Housing Choice Voucher Briefing

Welcome to the
Housing Authority of the County of DeKalb IL (HACD)
Housing Choice Voucher (HCV) Program

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We are pleased to offer you Housing Choice Voucher rental assistance.

The HCV program is designed to assist you with rental assistance payments, while assuring that you are in a decent, safe and well maintained housing unit.

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HACD Contact Information

Jess, They/Them
- HCV Case Manager
  - Participants last names A - J & EHV
  - jess@dekcohousing.com
  - Extension 126

Chelsea, She/Her
- HCV Administrator
  - cbemis@dekcohousing.com
  - Extension 125

Lexy, She/Her
- HCV Case Manager
  - Participants last names K - Z & VASH
  - lexy@dekcohousing.com
  - Extension 127

Susan Capps, She/Her
- PH & SPC Rent Specialist
  - scapps@dekcohousing.com
  - Extension 131

Main Phone number 815.758.2692

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Briefer Agenda

- HUD words to know
- HCV Basics
  - How the program works
  - Who's responsible for what
- HUD Mandatory Information
- Where to Look
- Rent Calculation

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HUD Words to Know

- Income – Can be earned or help from sources outside of the household
- Subsidy - Federal $ used to help pay rent
- HAP - Housing Authority Payment
- Contract Rent - the $ charged for rent
- UA = Utility Allowance, specific $ amount used to figure out gross rent
- Gross Rent – Contract + Utility Allowance
- TTP – Total Tenant Payment **

- HQS – Housing Quality Standard
- Unit - apartment, house or townhouse
- RFTA - Request for Tenancy Approval, orange packet

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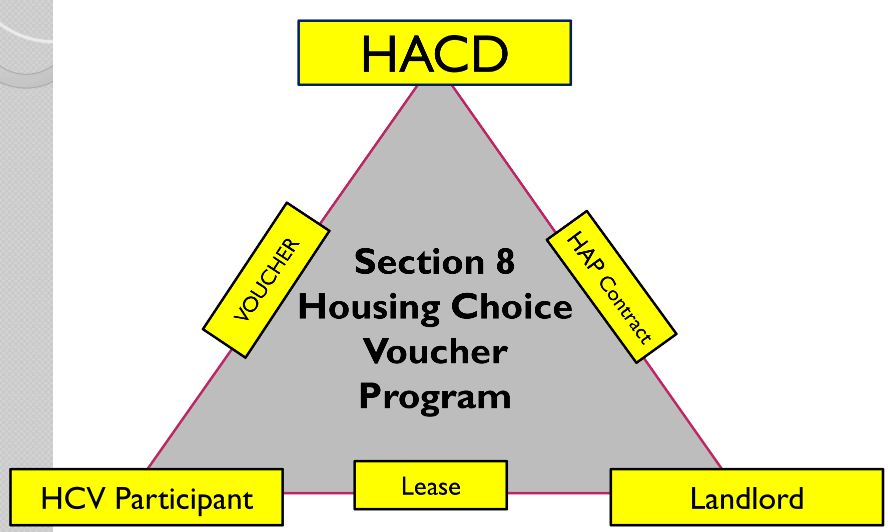
How it Works



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You will be Responsible for:

- Searching for housing
- Paying your security deposit
- Paying your portion of the rent to the owner
- Complying with the terms of your lease
- Reporting needed repairs to the owner
- Cooperate with annual inspection and recertification
- Keep appointments with HACD

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You will be Responsible for:

- Adhering to the HCV Family Obligations
- Report income changes within10 business days in writing to HACD
- Grounds for Termination
- Certification of Receipt of Documents
  - Sign & Return

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HACD will be Responsible for:

- Determine program eligibility
- Establishing your portion of the rent, which is based on 30 - 40% of your adjusted gross income.
- Inspect and approve your unit for condition and affordability, before you move in & annually
- Annually review income and family size
- Issue HAP to the landlord

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Landlord will be Responsible for:

- Comply with HUD/PHA requirements
- Screen and select tenants
  - HACD only determines program eligibility
- Maintains property in compliance with Housing Quality Standards (HQS)
- Enforce the lease

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HUD Mandatory Information

- EIV – Enterprise Income Verification
- Tenancy Addendum HUD-52641
- HACD Discrimination Complaint Form
- Housing Discrimination
- Violence Against Women Act VAWA
- Fair Housing – prohibits discrimination in housing based on
  - Race or Color
  - National origin
  - Religion
  - Sex
  - Familial status
  - Handicap
  - Source of Income (Effective 1/1/2023)

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HUD Mandatory Information

- A Good Place to Live – The *must haves*

standards are very basic items every apartment must have in order to pass the HQS inspection

  - Infestation

- Lead Based Paint

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HUD Mandatory Information

- Issued with 60 days to find unit
- Extensions – Must be requested in writing within 5 business days of voucher expiration date
- Must provide proof of extenuating circumstance i.e. Housing Search Log

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Security Deposit Assistance Application

- Security Deposit Assistance Application
  - Preference Point based award
  - One time gift during participation
  - Amount requested NOT guaranteed – you are still responsible for your entire security deposit if no funds awarded
  - Amount awarded will be paid directly to the landlord
  - At move out amount will be paid to you to use toward your next lease up

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HUD Mandatory Information

- Subsidy Standards– policy used to determine the family voucher size
- Payment Standards - includes rent and an estimate of utility cost for the unit size.

Voucher Size	Eff. Dec. 1st, 2025
0 Bedroom	$1,041
1 Bedroom	$1,150
2 Bedroom	$1,510
3 Bedroom	$2,007
4 Bedroom	$2,423
5 Bedroom	$2,786
6 Bedroom	$3,149

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HUD Mandatory Information

- Estimated Contract Rent & Utilities
- Payment Standards Dec 2025
- Exceptions to Subsidy Standards & Reasonable Accommodations
  - The family must request any exception to the subsidy or payment standards in writing.

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Where to look for Housing

The HACD jurisdiction for housing choice voucher includes the following areas:

- Clare
- Cortland
- DeKalb **
- Elva
- Esmond
- Fairdale
- Genoa
- Hinckley
- Kingston
- Lee (some areas)
- Kirkland
- Maple Park (some areas)
- Malta
- Sandwich (some areas)
- Shabbona
- Somonauk
- Sycamore **
- Waterman

You can search for housing in any of these cities.

** Cities with bus service

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Where to look for Housing

- HCV Apartment Resources
- Opportunity Atlas
- AffordableHousing.com
- Check local newspapers
  - Daily Chronicle
  - Midweek
  - Northern Star
- How to Avoid Rental Scams

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Where to look for Housing

- Portability – can take your voucher to another jurisdiction
  - Request must be done in writing
  - If you go portable you will be subject to the program rules and regulations of the housing authority you port your voucher to:
    - Payment standards
    - Subsidy standards
    - Determination of income eligibility
    - Rescreening of your family's criminal or credit background per their policy

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Additional Resources

- Local and General Information
- Social Service Organizations
  - AID – Association for Individual Development
  - Family Service Agency - Community Action Program
  - Elder Care Services
  - Northwestern Medicine Ben Gordon Center
  - Safe Passage
  - Hope Haven
- Information on Schools in DeKalb County
  - Greatschools.org
  - Illiniosreportcard.com

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What's Next

1. Search for a Unit or Request to go Portable
   - Your voucher allows you to search for a unit for 60 days.
2. Found a unit have the Landlord complete the Request For Tenancy Approval or RFTA
   - DO NOT sign a lease until the unit is approved for affordability and preferable wait until the unit has passed our inspection.
3. Return the completed RFTA packet to HACD
   - It is YOUR responsibility to make sure the RFTA is returned to HACD prior to the expiration date on your voucher!

