

0 Bedroom.....	\$1066.00 (Includes Utility Allowance)
1 Bedroom.....	\$1106.00 (Includes Utility Allowance)
2 Bedroom.....	\$1284.00 (Includes Utility Allowance)
3 Bedroom.....	\$1785.00 (Includes Utility Allowance)
4 Bedroom.....	\$2189.00 (Includes Utility Allowance)

Section 8 Housing Voucher Payment Standards are implemented by City Housing and established based on current market rents. The Payment Standard includes the allowance for utilities as established by the current Section 8 utility chart. The Payment Standard represents the maximum amount of subsidy that the PHA will allow for a family based upon the bedroom size allotted on the Housing Voucher. Rents may exceed the allotted Payment Standard but the family's portion cannot exceed 40% of the family's adjusted monthly income and all rent must be approved by the PHA and be determined to be "rent reasonable".

### How Housing Assistance Payments are Determined

#### Total Tenant Payment:

The Total Tenant Payment is the greater of:

- 30% of adjusted gross monthly income; or
- 10% of gross monthly income; or
- \$50.00 (fifty dollars)

#### Voucher Program:

- If a family selects a unit for which rent and utilities are less or equal to the Payment Standard, the family will pay a minimum of 30% of their adjusted income, 10% of gross monthly income, or \$50.00, whichever is greater
- If a family selects a unit for which rent and utilities are more than the Payment Standard, the housing assistance payment is not increased; instead, the family pays the entire difference between the rent and the housing payment, provided it does not exceed 40% of their adjusted monthly income.

## **Term of the Voucher**

The initial term of the voucher will be sixty (60) days, which will be stated of the Housing Choice Voucher. Families may be granted an extension if the request is made before the expiration of the voucher.

If the family includes a person with disabilities and the family requires an extension due to the disability, Pensacola Housing will grant an extension allowing the family the full 120 days search time.

Upon the family's submittal of a completed Request for Tenancy Approval form, Pensacola Housing will suspend the term of the voucher.

## **Occupancy Standards**

### **Section 8 Housing Assistance Program**

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions:

<b>Unit Size</b>	<b>Maximum Occupancy Standards*</b>
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

## **Responsibilities and Obligations of Pensacola Housing**

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

1. In administering the program, Pensacola Housing must:
2. Publish and disseminate information about the availability and nature of housing assistance under the program;
3. Explain the program to families and owners;
4. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
5. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
6. Encourage participation by owners having accessible units;
7. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
8. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-prescribed tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and on an annual or biennial basis during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the amount of the housing assistance payment for a family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;
9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;
10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

## **Owner Responsibilities**

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with fair housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family sixty (60) days prior to any requested rent increase.

## **Family Responsibilities**

As a participant in the Housing Choice Voucher program families are required to comply with the following federal regulations. These regulations are extracted from 24 CFR Subpart L 982.552:

1. The family must supply any information requested by the PHA for use in a regularly scheduled reexamination or interim reexamination of family income and composition including evidence of citizenship or eligible immigration status.
2. The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
3. Any information supplied by the family must be true and complete.
4. The family is responsible for an HQS (Housing Quality Standards) breach caused by the family.
5. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. The family may not commit any serious or repeated violation of the lease.
7. The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. (A 30 day written notice is required.)
8. The family must promptly give the PHA a copy of any owner eviction notice.

9. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
10. The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption, or court awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. (Request must be in writing, within 10 days)
11. The family must promptly notify the PHA if any family member no longer resides in the unit. (Request must be in writing, within ten days)
12. If the PHA has given approval, a foster child or a live-in-aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining when PHA consent may be given or denied.
13. Members of the household may engage in legal profit making in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
14. The family must not sublease or let the unit.
15. The family must not assign the lease or transfer the unit.
16. The family must supply any information requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including information regarding family absences. The family must notify the PHA of absence from the unit.
17. The family must not own or have any interest in the unit.
18. The members of the family must not commit bribery, fraud, or any other corrupt or criminal act in connection with the programs.
19. The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises
20. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
21. An assisted family may not receive Section 8 rental assistance while receiving another housing subsidy for the same or for a different unit under any duplicative federal, state, or local housing assistance program.

### **RESPONSIBILITIES OF THE FAMILY**

As a participant in the City of Pensacola's Section 8 Housing Choice Voucher Program, I understand that I must comply with the following responsibilities and obligations:

1. I understand that **any changes** in my household income (decrease or increase) **must be reported in writing to my Housing Specialist within ten (10) business days of the change.** Changes in household composition must be approved in advance.
2. I understand that my lease is for one (1) year and that **I cannot vacate my unit for one (1) year.** I further understand that if I intend to move after the first year of my Lease, **I must give written notice to my Housing Specialist (minimum 30 days) and to the Landlord, as stated in my Lease.**
3. I understand that I must fulfill all obligations as stated on my Housing Choice Voucher and that any violation of my voucher, the Family Obligations, the Tenancy Addendum or the Lease may result in eviction by the Landlord and/or termination from the Housing Choice Voucher Program.
4. I understand that I must comply with the rules set forth by my Landlord and that it is my responsibility to keep my dwelling unit clean and sanitary, and that **any damages resulting from misuse by my family or guests are my responsibility.**
5. I understand that any non-emergency problems I have with my dwelling unit must first be reported to my Landlord, by phone, and then in writing, and then I will forward a copy to my Housing Specialist. No tenant request inspections will be scheduled without this procedure. Once the items have been repaired the landlord is responsible to schedule a re-inspection.
6. I understand that only **the person or persons listed on my lease are permitted to live in my dwelling unit** and that any reports of unauthorized person(s) living in the unit may be investigated. I understand that if I allow unauthorized persons to reside in my dwelling unit, I may be evicted and/or terminated from the Program.
7. I understand that I must request permission from my Housing Specialist for absences from the unit exceeding sixty (60) days. Authorized absences may include, but are not limited to: prolonged hospitalization, death in the family, other absences that are deemed necessary by the PHA.
8. I understand that if **I move into a unit without approval of the Housing Division, I will be responsible for any rent due until a contract is executed by the Housing Office with the Landlord.**
9. I understand that the rent is due as stated in my lease. I also understand that I may be charged with late fees according to the lease. Late rent payments may impact the Landlord's decision about whether to renew my lease. In addition, I understand that if I am evicted from my Section 8 unit for any reason during the term of any lease, the Housing Division may terminate my assistance as well.
10. I understand that Minimum Housing Quality Standards require that **all** units have gas and/or electric, water, sewer and trash service connected in the head of household's name at all times(unless provided by the Landlord and stated as such in the HAP Contract.) I understand that **if I am responsible for any of these services, disconnection will result in the termination of my housing assistance.**



11. I understand that if I fail to reimburse the City of Pensacola Division for any overpayment resulting from unreported income, **my housing assistance will be terminated.**
12. I understand that the Housing Division is required to review my household income and composition each year. I agree to provide the Housing Division with all information requested by the Housing Specialist as well as appear for my annual recertification appointments. I understand that my unit **must** be inspected annually or biennially, EVEN IF I PLAN ON MOVING FROM THE UNIT. I understand that if my unit fails inspection **all repairs must be completed**, the unit **reinspected**, and **passed** within 30 days. **I understand that failure to complete all yearly recertification requirements will result in the termination of my housing assistance.** I will also cooperate with requested interim examinations and/or quality control inspections between annual review periods.
13. I understand my benefits may be terminated if I or any member of my household **engages in drug related criminal activity or in any violent criminal activity**, which includes any felony criminal activities that have as one of their elements the use, attempted use, or threatened use of physical force against the person or property of another.
14. I understand that my benefits will be terminated **permanently** if I am convicted of manufacturing or producing methamphetamines in a federally-assisted unit, OR for any duration of time that I am required to register as a sex offender. This may also be applicable to other household members.