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What's Next

4. HACD will calculate the rent and make sure the unit is affordable
   - HACD will contact you with your estimated tenant rent portion and get your approval before moving forward with the process.
5. HACD will contact the landlord to set-up HQS inspection
   - Inspections are only done on Thursdays except for the final Thursday in a month.
   - You are not required to be at this initial inspection unless you are leasing in place.
6. HACD uses a 3rd party to complete inspections
   - Inspector will carry a badge to identify themselves.
   - May have an additional quality inspection.

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What's Next

7. After inspection is completed, HACD will contact you to let you know if the unit passed/failed the inspection
   - Passed inspection: you will set-up a meeting with the landlord to sign the lease and obtain keys. HACD will complete the move-in process.
   - **DON'T sign** the **lease** until you have the **OK** from **HACD**
   - Failed inspection: The landlord will need to schedule the unit for a reinspection.
8. HACD begins housing assistance payments for leases starting on the first of the month only
   - Mid-month lease-ups are will not be approved.

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Currently in a Subsidized Unit

- Check with your current landlord to find out how much notice they require prior to moving and complete an intent to vacate form.
- Return a copy of the completed intent to vacate form to HACD.
- You must move from your current subsidized unit AND return the keys on the last day of the month prior to HCV assistance. You cannot receive HCV rental assistance at the same time you are residing in your current subsidized unit.

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Request for Tenancy Approval (RFTA)

The RFTA packet contains documents that need to be completed by the participant and the property owner **before we can inspect the unit you have selected.**

The packet contains the following documents:

- Instructions for completing the Request for Tenancy Approval packet
- Owner and participant to complete packet
- Lead-based paint disclosure
- Who is responsible for payment of utilities

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How Much will My Rent Be

- Applicant Family Information
  - Income, Assets & Allowances
  - P – can port immediately
  - SH – currently living in subsidized housing

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How Much will My Rent Be

- Rent Information
- RFTA
- Utility Allowance worksheet
- Rent Calculation

- **You can choose a unit that is a higher bedroom size than your voucher, but gross price (rent + utilities) must be under your voucher size payment standard.
- Example: you have a 1-bedroom voucher
 (max pay standard = $1,150)
- You find a 2-bedroom unit (Rent = $900, Utilities = $150, Gross = $1,050).
- Price of 2-bedroom unit is under 1-bedroom payment standard & should be approved to rent.

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Five To Know Before You Go

1. **Report All Changes** – *including but not limited to: home business/cash income i.e. nails, hair braiding, PA childcare etc., increase/decrease of income, child support, change employment, job loss, addition/removal of family member, income is not always monetary any help from sources outside the household must be reported*
2. **Family Obligations** - *are not a suggestion, they are the rules & everyone must follow them*
3. **Communication is Key** - *Check your email & update your mailing address. I didn't get it or I didn't know, will not be acceptable excuses for non-compliance*
4. **Lease** – *abide by the terms of your lease & always pay your tenant rent portion*
5. **It didn't happen unless you did it in WRITING!**

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We hope the Housing Choice Voucher program will be a great benefit to you and your family and that your experience with us will be a pleasant one.

HOUSING AUTHORITY of the County of DeKalb

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Fax: 815-758-4190
www.dekcohousing.com

HCV FAMILY OBLIGATIONS

PLEASE READ CAREFULLY

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

Unless otherwise noted below, when family obligations require the family to respond to a request or notify the PHA of a change, notifying the PHA of the request or change within 10 business days is considered prompt notice.

When a family is required to provide notice to the PHA, **the notice must be in writing.**

1) The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
   a) **PHA Policy**: Tenants must report when the tenant or any member of the tenant's household has an income or income source change at any time during the year. The report to HACD must be made in writing no later than 10 days following such change. A phone call or message will not satisfy this requirement. Changes can include, but are not limited to, any family member who gets a job or changes jobs, goes on or off welfare, goes from part-time work to full-time work, goes on or off unemployment benefits or Social Security benefits, or adds or changes any other source of income
3) The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4) Any information supplied by the family must be true and complete.
5) The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
   a) **PHA Policy:** Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.
6) The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of the HCV Administrative plan.
7) The family must not commit any serious or repeated violation of the lease.
   a) **PHA Policy**: The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict, police reports, affidavits from the owner, neighbors, or other credible parties with direct knowledge.
      i) *Serious and repeated lease violations* will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated lease violations by the victim [24 CFR 5.2005(c)(1)].
8) The family must notify the PHA and the owner before moving out of the unit or terminating the lease.
   a) **PHA Policy**: The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.
9) The family must promptly give the PHA a copy of any owner eviction notice.
10) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

11) The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

    a) **PHA Policy**: The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

        i) The PHA will consider any person not included on the family summary or personal declaration form that has been in the unit more than 30 consecutive days or nights, or a total of 90 cumulative days or nights in any 12-month period will be considered to be living in the unit as an unauthorized household member. Any person who uses the assisted unit's address as his/her address or spends 30% or more of his/her time in a 24-hour period on an ongoing consistent basis is considered to be an unauthorized resident of the household. Only those family members listed on the lease and approved by HACD as a member of the household may reside in the unit. Any other arrangement is unauthorized by HACD.

12) The family must promptly notify the PHA in writing if any family member no longer lives in the unit. If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, refer to Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).

13) The family must not sublease the unit, assign the lease, or transfer the unit.

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

14) The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.

15) The family must promptly notify the PHA when the family is absent from the unit.

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

16) The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].

17) The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).

18) Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).

19) Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.

20) Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.

21) An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state, or local housing assistance program.

22) A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

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HCV GROUNDS FOR TERMINATION

PLEASE READ CAREFULLY

HUD regulations specify mandatory and optional grounds for which a PHA can terminate a family's assistance. This document provides information on mandatory and permissible terminations of assistance.

HUD requires the PHA to terminate assistance for certain actions and inactions of the family and when the family no longer requires assistance due to increases in family income. HUD permits the PHA to terminate assistance for certain other actions or inactions of the family. In addition, a family may decide to withdraw from the program and terminate their HCV assistance at any time by notifying the PHA in writing

Family No longer Needs Assistance 24 CFR 982.455

1) As a family's income increases, the amount of the housing assistance payment decreases. If the amount of assistance provided by the PHA is reduced to zero, the family's assistance automatically terminates 180 days after the last HAP payment.
   a) If a family submits a Request for Tenancy Approval to move to a new unit during the 180- day period when no HAP is being paid to the current landlord, the rent and utilities for the new unit must be sufficient to necessitate a housing assistance payment. The PHA will not approve a move to a new unit where no HAP will be paid

Mandatory Termination of Assistance

Eviction 24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)

2) The PHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease.
   a) A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.
   b) If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases, the PHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures.
   c) *Serious and repeated lease violations* will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

3) The PHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a regular or interim reexamination.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

4) The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2018-24]

5) The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number

Methamphetamine Manufacture or Production [24 CFR 983.553(b)(1)(ii)]

6) The PHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

Lifetime Registered Sex Offenders [Notice PIH 2012-28]

7) Should a PHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

Death of the Sole Family Member [24 CFR 982.311(d) and Notice PIH 2010-9]

8) The PHA must immediately terminate program assistance for deceased single member households.

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HCV GROUNDS FOR TERMINATION

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Mandatory Polices & Other Authorized Reasons for Termination *[24 CFR 982.553(b) and 982.551(l)]*

HUD requires the PHA to establish policies that permit the PHA to terminate assistance if the PHA determines that:

9) Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents

10) Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

11) Any household member has violated the family's obligation not to engage in any drug-related criminal activity

12) Any household member has violated the family's obligation not to engage in violent criminal activity

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), 24 CFR 5.2005 (c)]

The PHA **will** terminate a family's assistance if:

13) The family has failed to comply with any family obligations under the program.

14) Any family member has been evicted from federally assisted housing in the last five years.

15) Any PHA has ever terminated assistance under the program for any member of the family.

16) Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

17) The family currently owes rent or other amounts to any PHA in connection with Section 8, public housing, or any other federally sponsored housing programs.

18) The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

19) The family has breached the terms of a repayment agreement entered with the PHA.

20) A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.
    a) *Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
    b) *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Family Absence from the Unit [24 CFR 982.312]
If the family is absent from the unit for more than 180 consecutive calendar days, the family's assistance will be terminated.

Insufficient Funding [24 CFR 982.454]
The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

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HCV GROUNDS FOR TERMINATION

PLEASE READ CAREFULLY

Informal Hearings for HCV Participants

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

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

Circumstances for which an informal hearing is **<u>not</u>** required are as follows:

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

    a) **<u>PHA Policy</u>**: The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

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Notice to the Family **[24 CFR 982.555(c)]**
When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

15) A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.
16) The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.
17) The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.
18) If the family does not appear at the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery **[24 CFR 982.555(e)]**

19) Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing.

    i) **PHA Policy**: The family will be allowed to copy any documents related to the hearing at a cost of $.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

    ii) The PHA must be given an opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the PHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel **[24 CFR 982.555(e)(3)]**
At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer **[24 CFR 982.555(e)(4)]**
Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision. Hearings may be attended by a hearing officer and the following applicable persons:
- A PHA representative and any witnesses for the PHA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- Any other person approved by the PHA as a reasonable accommodation for a person with a disability

Evidence **[24 CFR 982.555(e)(5)]**
The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Hearing Officer's Decision **[24 CFR 982.555(e)(6)]**
The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

310 N. Sixth Street
DeKalb, IL 60115
Phone: 815-758-2692
Fax: 815-758-4190
www.dekcohousing.com

INTERIM REPORTING
Income & Household Changes

Family circumstances may change between annual reexaminations. This is called an interim change. Those changes must be reported to HACD. When the household income changes or when household members change you must report it to HACD, in writing within 10 business days. **For Interim changes HACD must recalculate the family share of the rent and the subsidy amount and notify the family and owner of the changes [24 CFR 982.516(d)(2)].**

- Changes must be made in writing
- Changes must include the proper verifiable documentation
  - **Income**: Change of Income Form
  - **Household Composition**: Family Summary Sheet or Addition/Removal of Household
- Changes must be reported within 10 business days of the change taking effect.

Income Changes

1) For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period.
2) If the family has reported **zero income**, an interim reexamination will be conducted every 6 months. Such families will be required to *maintain all receipts for any expenses* (e.g., food and clothing, utility bills) for *the most recent three months*. This amount, excluding any food stamps or HACD Utility Allowance payments, will be annualized to determine annual income.
   a) If a family reports that it does not have an income, all adult members will be required to sign a no income affidavit and answer all questions on a zero-income questionnaire.
   b) Zero income families may be subject to a credit check.
3) If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
4) If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, HACD will conduct an interim reexamination.
5) HACD may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.
6) HACD shall conduct interim reexaminations to increase rent when families report an increase in gross income greater than $100 per month.
7) HACD will conduct interim reexaminations **when families have a decrease in income, which is expected to last at least a minimum of 30 days**.
8) Generally, the family will not be required to attend a meeting for an interim reexamination.

Household Member/Family Composition Changes

9) If a household member ceases to reside in the unit (moves out), the family must inform HACD.
10) This requirement applies to a family member who has been considered *temporarily* absent at the point that the family concludes the individual is *permanently* absent.
11) If a live-in aide, foster child, or foster adult ceases to reside in the unit.
12) No additional people can be added to a household without express permission from HACD.

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If the family share of the rent is to *increase*:

13) The increase generally will be effective on the first of the month following 30 days' notice to the family.

If the family share of the rent is to *decrease*:

14) The decrease will be effective on the first day of the month following the month in which the change was reported, provided the change was reported in writing by the family by the 20th day of the month, **and** all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will not be made retroactive.

    EXAMPLE: A decrease of income is reported in writing by the family and is verified by the HACD prior to December 20. The family's share of rent will be adjusted with a January 1 effective date.

    Changes reported in writing after the 20th of the month will not be effective until the first day of the second month after the change is reported.

    EXAMPLE: A decrease of income is reported in writing by the family on December 25 and verified by the HACD. The family's share of rent will be adjusted with a February 1 effective date.

Failure to Report

15) If a family fails to report an increase in income within the required time frames or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective. **The family will be responsible for any overpaid subsidy.**
16) Families may be offered a repayment agreement.
17) Families will not be offered a repayment agreement in lieu of termination if they are currently making payments on a repayment agreement already in effect at the time a new instance of unreported income is documented.
18) Once a repayment agreement is executed, participants are not eligible to move until the debt is paid in full.
19) Families are limited to a total of two repayment agreements during the duration of their participation in the HCV Program.

> It is imperative to ***your*** program success that you understand and abide by these policies. Key factors of the Housing Choice Voucher Program are household income and family size. Program participants are held solely responsible for communicating this information in writing, and all requested documentation, within 10 business days to HACD.

All family members over the age of 18 are required to certify that they have received and understand their responsibilities of reporting.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)

RHIIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

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

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

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

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

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

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

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

What are my responsibilities?

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

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>*See Certification of Receipt of Documents*</u>

Signature Date

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

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.

DISCRIMINATION COMPLAINT FORM

If you need this document in a different language or LARGER FONT or if you need a reasonable accommodation, please call 815-758-2692 x. 129. Advance notice of seven days is required in order to arrange for interpreter services.

The Housing Authority of the County of DeKalb (HACD) is committed to protecting the integrity of the federal programs it administers. If you have a reason to believe that you have been discriminated against in connection with any of HACD's Programs, report the matter promptly to HACD.

To file a discrimination complaint:

1. Complete the form.
2. You may submit your form via mail, fax, email or you may hand deliver it to:

The Housing Authority of the County of DeKalb
Attn: Discrimination Complaint
310 N. 6th Street
DeKalb IL, 60115
Fax: 815-758-4190

Complainants will be contacted within 10 business days after receipt of a completed complaint form.

DISCRIMINATION COMPLAINT FORM

Complainant Name: ____ **Date:** __________________

Complainant Address: ____

City, State Zip Code : ____

Phone Number: _____________________________ **Email:** ______________________________________

Name of the person(s) who you believe treated you unfairly:

____

Check the box which best describes the person who you believe treated you unfairly:

- ❑ Private Property Owner
- ❑ Private Property Manager
- ❑ HACD Employee
- ❑ Other

What is the alleged basis of the unfair treatment? (check all that apply)

- ❑ Race
- ❑ National Origin
- ❑ Religion
- ❑ Military Status
- ❑ Source of Income
- ❑ Age
- ❑ Disability
- ❑ Sex
- ❑ Retaliation
- ❑ Color
- ❑ Marital/Familial Status
- ❑ Sexual Orientation
- ❑ Victim of Domestic Violence
- ❑ Other ____________________

Please explain how you believe you were treated unfairly:

Where did this treatment occur?

When did the treatment occur? Please provide date(s) and time(s) of occurrence(s)

Why do you believe that you were treated unfairly?

DISCRIMINATION COMPLAINT FORM

Were there any witnesses? Please provide names and contact information.   What type of assistance or resolution are you seeking?

Have you filed this complaint with any other agency? ❑ Yes ❑ No

If yes, with whom did you file? ____

If yes, what date did you file the complaint? ____

Do you have legal representation regarding this issue? ❑ Yes ❑ No

If yes, who is your legal representation?

Name: ______________________________ Phone Number: ____________________________

Fraud and False Statements: Title 18, Section 1001 of the U.S. Code states that a person who knowingly and willingly makes false and fraudulent statements to any department or employee of the United States Government, HUD a Public Housing Authority or a Property Owner may be subject to penalties that include fines and or imprisonment.

Your right to File a Discrimination Complaint: Any Applicant or Participant of housing who believes that he/she has experienced discrimination has a right to file a formal complaint with the federal, state or local agencies listed below (in addition to the one filed with HACD).