## **Providing Family Information to Owners**

Upon request, Pensacola Housing will provide to a prospective landlord:

1. The name and address, if known to Pensacola Housing, of the prospective tenant's current and immediately prior landlords; and
2. The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

## Summary Appeals Procedure for the Housing Choice Voucher Program

The following guidelines are established pursuant to 24 CFR 982.555 and are intended to comply with federal requirements for conducting informal hearings for participants of the City of Pensacola's Section 8 Housing Choice Voucher Program. The policies and procedures contained herein are applicable to all differences that arise between families and owners, families and the Housing Office, and owners and the Housing Office as pertains to the administration of the Section 8 Housing Choice Voucher Program.

1. The participant shall request in writing to the Housing Office an informal hearing to resolve the complaint. Such request shall state the reasons for the informal hearing and the parties to the dispute. The Housing Office upon receipt of a written request for an informal hearing shall set a date for the hearing as expeditiously as possible and shall notify all concerned parties as to the time, date and location of the hearing.
2. The hearing may be conducted by any person or persons designated by the Housing Office other than a person who made or approved the decision under review or a subordinate of such person.
3. The participant may be represented by a lawyer, at his/her expense, or other representative.
4. The person who conducts the hearing may regulate the conduct of the hearing in accordance with Housing Office procedures.
5. The Housing Office and the participant shall be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
6. The person who conducts the hearing shall issue a written decision within a timely manner [ten (10) working days] stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the participant.
7. These procedures do not preclude the parties to a dispute from exercising their other rights if they believe they are being discriminated against on the basis of race, color, religion, sex, perceived sexual orientation, gender identity, or national origin; familial status; disability; or to their rights under the Contractual Lease Agreement.

## **When May the Family Request an Informal Hearing?**

The Housing Office is required to allow the family an opportunity for an informal hearing regarding the following issues:

1. Determination of family's annual or adjusted income, and use of that income to compute the housing assistance payment.
2. Determination of the appropriate utility allowance (if any) for tenant-paid utilities from PHA utility allowance schedule.
3. Determination of family unit size under the PHA occupancy standards or a determination that unit is too large for the family, denial of family's request for exception to occupancy standards.
4. Determination to terminate assistance because of family's action or failure to act.
5. Decision to terminate based on family's absence from unit beyond maximum allowed by PHA policy and HUD rules.

## **When does the Tenant Family NOT have an Opportunity for an Informal Hearing?**

The Housing Office is NOT required to grant the family an opportunity for an informal hearing regarding the following issues:

1. Discretionary administrative determinations by PHA.
2. General policy issues or class grievances.
3. Establishment of PHA schedule of utility allowances for families.
4. PHA determination not to approve an extension or suspension of a certificate/voucher term.
5. PHA determination not to approve a unit or a lease.
6. PHA determination that a unit is not in compliance with HQS (unless a decision to terminate assistance is based on a breach of HQS caused by the tenant).
7. Determination that unit doesn't meet HQS because of family size.
8. Determination by the PHA to (or not to) exercise any right or remedy under the contract against the owner.



## Things You Should Know

Don't risk your chances for federally assisted housing by providing false, incomplete, or inaccurate information on your application forms.

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Purpose: This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

<u>Penalties for Committing Fraud:</u>	<p>The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If you application or recertification forms contain false or incomplete information, you may be:</p> <ul style="list-style-type: none"><li>▪ Evicted from your apartment or house;</li><li>▪ Required to repay all overpaid rental assistance you received;</li><li>▪ Fined up to \$10,000;</li><li>▪ Imprisoned for up to 5 years, and/or</li><li>▪ Prohibited from receiving future assistance.</li><li>▪ Your state and local government may have other laws and penalties as well.</li></ul>
<u>Asking Questions</u>	<p>When you meet with the person who is to fill out your application, you should know <u>Questions</u>: what is expected of you. If you do not understand something, ask for clarification. That person can answer your question or find out what the answer is.</p>
<u>Completing the Application</u>	<p>When you answer application questions, you must include the following information:</p> <ul style="list-style-type: none"><li>▪ All sources of money you or any member of your household receive, such as wages from employment, welfare payments, alimony, social security, pension, etc;</li><li>▪ Any money you receive on behalf of your children, such as child support, social security for children, etc.;</li><li>▪ Income from assets, which includes interest from a savings account, credit union, or certificate of deposit; dividends from stock, etc.;</li><li>▪ Earnings from second job or part time job;</li><li>▪ Any anticipated income, such as a bonus or pay raise you expect to receive.</li></ul> <p><u>Assets:</u></p> <ul style="list-style-type: none"><li>▪ All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by your and any adult member of your family's household who will be living with you.</li><li>▪ Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children;</li></ul>

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<u>Family Household Members Household Members:</u>	The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.
<u>Signing the Application:</u>	<ul style="list-style-type: none"> <li>▪ Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.</li> <li>▪ When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.</li> <li>▪ Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various federal, state or private agencies to verify that it is correct.</li> </ul>
<u>Recertifications:</u>	<p>You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must recertify. You must report on recertification forms:</p> <ul style="list-style-type: none"> <li>▪ All income changes, such as increases of pay and/or benefits, change or loss of job and/or benefits, etc. for all household members.</li> <li>▪ Any family member who has moved in or moved out of your home;</li> <li>▪ All assets that you or your household members own and any assets that were sold in the last 2 years for less than the full value.</li> </ul>
<u>Beware of Fraud</u>	<p>You should be aware of the following fraud schemes:</p> <ul style="list-style-type: none"> <li>▪ Do not pay any money to file an application;</li> <li>▪ Do not pay any money to move up on the waiting list;</li> <li>▪ Do not pay for anything not covered by your lease;</li> <li>▪ Get a receipt for any money you pay; and</li> <li>▪ Get a written explanation if you are required to pay for anything other than rent, such as maintenance charges.</li> </ul>
<u>Reporting Abuse</u>	<p>If you are aware of anyone who has falsified an application or if anyone tries to persuade you to make false statements, report them to the manager of your complex or your PHA. If that is not possible, call the local HUD office or the HUD Office of the Inspector General (OIG) Hotline at (800) 347-3735. You can also write to: HUD-OIG HOTLINE, (GFI) 451 Seventh Street, S.W., Washington, DC 20410</p>



Are You a Victim of Housing  
Discrimination?

# 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](mailto: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](mailto: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](mailto:Complaints_office_03@hud.gov)

### For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:Complaints_office_10@hud.gov)

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

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

To file electronically, visit: [www.hud.gov](http://www.hud.gov)



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PLACE  
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MAIL TO:

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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

**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 cal

\_\_\_\_\_  
Daytime Phone No

\_\_\_\_\_  
Evening Phone No

\_\_\_\_\_  
Contact's Name

\_\_\_\_\_  
Best Time to cal

\_\_\_\_\_  
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

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

Is it because of your: race color religion sex national origin familial status (families with children under 18) disability?  
For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion?  
Or turned down for an apartment because you have children?  
Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

## Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization? Identify who you believe discriminated against you.

Name

Address

## Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? Did it occur at a bank or other lending institution?  
Provide the address.

Address

City

State

Zip Code

## When did the last act of discrimination occur?

Enter the date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Is the alleged discrimination continuing or ongoing?

☐

Yes

☐

No

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.

Keep this information for your records.

Date you mailed your information to HUD: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Address to which you sent the information

Office

Telephone

Street

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.

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

## 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

*This form is currently available for information purposes. Use of this form is not required until OMB approval is obtained. This form is subject to change.*

**U.S. Department of Housing and Urban Development**  
Office of Community Planning and Development  
**OMB Approval No. XXXX-XXXX**  
**Expires XX/XX/XXXX**

### **Notice on Equal Access Regardless of Sexual Orientation, Gender Identity, or Marital Status for HUD's Community Planning and Development Programs**

The City of Pensacola Housing Division receives funding from the U.S. Department of Housing and Urban Department's (HUD) Office of Community Planning and Development (CPD) and MUST comply with the following REQUIREMENTS:

- Determine your eligibility for housing regardless of your sexual orientation, gender identity, or marital status, and must not discriminate against you because you do not conform to gender or sex stereotypes (i.e., because of your gender identity);
- Grant you equal access to CPD programs or facilities consistent with your gender identity, and provide your family with equal access;
- MUST NOT ask you to provide anatomical information or documentary (like your ID), physical, or medical evidence of your gender identity; and
- Take non-discriminatory steps when necessary and appropriate to address privacy concerns raised by any residents or occupants, including you.

If you think this program has violated any of these requirements, including any denial of services or benefits, **contact your local HUD office for assistance with alleged violations of HUD program regulations. Local offices can be found at:**

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/field\\_policy\\_mgt/localoffices](http://portal.hud.gov/hudportal/HUD?src=/program_offices/field_policy_mgt/localoffices)

If you believe you have experienced housing discrimination because of race, color, religion, national origin, disability, or sex, including discrimination because of gender identity, contact 1800-669-9777 or file a written complaint with HUD at: [www.hud.gov](http://www.hud.gov) "file a discrimination complaint". Persons who are deaf, hard of hearing, or have speech impairments may file a complaint via TTY by calling the Federal Information Relay Service at (800) 877-8339.

To better understand HUD's requirements, the following definitions apply:

- Sexual orientation means one's emotional or physical attraction to the same and/or opposite sex (e.g. homosexuality, heterosexuality, or bisexuality).
- Gender identity means the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity.
- Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.



## **FAIR HOUSING ORDINANCES**

### **City of Pensacola**

#### **Title V. – Human Resources and Civil Rights**

##### **Chapter 5-2. – Discrimination**

##### **Article II. Fair Housing**

**Sec. 5-2-16. to Sec. 5-5-25**

#### **Escambia County**

##### **Article IV. Fair Housing**

**Sec. 58-91 – 58-103**

#### ***Declaration of Policy***

It is hereby declared to be the Policy of the City of Pensacola, in the exercise of its Police power for the Public Safety, Public health and general welfare, to ensure Equal Opportunity to obtain adequate housing by all person, regardless of Race, Color, Religion, Sex, National Origin, Place of Birth, Age, provided the person has the capacity to contract- Marital status, Ancestry, Military status, or Physical disability, and to that end to prohibit and eliminate discrimination in housing by any person.

If you feel that you have been discriminated against for any reason or the above reasons, contact the Director of Fair Housing.

**Florida Commission on Human Relations**

**4075 Esplanade Way**

**Room 110**

**Tallahassee, FL 32399**

(850) 488-7082

**Toll-Free:** 1-800-342-8170

**Web Site:** <http://fchr.state.fl.us>

**E-Mail:** [fchrinfo@fchr.myflorida.com](mailto:fchrinfo@fchr.myflorida.com)

**For Those with Communication Impairments:**

The Florida Relay Service Voice (statewide) 711

TDD ASCII (800) 955-1339

TDD Baudot (800) 955 – 8771

**U.S. Department of Housing & Urban Development Fair  
Housing & Equal Opportunity**

1-800-669-9777 or (1-800-927-9275 for TTY)



# **Expanding Housing Opportunities**

One of the top priorities of HUD is to broaden housing choices for very low and extremely low income families. The Housing Choice Voucher Program is an ideal mechanism to accomplish this goal because the subsidy is not tied to specific units or areas, and families have a wide range of housing choices.

## **Moves with Continued Assistance**

Participant families of the HCV Program may move to another unit after the term of the initial 12-month lease is complete; if the landlord and the participant have mutually agreed to terminate the lease; and/or if Pensacola Housing has terminated the HAP contract while the family remains in good standing.

## **When a Family may move**

For families already participating in the HCV program, Pensacola Housing will allow the family to move to a new unit if:

1. The assisted lease for the old unit has terminated;
2. The owner has given the tenant a notice to vacate and the family is not in violation of their lease or obligations under the program;
3. The participant has given notice of lease termination (if the participant has a right to terminate the lease with proper notice to the owner); or
4. Both parties to the lease, tenant and owner, agree mutually to release each other from the lease agreement and the family is not in violation of obligations under the program.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV Program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

## **Required Mover's Meeting**

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to attend a mover's meeting prior to Pensacola Housing issuing a voucher on their behalf.

This meeting is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;
4. An explanation that the family share of the rent may not exceed 40 % of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 60 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

Disabled persons may request reasonable accommodations to make all briefings, including mover's meetings, accessible.

## **Procedures Regarding Participant Moves**

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations and may cause the family to be terminated from the program.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should mail the notice by certified mail or have the owner or his agent sign a statement confirming the date and time received. The family should provide copies of the lease termination notice and the landlord's certified receipt of same to Pensacola Housing. If the owner refuses the certified mail receipt, the family will be required to provide the receipt and envelope showing the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.



# How Portability Works

## What is Portability?

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

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

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



## What Happens Next?

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

## Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.  
**Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).**

*See back for more details*

*See back for more details*

# How Portability Works



## Before Porting, Things You Should Know

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

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

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

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

*See front for more details*

## Once at the Receiving PHA

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

*Any additional instructions will be provided by the receiving PHA.*

*PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.*

*See front for more details*

# **Portability Frequently Asked Questions**

## **WHO MAY USE PORTABILITY?**

Any participant of the Housing Choice Voucher Program who is in good standing with Pensacola Housing may use the portability feature of the voucher. Portability requests will not be granted if the participant has an outstanding debt balance, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, of stalking, and moving out of the jurisdiction is needed to protect the health of safety of the family of family member. Applicants living within Pensacola Housing's jurisdiction (Escambia County) at the time of application may request portability with the initial voucher. Applicants not living in Housing's jurisdiction are required to use their initial voucher to lease up within Pensacola Housing's jurisdiction for the first year after which portability may be requested. Disabled applicant families may request an exception to this policy as a reasonable accommodation.

## **WHERE MAY A FAMILY MOVE?**

An eligible family that has been issued a housing choice voucher may use that voucher to lease a unit anywhere in the United States and its territories where there is a housing agency administering the housing choice voucher program.

## **HOW OFTEN MAY A FAMILY MOVE?**

Typically, families participating in the voucher program may request to move or port once a year, at the end of their recertification period. Voucher families will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis. Under no circumstances will Pensacola Housing allow a participant to improperly break a lease.

## **HOW DOES A FAMILY REQUEST PORTABILITY?**

The family who wishes to move to another jurisdiction should contact their Housing Specialist, who will help determine if there is a PHA administering a voucher program in the area where they wish to go, and provide guidance about the proper procedure to receive a port voucher while remaining in good standing.

## **HOW DO I KNOW IF I'M IN GOOD STANDING?**

To be in good standing the family must not owe any unpaid rent, has followed program rules, and not have an outstanding debt owed to any public housing agency or office.

## **HOW LONG WILL THE PROCESS TAKE?**

It's impossible to estimate how long the portability process will be. Portability can be a lengthy process, so it's important to plan accordingly. It's very common for there to be a gap between the time when a voucher family has arrived in the new jurisdiction and the date when they lease up there with the voucher.