Illinois Department of Human Rights	City of DeKalb	U.S. Department of Housing and Urban Development
James R. Thompson Center 100 West Randolph Street, Suite 10-100 Chicago, Illinois 60601 312-814-6200 or TTY 217-785-5125	200 S. 4th Street DeKalb Il, 60115 815-748-2000	Metcalf Federal Building 77 West Jackson Boulevard Chicago, IL 60604 312-353-5680 or TTD 312-261-5944

I swear or affirm that I have read this complaint and that it is true and correct to the best of my knowledge, information and belief. I give permission to each named respondent to release to the Housing Authority of the County of DeKalb any records or other evidence relevant to the allegations in this complaint.

X______________________________	X______________________________	______________
Complainant	Co-Head, Spouse, Domestic Partner, Other Adult	Date

DISCRIMINATION COMPLAINT FORM

OFFICE USE ONLY

Received Date: ______________________ Contacted Complainant Date: ______________________________

Investigative Notes:

Internal Resolution: ❑ Yes ❑ No

Report Housing Discrimination

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

QUESTION 1

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

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

- [ ] Because of race
- [ ] Because of color
- [ ] Because of religion
- [ ] Because of national origin (including limited English proficiency)
- [ ] Because of disability
- [ ] Because of sex
- [ ] Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- [ ] Retaliation, intimidation, or interference related to exercising a fair housing right (such as filing a complaint) or helping others to do so
- [ ] Other reason (explain below)

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

An official form of the United States Government
OMB Control #: 2529-0011
Expiration Date: **09/30/2025**

QUESTION 2

Who discriminated against you?

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

First name (or business name):

Last name:

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

Address:

Business name or job title:

Phone number 1: Phone number 2:

Email address:

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

Street address: Apt. or unit:

City: State: ZIP:

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

QUESTION 3

Where did the discrimination happen?

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

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

Street address: Apt or unit:

City: State: ZIP:

QUESTION 4

When did the discrimination happen?

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

Date(s) of discrimination:

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

QUESTION 5

What happened?

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

What happened?:

NOTE: Continued on next page

What happened? (continued):

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

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

Your name and contact information

First name: Last name:

Phone number: ☐ Cell phone?

Email address(es):

Preferred contact: ☐ Phone ☐ Email ☐ Other

Best time to call: ☐ Morning ☐ Afternoon Preferred language(s):

Street address: Apt. or unit:

City: State: ZIP:

Your mailing address

Street Address: Apt. or unit:

City: State: Zip:

Second Point of Contact

First name: Last name:

Phone number: Email address:

Relationship to you (optional)

☐ Family member or friend

☐ Attorney

☐ Fair housing advocate or representative

☐ Other

An official form of the United States Government
OMB Control #: 2529-0011
Expiration Date: **09/30/2025**

FORM INSTRUCTIONS

Where to mail your claim form

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

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT
Mail:
FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 553
Boston, MA 02222
Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands
Mail:
FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278
Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV
Mail:
FHEO Region 3
The Strawbridge Building
801 Market Street, 12th Floor
Philadelphia, PA 19107
Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN
Mail:
FHEO Region 4
Five Points Plaza
40 Marietta NW St., 16th Floor
Atlanta, GA 30303
Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI
Mail:
FHEO Region 5
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202
Chicago, IL 60604
Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX
Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE
Mail:
FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101
Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY
Mail:
FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202
Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV
Mail:
FHEO Region 9
One Sansome St. Suite 1200
San Francisco, CA 94104
Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA
Mail:
FHEO Region 10
Seattle Federal Office Building
900 First Avenue, Room 205
Seattle, WA 98104
Call (206) 220-5170 for assistance

Paperwork Reduction Act Burden Statement

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

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

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

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

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

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

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

What if I require this information in a language other than English? To read this information in Spanish or another language, you can read translated VAWA forms at: https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4**.** If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

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

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

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

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

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

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

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, please contact your case manager or other housing authority staff. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

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

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

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

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

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

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

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

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

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

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

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

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

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

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting Chicago HUD Field Office. You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- 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 **Safe Passage at 815-756-5228**
- For help regarding sexual assault, or victims of stalking seeking help may contact **Safe Passage at 815-756-5228**

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

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

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

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

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

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

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

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

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

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

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

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact your case manager.

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

1. **Name(s) of victim(s):** ____

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

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

   ____

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

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

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

   ☐ Phone Phone Number: ____

   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address:____

   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address:____

   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other Please List:____

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

   ____
   ____
   ____
   ____
   ____

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

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

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

Dating violence means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

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

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

(1) Fear for the person's individual safety or the safety of others **or**

(2) Suffer substantial emotional distress.

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

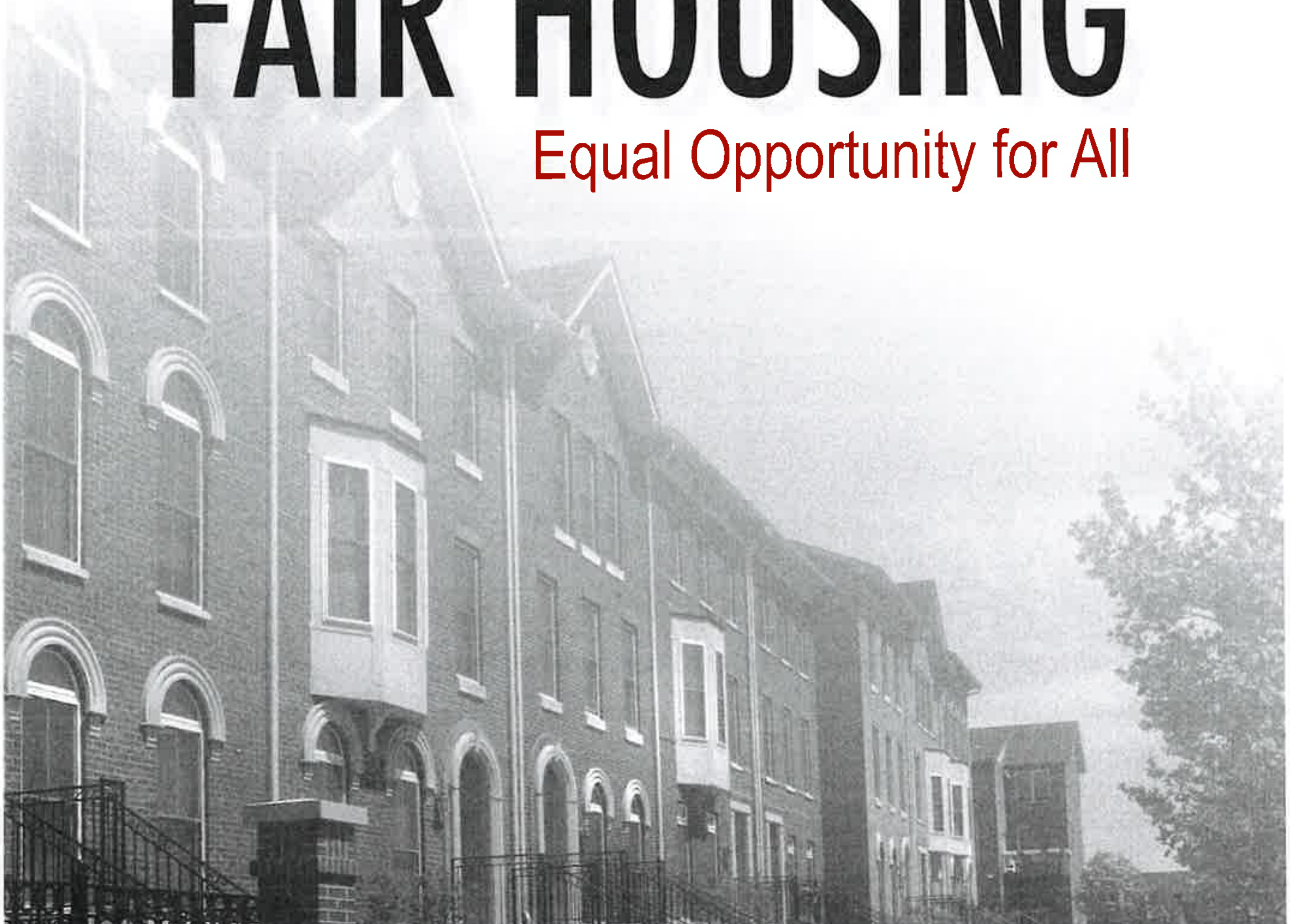
___________________________________ _________________________

Signature **Date**

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

FAIR HOUSING

Equal Opportunity for All



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

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

Fair Housing – Equal Opportunity for All

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

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

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

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

Contents

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

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

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

What Housing is Covered?