## Guide to Bordering PHA's

### **Crestview, FL**

Phone: 850-682-2413  
Fax: 850-689-4559  
371 W. Hickory Ave., Crestview, FL 32536

### **Fort Walton Beach, FL**

Phone: 850-243-3224  
Fax: 850-244-6533  
27 Robinwood Dr., SW, Fort Walton Beach, FL 32548

### **Niceville, FL**

Phone: 850-678-7816  
Fax: 850-678-3011  
500 Boyd Circle, Niceville, FL 32578

### **Tallahassee, FL**

Phone: 850-385-6126  
Fax: 850-386-5534  
2940 Grady Road, Tallahassee, FL 32312

### **Foley, AL**

Phone: 251-943-5370  
Fax: 251-943-5848  
302 W. 4<sup>th</sup> Ave., Foley, AL 36535

### **Enterprise, AL**

Phone: 334-347-2538  
Fax: 334-347-0133  
391 Mildred Street, Enterprise, AL 36330

### **Greenville, AL**

Phone: 334-382-6581  
Fax: 334-382-0206  
601 Beeland St.  
P.O. Box 521, Greenville, AL 36037

### **Milton, FL**

Phone: 850-623-8216  
Fax: 850-626-9305  
5668 Byrom St., Milton, FL 32570

### **Panama City, FL**

Phone: 850-769-2358  
Fax: 850-785-1322  
804 E. 15<sup>th</sup> St., Panama City, FL 32405

### **Washington County**

Phone: 850-547-3680  
Fax: 850-547-9806  
302 N. Oklahoma St., Bonifay, FL 32425

### **Mobile, AL**

Phone: 251-434-2200  
Fax: 251-434-2373  
151 S. Claiborne St., Mobile, AL 36602

### **Atmore, AL**

Phone: 251-368-8442  
Fax: 251-368-3194  
415 Bragg St., Atmore, AL 36502

### **Mississippi Regional HA No. VII**

Phone: 601-684-9503  
Fax: 601-684-6422  
130 Commerce St., McComb, MS 39648

For a complete listing of Public Housing Authorities that administer the Housing Choice Voucher visit  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts) .

## **Advantages of Moving Outside Areas of Poverty**

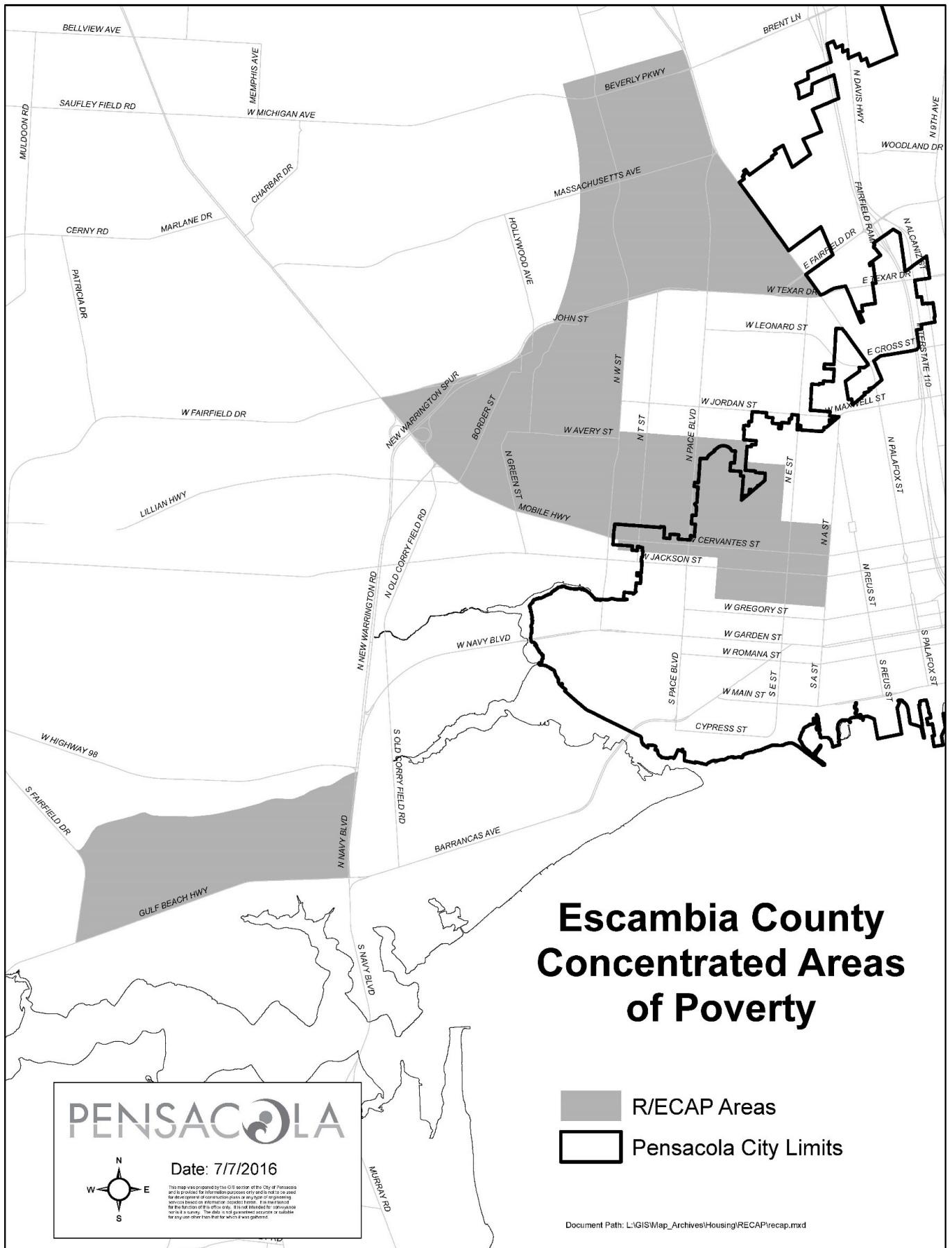
A high poverty area is one in which forty percent (40%) or greater of the persons for whom poverty status is determined have incomes below the poverty level.

Areas of low poverty generally have better schools, a lower crime rate, better public services, more shopping and other amenities. Preliminary data from various HUD studies of Moving-To-Opportunity Programs appear to substantiate that children of families moving from a high poverty area to a low poverty area reach higher levels of school achievement.

It is to the housing applicant's and housing program participant family's advantage to move from a high poverty census area to a low poverty census area, and the family should take this under consideration when seeking a rental unit.

The attached map shows concentrated areas of poverty in the Pensacola/Escambia County area and within the jurisdiction of the City of Pensacola Housing.\*





## Miscellaneous Resources and Assistance Information

### **UTILITY COMPANIES:**

Gulf Power (electric): 1-800-225-5797

[www.gulfpower.com](http://www.gulfpower.com)

Pensacola Energy (gas service): 435-1800

[www.espnaturalgas.com](http://www.espnaturalgas.com)

ECUA (water, sewer and sanitation): 476-0480

[www.ecua.fl.gov](http://www.ecua.fl.gov)

Peoples Water Service Company: 455-8552

[www.peopleswaterservice.com](http://www.peopleswaterservice.com)

### **FINANCIAL ASSISTANCE – RENT & UTILITIES**

Catholic Charities: 435-3516

ECOH: 439-3009

Tender Hearts, Caring Hands: 473-4666

United Ministries: 433-2333

### **FINANCIAL ASSISTANCE – UTILITIES ONLY**

Community Action Program:  
438-4021

Families Count: 437-1450

Salvation Army: 432-1501

Samaritan Hands Ministry: 438-8907

### **RESOURCES:**

Escambia County Sheriff's Office: 436-9630

[www.escambiaso.com](http://www.escambiaso.com)

Escambia County Area Transit (ECAT): 595-3228

[www.goecat.com](http://www.goecat.com)

Escambia County School Board: 469-6130

[www.escambia.k12.fl.us](http://www.escambia.k12.fl.us)

Legal Services of North Florida 432-8222

[www.lsnf.org](http://www.lsnf.org)