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

What is Prohibited?

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

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

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

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

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

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

Additional Protection If You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:

  - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
  - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If You Think your Rights Have Been Violated

What to Tell HUD:

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

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

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

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

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:
NEW YORK REGIONAL OFFICE
(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
*Fax (212) 264-9829 * TTY (212) 264-0927*

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:
PHILADELPHIA REGIONAL OFFICE
(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

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

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

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

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:
FORT WORTH REGIONAL OFFICE
(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:
KANSAS CITY REGIONAL OFFICE

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

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:
DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:
SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

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

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

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

If You Are Disabled: HUD also provides:

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

What Happens When You File A Complaint?

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

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

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

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

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

What Happens If I'm Going to Lose My Housing Through Eviction or Sale?

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

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

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

What Happens After A Complaint Investigation?

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

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

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

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

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

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

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

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

In Addition

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

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

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

Other Tools to Combat Housing Discrimination:

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

For Further Information

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

CONNECT WITH HUD

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

02305

HUD-1686-1-FHEO
2011

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

LGBT Equal Access to HUD Programs

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

EQUAL HOUSING OPPORTUNITY

https://www.hudexchange.info/programs/fair-housing/lgbtqia-fair-housing-toolkit/resources/

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

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

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

EQUAL HOUSING OPPORTUNITY

Safe Passage

No one deserves to be abused.

DeKalb County's Domestic Violence & Sexual Assault Crisis Center

Free & Confidential Survivor Services

24-Hour Hotline Support

Emergency Shelter

Transitional Housing

Counseling

Legal Advocacy

24-Hour Medical Advocacy

Case Management

Prevention Education

Our services are open to *all* regardless of race, ethnicity, sexuality, gender, ability, religion, or immigration status.

Call 24/7: 815-756-5228
Text 24/7: 815-393-1995

sexual orientation
safe zone
gender expression
gender identity

www.safepassagedv.org

SOURCE OF INCOME PROTECTIONS

WHAT RENTERS NEED TO KNOW

Illinois Coalition for Fair Housing

NEW PROTECTIONS

On January 1, 2023, source of income will be a protected class under the Illinois Human Rights Act.

For renters, this means that any legal, verifiable source of income or housing assistance payment, must be treated the same by landlords as employment income.

If you are denied housing or treated unfairly, you can seek legal help.

SOURCE OF INCOME

Source of income is defined as “the lawful manner by which an individual supports himself or herself and his or her dependents.”

Examples:

- Housing Choice Vouchers
- Veteran’s Benefits
- Homeless Prevention Programs
- Supplemental Security Income (SSI)
- Social Security Disability Insurance
- Temporary Assistance To Needy Families (TANF)
- Child Support
- Alimony

UNDER THE NEW LAW, LANDLORDS CANNOT:

- Advertise a preference for a certain type of income. For example, “must have proof of employment.”
- Deny a certain type of income. "No Housing Choice Voucher or Sec. 8."
- Refuse to accept rental subsidies such a Housing Choice Voucher program, or rental assistance.
- Refuse to complete voucher paperwork for assistance programs.
- Treat renters differently based on their source of income. For example, charging different rent amounts, security deposits, or other fees for renters who use housing subsidies.
- Impose different terms, conditions, privileges, or services because of how an individual or household pays for rent

FLIP OVER FOR MORE INFO ...

REPORT DISCRIMINATION IF...

- Proof of employment is needed to process a housing application.
- Your application is rejected/stalled once your source of income is known.
- Different fees/rent are required because of your source of your income.
- A landlord refuses to complete necessary paperwork or participate in an inspection for your rental subsidy to be approved.
- There is a policy requiring that voucher holders earn an income of 2-3 times the TOTAL rent, instead of 2-3 times the portion of rent that the tenant is responsible for.

DETAILS NEEDED:

Collect as much information and record as many details as possible that will help in making a complaint. Make a record of when the incident took place and keep the related ad, email or text in a safe place. Include details like:

- the first and last name of the person you spoke to,
- the time and date of when it happened,
- the address of the housing you are trying to rent,
- and what happened or was said.

WHERE TO GET HELP:

CHICAGO

Access Living (for people with disabilities)
312-640-2106 TTY: 312-640-2102
civilrightsintake@accessliving.org
accessliving.org

Legal Aid Chicago
(serves all of Cook County)
312-423-5909
legalaidchicago.org

Northside Community Resources
773-338-7722 Ext.16
northsidecommunityresources.org

UIC Law Fair Housing Legal Clinic
312-786-2267
law-fairhousingclinic@uic.edu
https://law.uic.edu/fairhousing

OUTSIDE OF CHICAGO

HOPE Fair Housing Center
630-690-6500
hopefair.org

Metropolitan St. Louis Equal Housing & Opportunity Council
314-534-5800
ehocstl.org

Open Communities
847-501-5760
open-communities.org

South Suburban Housing Center
708-957-4674
southsuburbanhousingcenter.org

Prairie State Legal Services Fair Housing Project
855-FHP-PSLS (855-347-7757)
fairhousing@pslegal.org

Major Areas of Unit		Questions to Ask	Yes or No	Repairs Needed
Mechanical Items	Electricity	1. Do all fixtures and outlets work (at least 2 outlets/room or one outlet and one light fixture/room)?		
		2. Is there lighting in the common hallways and porches?		
		3. Are all outlets, light switches and fuse boxes properly covered with no cracks or breaks in the cover plates/doors?		
		4. Are light/electrical fixtures securely fastened without any hanging or exposed wires (anywhere the tenant has access)?		
		5. Have you arranged for all utilities to be on the day of the inspection?		
	HVAC	6. Is there adequate heat in all living spaces?		
Plumbing	Bathroom	7. Is toilet securely fastened with no leaks or gaps? Does it flush properly?		
		8. Sink – Is there hot and cold running water, proper drainage and no leaks?		
		9. Bathtub/shower – Is there hot and cold running water, proper drainage and no leaks?		
		10. Is bathroom vented with either an exterior window or exhaust fan?		
	Kitchen	11. Sink – Is there hot and cold running water, proper drainage and no leaks?		
		12. Stove – Is there a hand-operated gas shut-off valve?		
	Other	13. Does hot water tank work?		
		14. Does hot water tank have an extension pipe?		
		15. Do radiators function with no leaks?		
		16. Is bathroom free of any sewer odor or drainage problem?		
Interior of Unit	Wall Condition	17. Are walls free of air and moisture leaks? Large holes and cracks?		
	Ceiling Condition	18. Are ceilings free of air and moisture leaks? Large holes and cracks?		
	Floor Condition	19. Are the floors free of weak spots or missing floorboards?		
		20. Are floors free of tripping hazards from loose flooring or covering?		
	Cabinetry/ Interior Doors	21. Are cabinets securely fastened to the wall?		
		22. Is there space for food preparation and storage?		
		23. Are all doors securely hung?		
	Security	24. Is there free and clear access to all exits?		
		25. Are there deadbolt locks on entry doors to the unit? Do they open with a key from the outside and a knob/latch from the inside?		
		26. Are entrance and exit solid core doors?		
		27. Do first floor windows and those opening to a stairway, fire escape or landing have locks?		
	Health and Safety	28. Is there at least one battery-operated CO detector present and functioning within 15 feet of every room used for sleeping and every source of carbon monoxide, including furnaces and boilers? **		
		29. Are Smoke Detectors installed in each sleeping area? Installed on walls at least 4” and not more than 12” from ceiling? Installed on ceilings at least 4” from the wall? **		
		30. Is there a working smoke detector on each level of the unit?		
		31. Is unit free of any evidence of insect or rodent infestation?		
		32. Is unit free of any evidence of mold or mildew?		