Northwest Florida Legal Services: 432-2336

[www.nwfls.org](http://www.nwfls.org)

### **HOW TO REQUEST FINANCIAL ASSISTANCE FROM THIS AGENCY LIST**

1. Check times to call—most are early morning
2. CALL agencies, NO walk-in service available.
3. Continue to redial until you either speak to a staff member or you reach the Agency's answering machine

### **Things to Remember**

1. Agencies will screen calls to verify eligibility
2. Most agencies serve only once per year or per lifetime
3. United Way 2-1-1 has up-to-date information on funding availability at agencies

## RENTAL APPLICATION FORM

(Print and Complete all Information)

Applicant's Full Name \_\_\_\_\_ Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Current Driver's License # \_\_\_\_\_ State \_\_\_\_\_ SS# \_\_\_\_\_

Present Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How Long \_\_\_\_\_

Present Landlord's Name \_\_\_\_\_ Phone \_\_\_\_\_ Amount of Rent You Pay \$ \_\_\_\_\_

Previous Landlord's Name \_\_\_\_\_ Phone \_\_\_\_\_ Amount of Rent You Paid \$ \_\_\_\_\_

Address of the Unit \_\_\_\_\_ Dates Lived There \_\_\_\_\_

Another Previous Landlord's Name \_\_\_\_\_ Phone \_\_\_\_\_ Amount of Rent You Paid \$ \_\_\_\_\_

Address of the Unit \_\_\_\_\_ Dates Lived There \_\_\_\_\_

Name of Present Employer \_\_\_\_\_ Phone \_\_\_\_\_ Length of Employment \_\_\_\_\_ Position \_\_\_\_\_

Gross monthly income (before deductions) \$ \_\_\_\_\_ Other Income \$ \_\_\_\_\_ Sources \_\_\_\_\_

Name of Previous Employer \_\_\_\_\_ Phone \_\_\_\_\_ Length of Employment \_\_\_\_\_ Position: \_\_\_\_\_

### **List all other persons who will live in the unit:**

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

7) \_\_\_\_\_ 8) \_\_\_\_\_ 9) \_\_\_\_\_

**CREDIT REFERENCES:** (may include credit cards, car loans, other loans)

Co. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Co. Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Co. Name: \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Bank Name (Checking Account) \_\_\_\_\_ Branch/Address \_\_\_\_\_

Bank Name (Savings Account) \_\_\_\_\_ Branch/Address \_\_\_\_\_

Have you ever been evicted? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain \_\_\_\_\_

Have you ever filed for bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, Chapter 7 ( ) Chapter 13 ( )

If Yes, explain \_\_\_\_\_

Have you ever been convicted of a crime, other than a traffic violation? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, explain \_\_\_\_\_

**PERSONAL REFERENCES:** (List 3 persons other than your relatives who can verify your character.)

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

The undersigned applicant herewith declares that all information on this application is true and correct and herewith authorizes the landlord or authorized agent to obtain a consumer credit report relating to applicant. The undersigned applicant further authorizes the landlord or authorized agent to verify the application information including but not limited to criminal records, contacting creditors, present or former landlords, employers and personal references and further authorizes anyone contacted to release the credit or personal information of undersigned applicant.

\_\_\_\_\_  
Applicant's Signature and Authorization  
Rental Application - Page 2 of 2

\_\_\_\_\_  
Date

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.

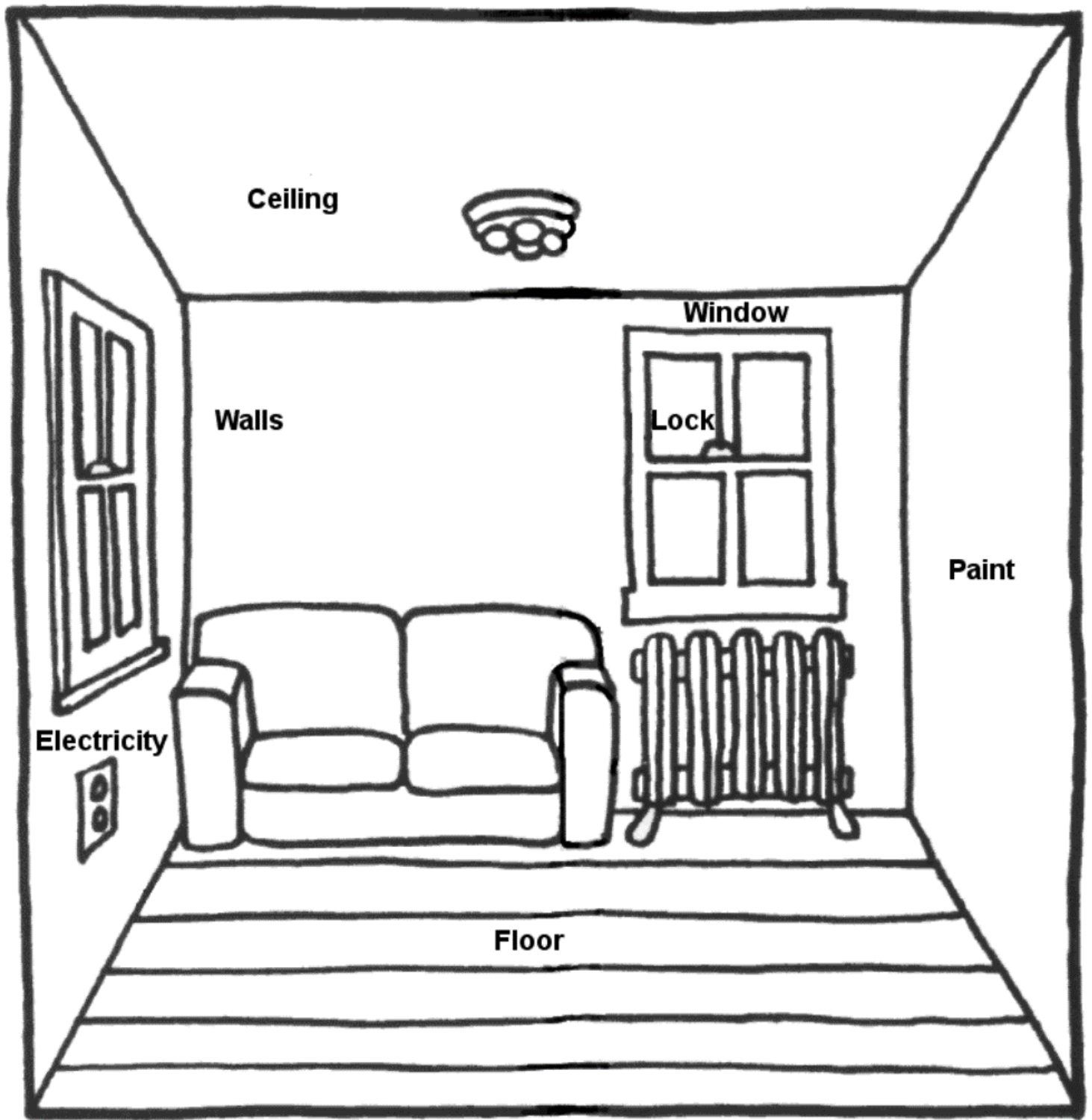
## *Paint*

- 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.)