Housing Quality Standards Self-Inspection Checklist – Page 2 of 2

Major Areas of Unit		Questions to Ask	Yes or No	Repairs Needed
Interior of Unit	Appliances	33. Do all burners on the stovetop ignite, does the oven work and are all knobs present?		
		34. Does refrigerator/freezer cool properly?		
		35. Is refrigerator/freezer large enough for the family occupying the unit?		
Exterior of Unit	Windows	36. Is there at least one exterior window in each bedroom and in the living room?		
		37. Is there at least one exterior window in each bedroom and in the living room?		
		38. Do windows open, close and lock properly?		
		39. Is unit free of any cracked, broken or leaky windows?		
	Other	40. Is roof free of leaks?		
		41. Are gutters firmly attached?		
		42. Are exterior surfaces in a condition to prevent moisture leakage and rodent infestation?		
		43. Is chimney secure? Is flue tightly sealed with no gaps?		
		44. Is foundation sound?		
		45. Are openings around doors and windows weather-tight?		
		46. Are sidewalks free of tripping hazards?		
Common Areas	Stairways: Interior and Exterior	47. Is a handrail present when there are 4 or more consecutive steps?		
		48. Are stairs free of any loose, broken or missing steps?		
		49. Are stairways free of any tripping hazards?		
		50. Are there proper exit signs?		
		51. Are there secure railings on porches, balconies and landings 30" high or higher?		
General		52. Is unit free of debris inside and outside of unit?		
		53. INTERIOR AND EXTERIOR of units rented to families with children under the age of six: is unit free of any chipping, peeling, flaking, chalking or cracking painted surfaces, including windows, window wells, door frames, walls, ceilings, porches, garages, fences or play equipment?		
		54. Are there covered receptacles for disposal of waste?		
		55. Is unit clean and ready for move in?		
		56. Is the elevator certification current?		

***Disclaimer**: The criteria listed above is provided as a generalized checklist to determine if a unit is rent ready for Housing Choice Voucher Program Participants. This checklist is to be used as a guide only – as other items not listed may cause the unit to fail an HQS inspection. In addition, all city, county and state codes must be followed. For multi-unit properties and cooperatives, common areas are the responsibility of the Property Owner/Manager.*

NOTES:

**Smoke detectors and Carbon Monoxide Detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

Electricity
At least two electric outlets, or one outlet and one permanent overhead light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

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

Floor
A floor that is in good condition.

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

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

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

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

Paint

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

You should also think about:

- The types of locks on windows and doors
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

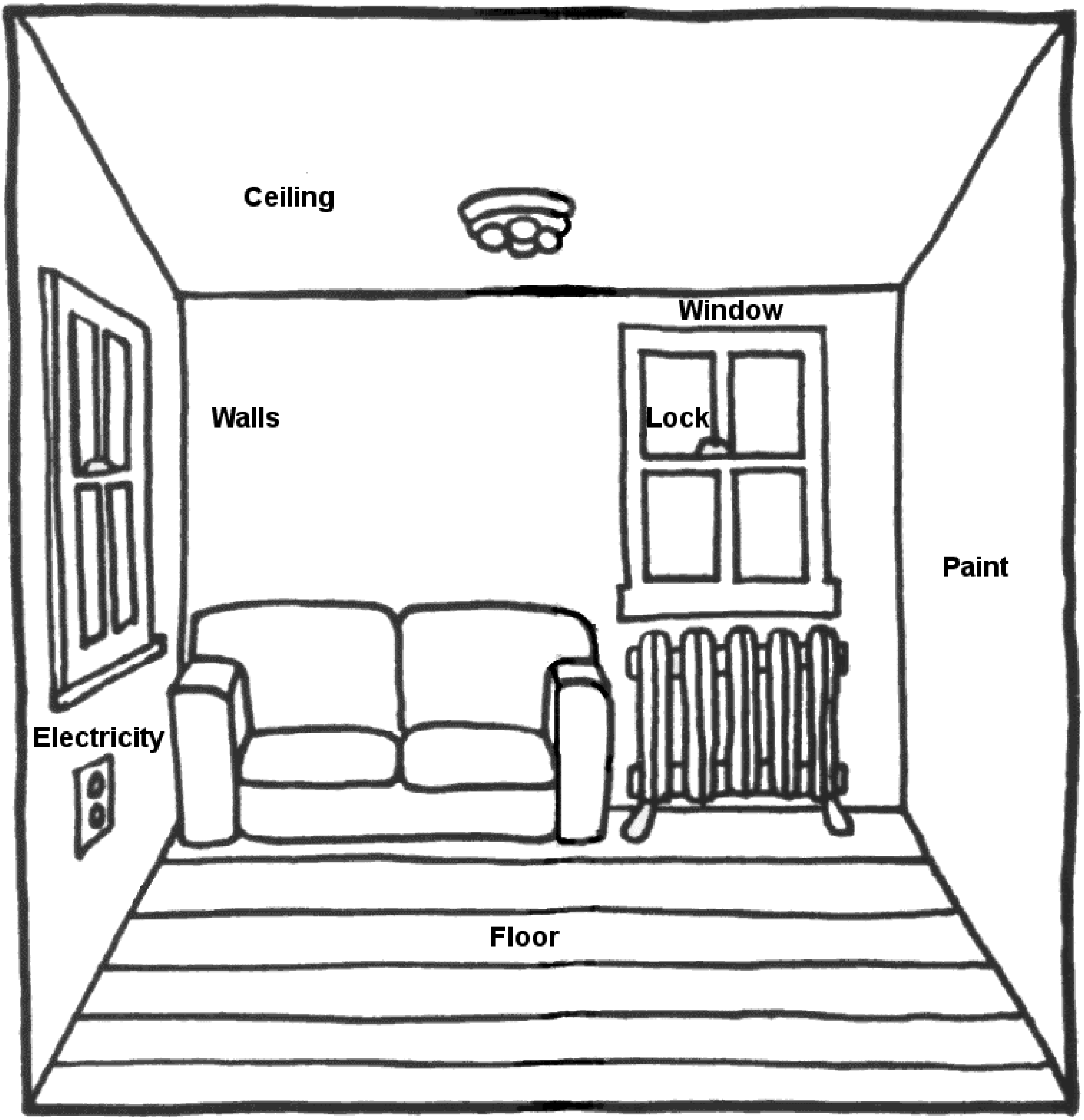
- The condition of the windows.
  -- Are there small cracks in the panes?

- The amount of weatherization around doors and windows.
  -- Are there storm windows?
  -- Is there weather stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floor.
  -- Is it scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Electricity
Floor

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.

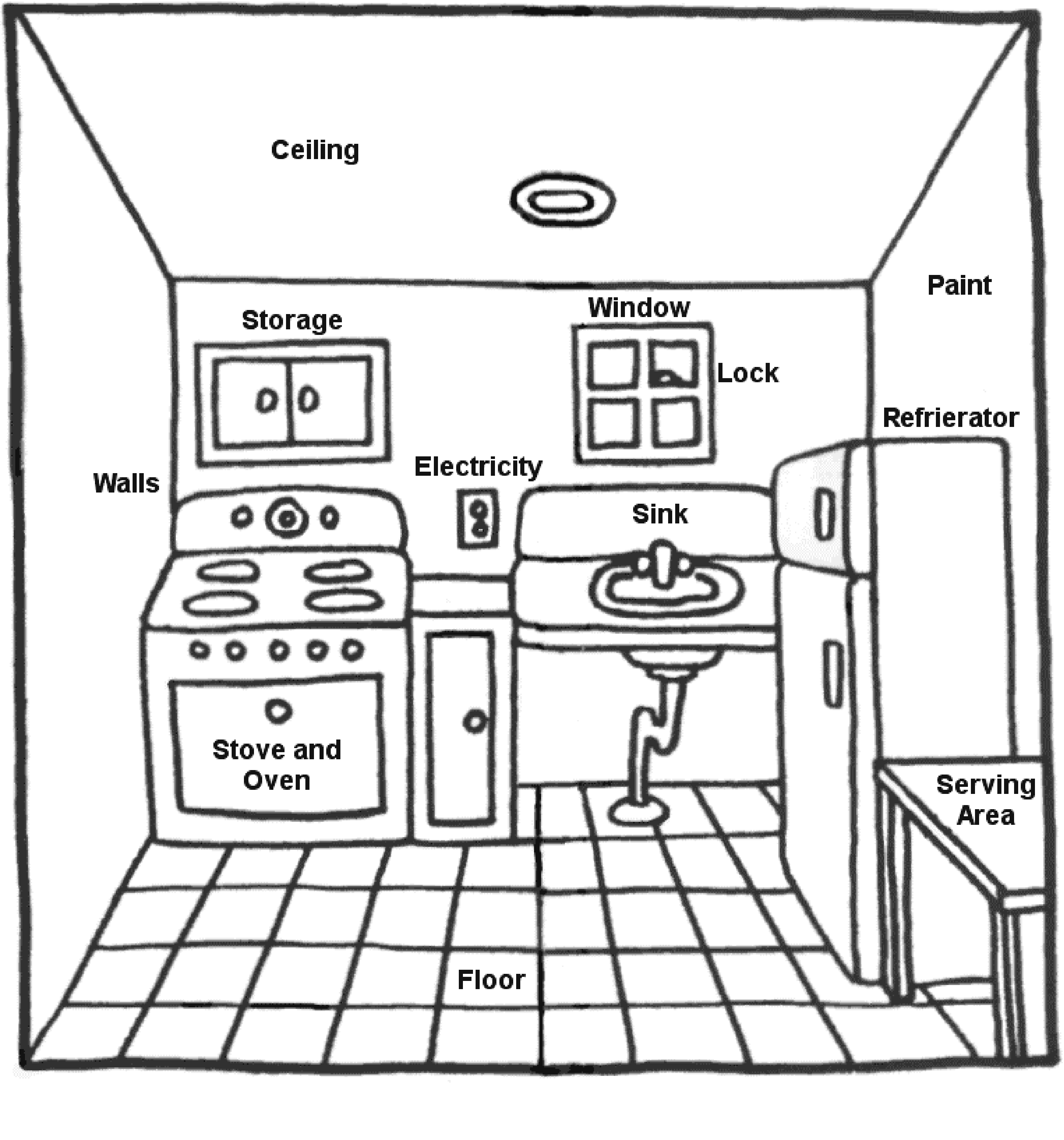
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?

- 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.


Ceiling
Paint
Storage
Window
Lock
Refrierator
Electricity
Walls
Sink
Stove and Oven
Serving Area
Floor

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.

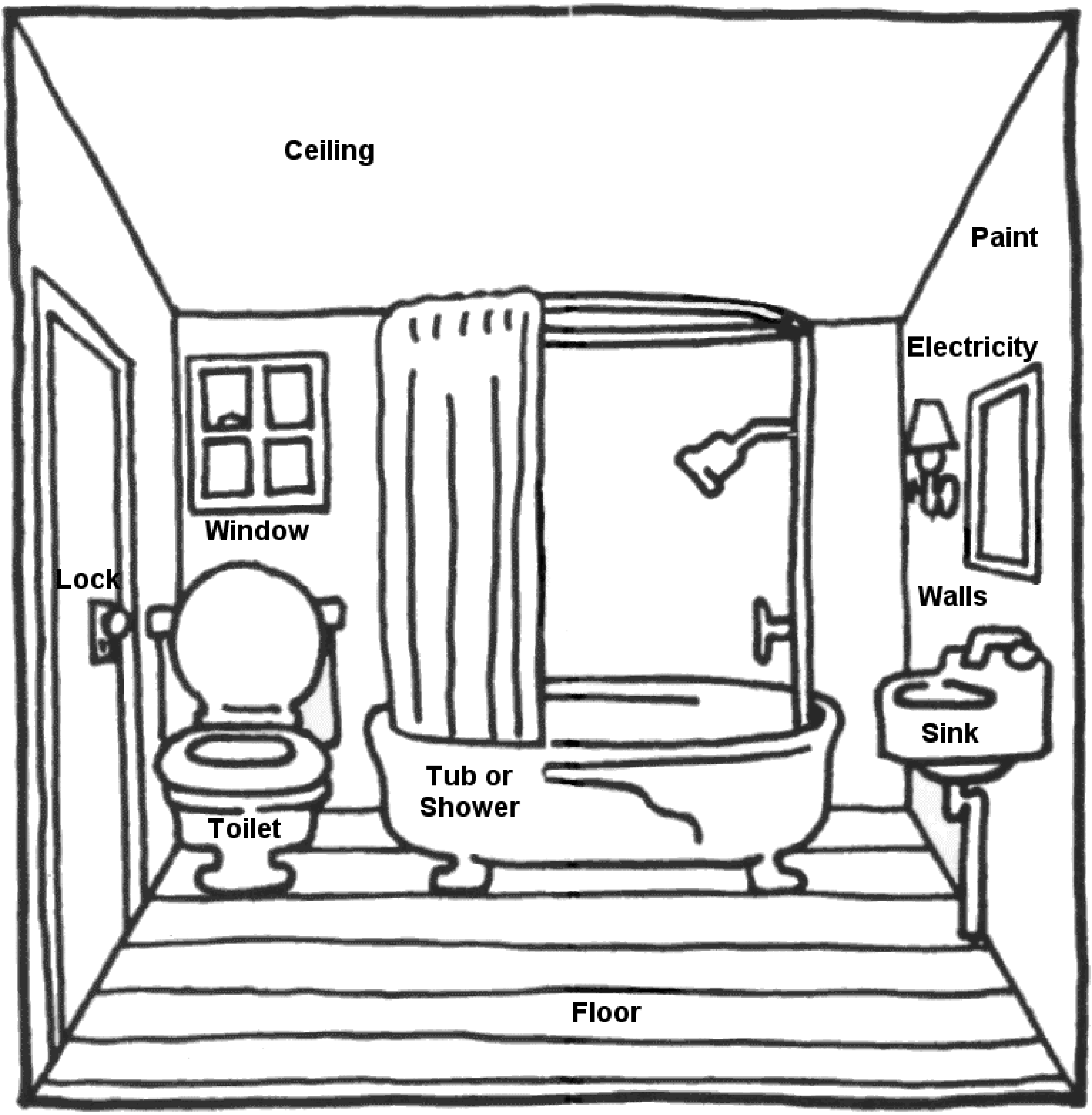
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

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.


Ceiling
Paint
Electricity
Window
Lock
Walls
Sink
Tub or Shower
Toilet
Floor

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?