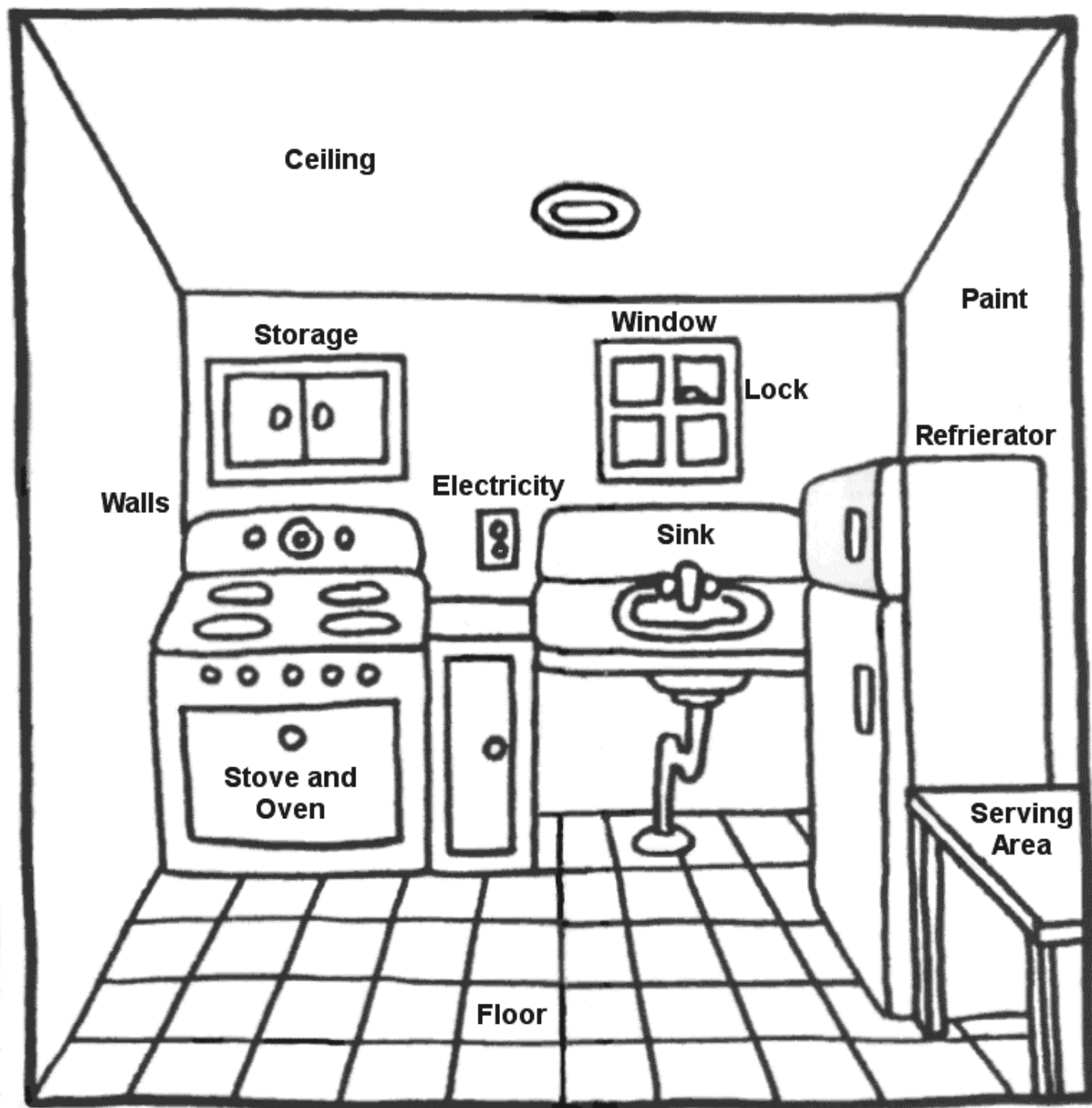
### *Sink*

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.

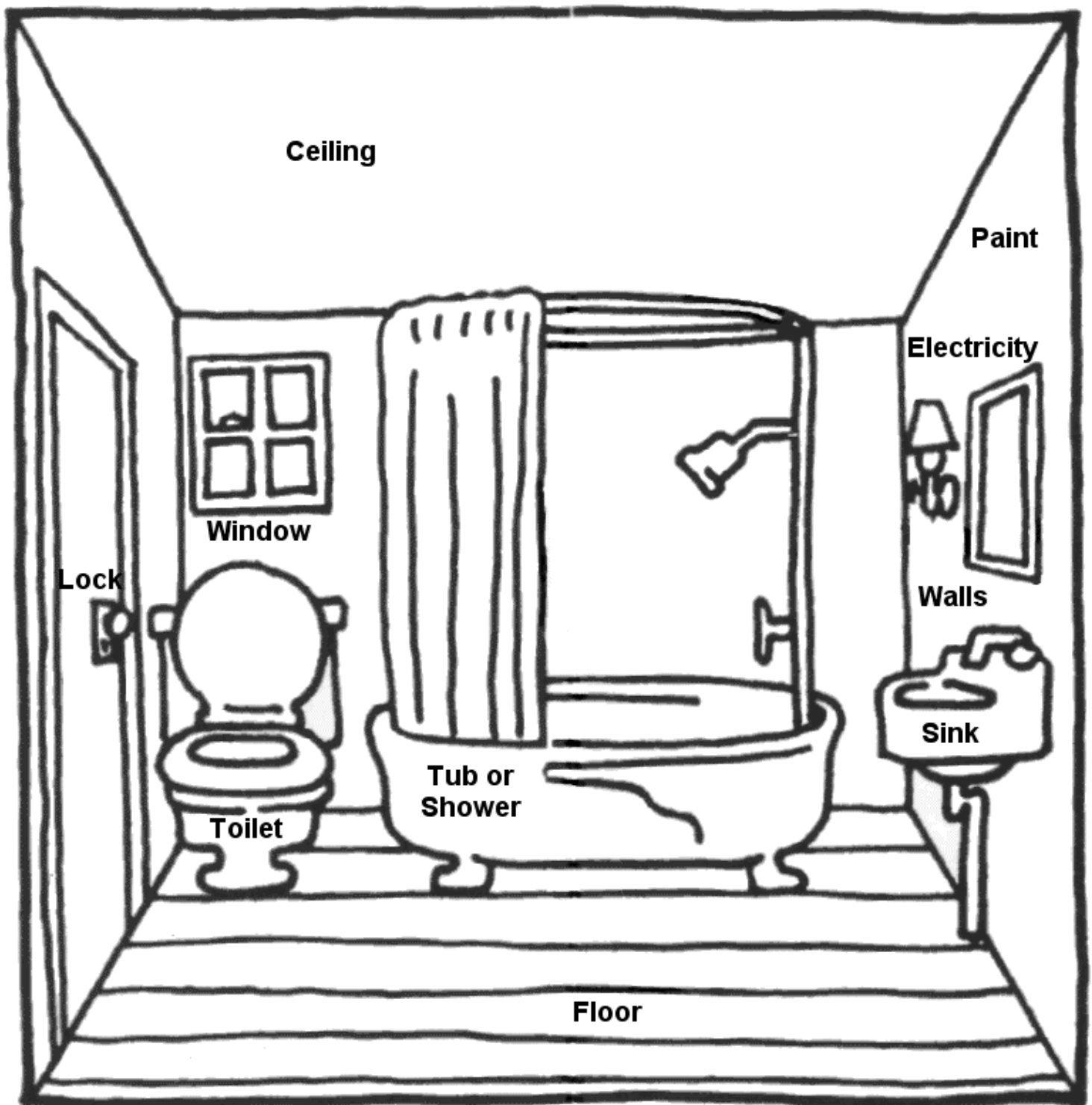
### *Sink*

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*

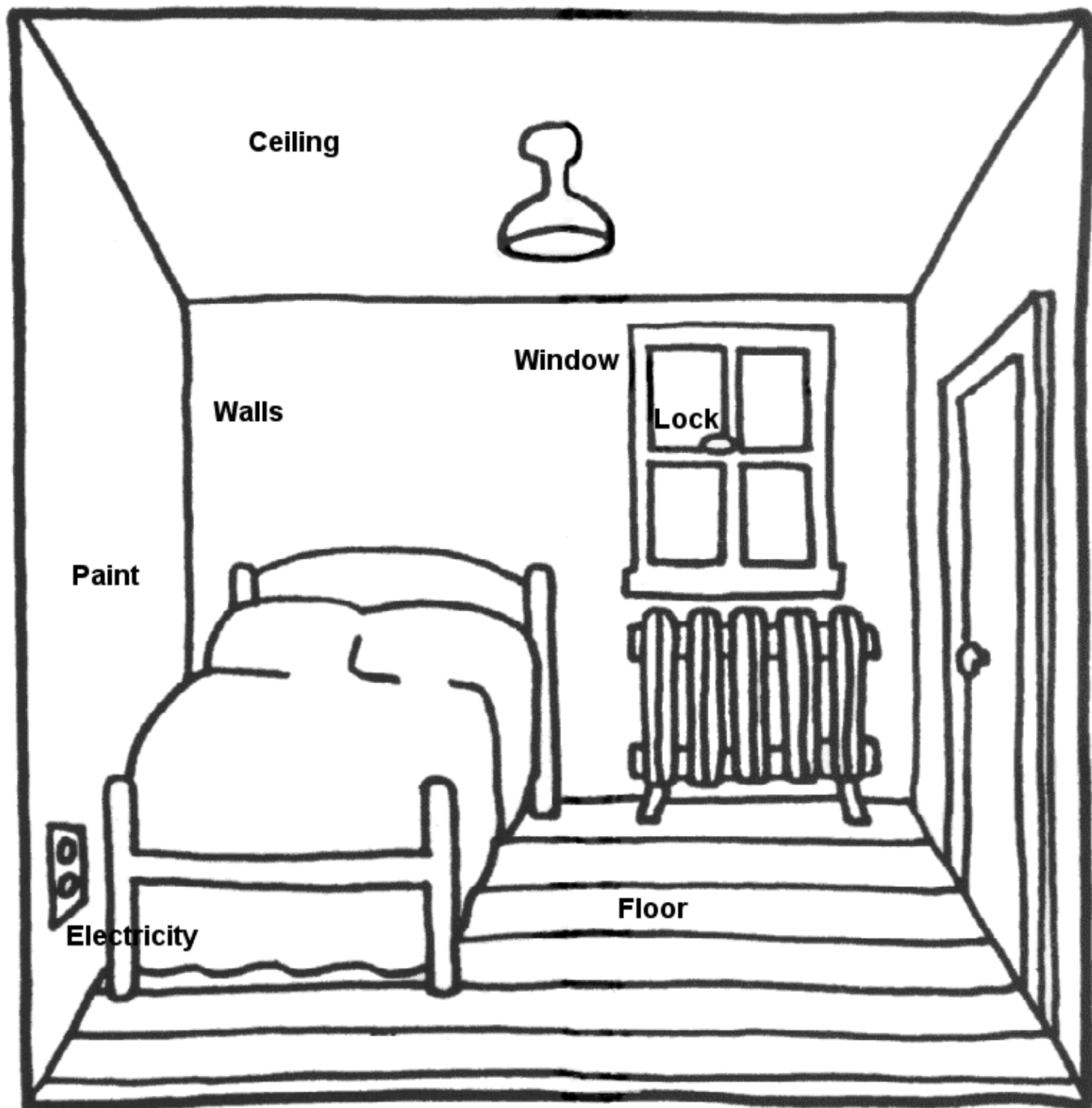
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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.

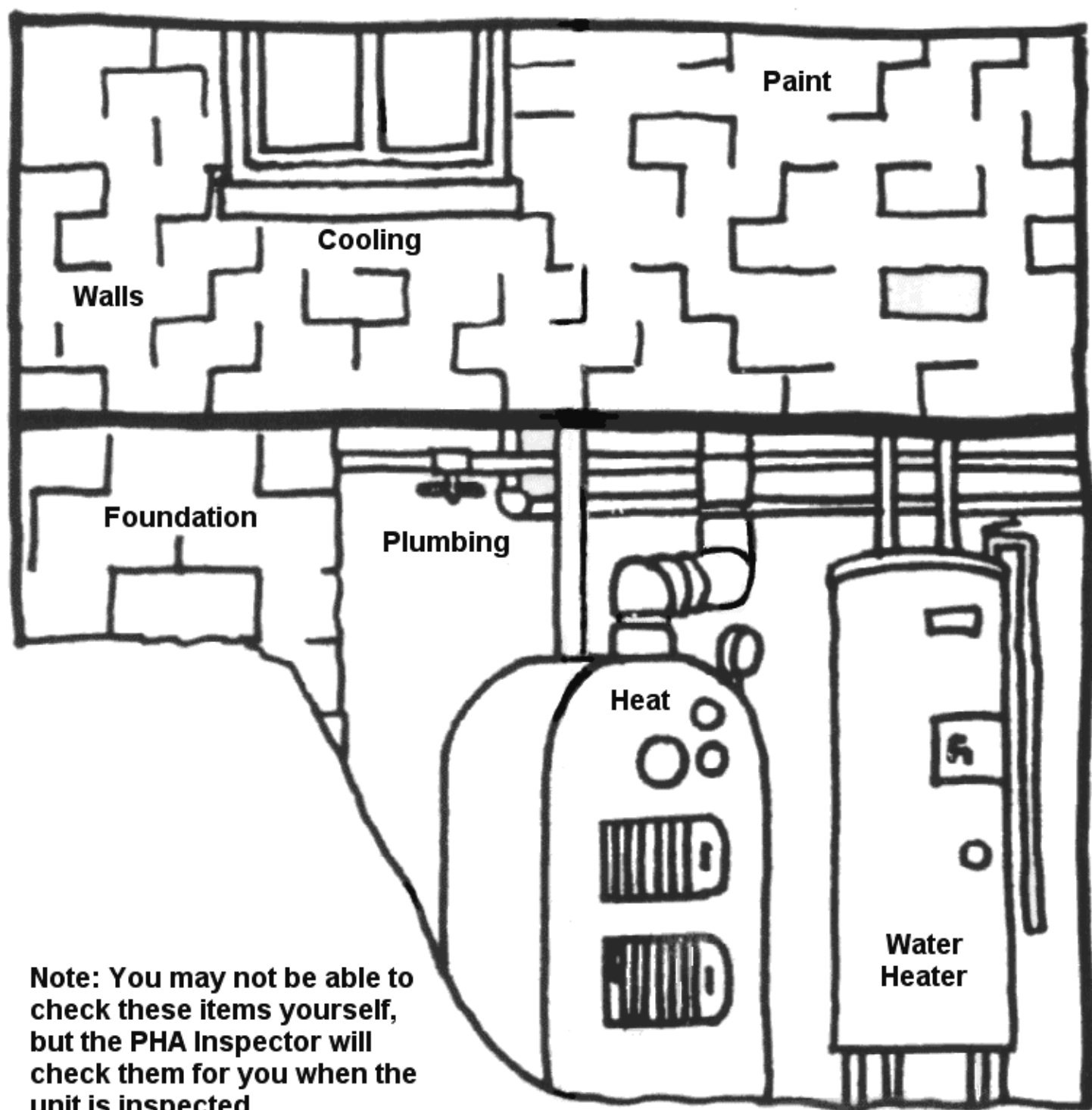
### *Heat*

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 effect 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*

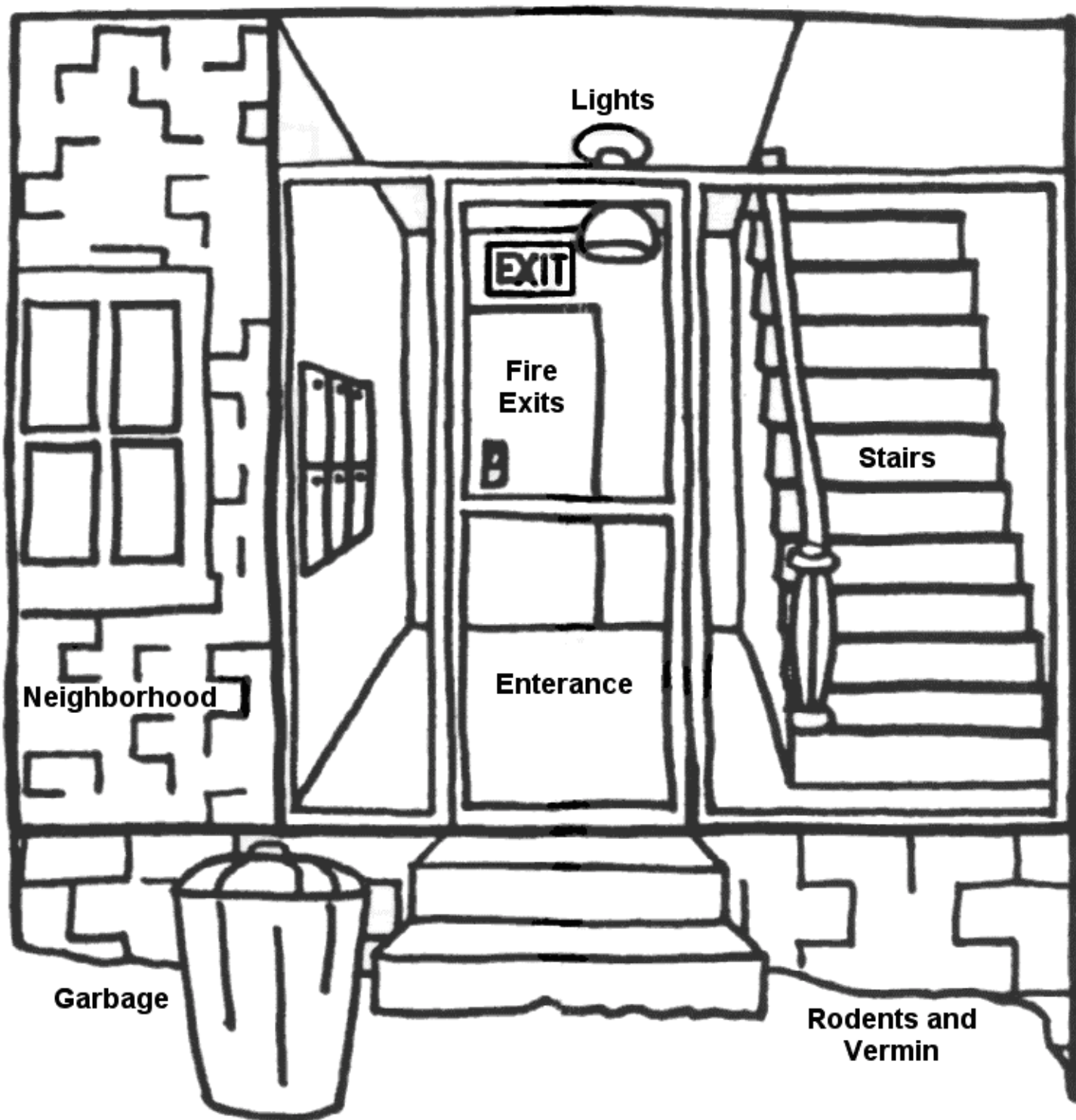
No sign of rats or large numbers of mice or vermin (like roaches).

### *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. Before signing the lease perform a walk-through with the landlord or property manager.

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. The owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. If the unit fails the re-inspection, or if 15 business days have elapsed and a re-inspection has not been scheduled, the Request for Tenancy Approval will be denied.

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.

After initial lease up the assisted unit will be inspected either on an annual, biennial or as needed basis. The HAP contract will terminate if the unit is not in HQS compliance and repairs are not complete before the given deadline. If the unit is brought back into compliance before the given deadline, both owner and tenant will need to provide a written statement to reinstate the HAP contract

### *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 or biennial inspections 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, biennial and tenant request 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, biennial, and tenant request inspections, including making necessary repairs.

## 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



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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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)

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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)

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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](http://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](http://epa.gov/lead) and [hud.gov/lead](http://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](http://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](http://cpsc.gov) or [saferproducts.gov](http://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](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

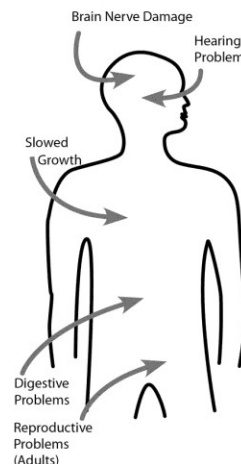
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## 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

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**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

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**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](http://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.<sup>4</sup>
- 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.

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<sup>4</sup> 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

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**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](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

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

**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.<sup>2</sup>

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](http://epa.gov/lead).

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<sup>1</sup> "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.

<sup>2</sup> "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

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**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

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**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](http://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

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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](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**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.

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

**City of Pensacola Housing Division**

**Notice of Occupancy Rights under the Violence Against Women Act 2**

**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. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Section 8 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 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 Section 8, 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 Section 8 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**

City of Pensacola Housing Division may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If City of Pensacola Housing Division chooses to remove the abuser or perpetrator, City of Pensacola Housing Division 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, City of Pensacola Housing Division 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, The City of Pensacola Housing Division must follow Federal, State, and local eviction procedures. In order to divide a lease, The City of Pensacola Housing Division 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, The City of Pensacola Housing Division 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, The City of Pensacola Housing Division 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.

City of Pensacola Housing Division 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.

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

***\* Emergency transfers are related to subsidized housing and privately owned subsidized housing. The City of Pensacola Housing Division administers the Section 8 Tenant based Voucher Program only and does not own or manage any rental units.***

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

City of Pensacola Housing Division 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 City of Pensacola Housing Division must be in writing, and City of Pensacola Housing Division 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. City of Pensacola Housing Division 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 City of Pensacola Housing Division as documentation. It is your choice which of the following to submit if City of Pensacola Housing Division 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 City of Pensacola Housing Division 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 City of Pensacola Housing Division has agreed to accept.

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

If City of Pensacola Housing Division 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), City of Pensacola Housing Division 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, City of Pensacola Housing Division does not have to provide you with the protections contained in this notice.

### **Confidentiality**

City of Pensacola Housing Division 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.

City of Pensacola Housing Division must not allow any individual administering assistance or other services on behalf of City of Pensacola Housing Division (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.

City of Pensacola Housing Division must not enter your information into any shared database or disclose your information to any other entity or individual. City of Pensacola Housing Division, however, may disclose the information provided if:

- You give written permission to City of Pensacola Housing Division to release the information on a time limited basis.
- City of Pensacola Housing Division 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 City of Pensacola Housing Division or your landlord to release the information.

VAWA does not limit City of Pensacola Housing Division'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, City of Pensacola Housing Division 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 City of Pensacola Housing Division 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 City of Pensacola Housing Division can demonstrate the above, City of Pensacola Housing Division 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 Jacksonville HUD Field Office.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, City of Pensacola Housing Division must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact City of Pensacola Housing Division at (850) 858-0350. For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Florida Coalition Against Domestic Violence at 1-800-500-1119 or for persons with hearing impairments, 1-800-621-4202.

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 RAINN, Rape, Abuse, And Incest National Network at 1-800-656-4673.



Victims of stalking seeking help may contact NOVA, National Organization for Victim Assistance at 1-800-879-6682.

Attachment: Certification form HUD-5382

**CERTIFICATION OF U.S. Department of Housing  
DOMESTIC VIOLENCE, and Urban Development  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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 \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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

**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.