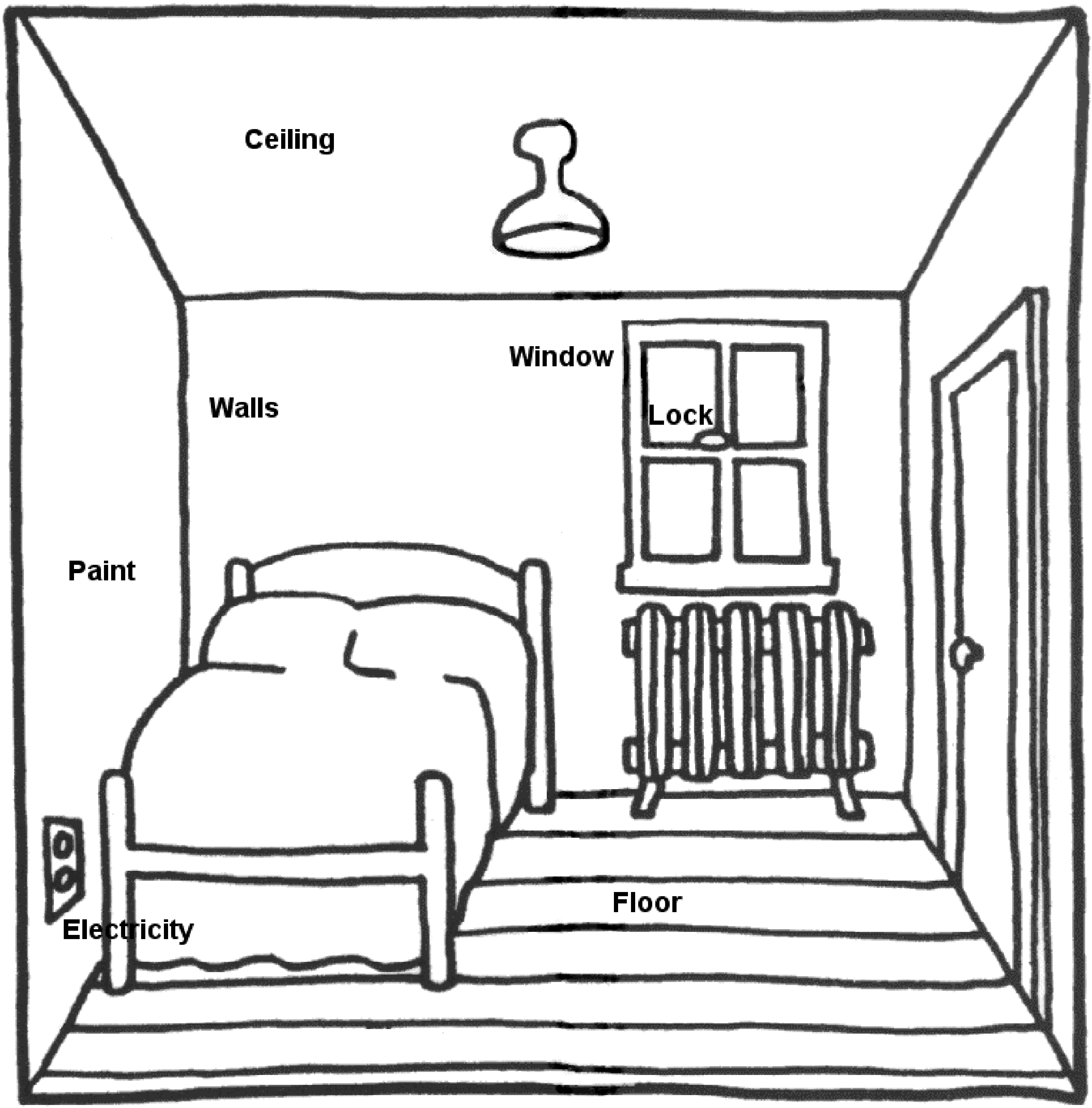
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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?


Ceiling
Window
Walls
Lock
Paint
Floor
Electricity

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 in connected to an approvable public or private sewage disposal system. Ask the manager or owner.

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

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

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

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

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

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

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

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

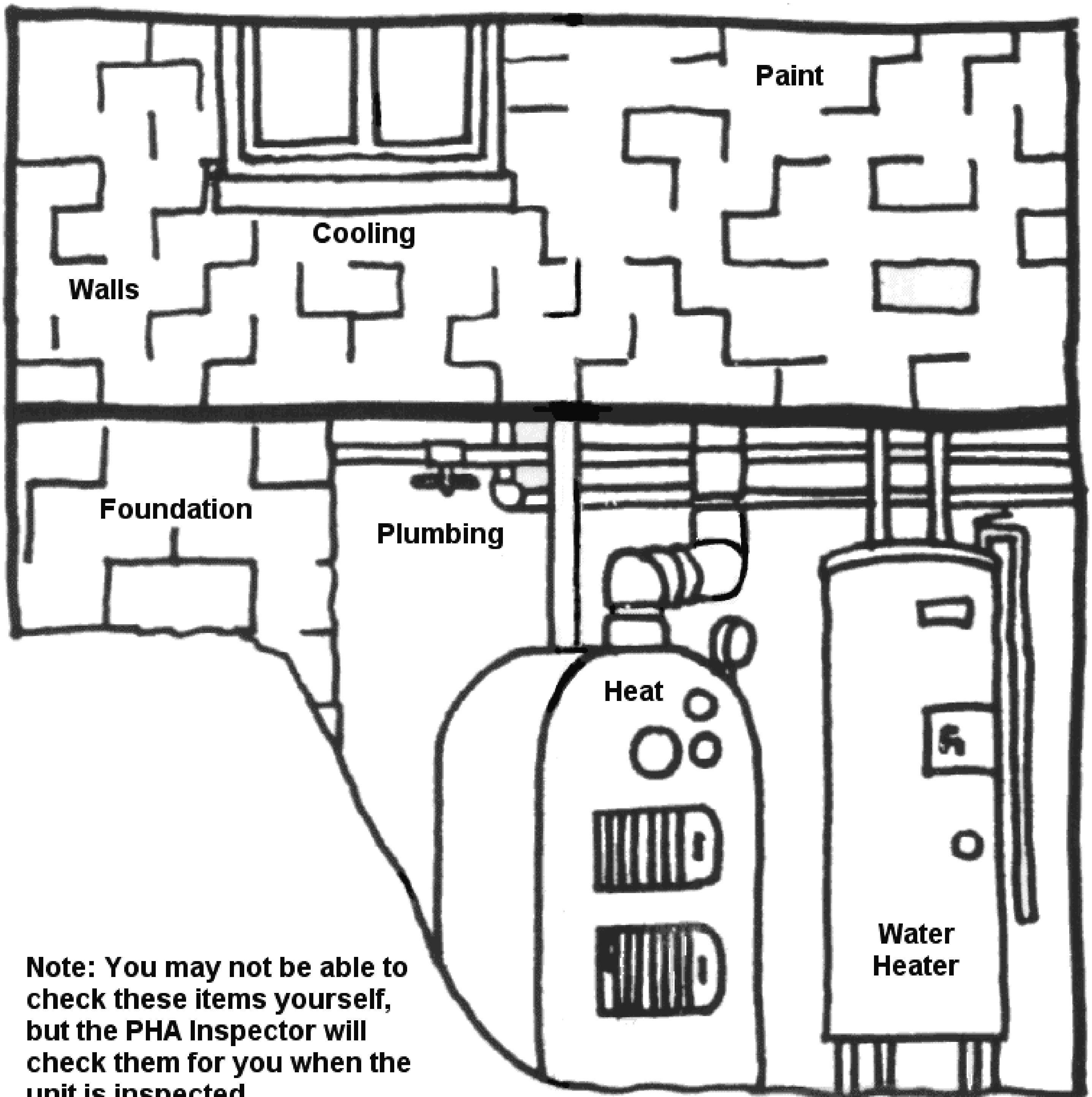
You should also think about:

- How well maintained the apartment is.

- The type of heating equipment.
  --Will it be able to supply enough heat for you in the winter, to all rooms used for living?

- The amount and type of weatherization and its affect on utility costs.
  -- Is there insulation?
  -- Are there storm windows?
  -- Is there weather-stripping around the windows and doors?

- Air circulation or type of cooling equipment (if any).
  -- Will the unit be cool enough for you in the summer?



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

6. Health and Safety

The Building and Site must have:

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

Fire Exits
The building must provide an alternate means of exit in care 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 place 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.

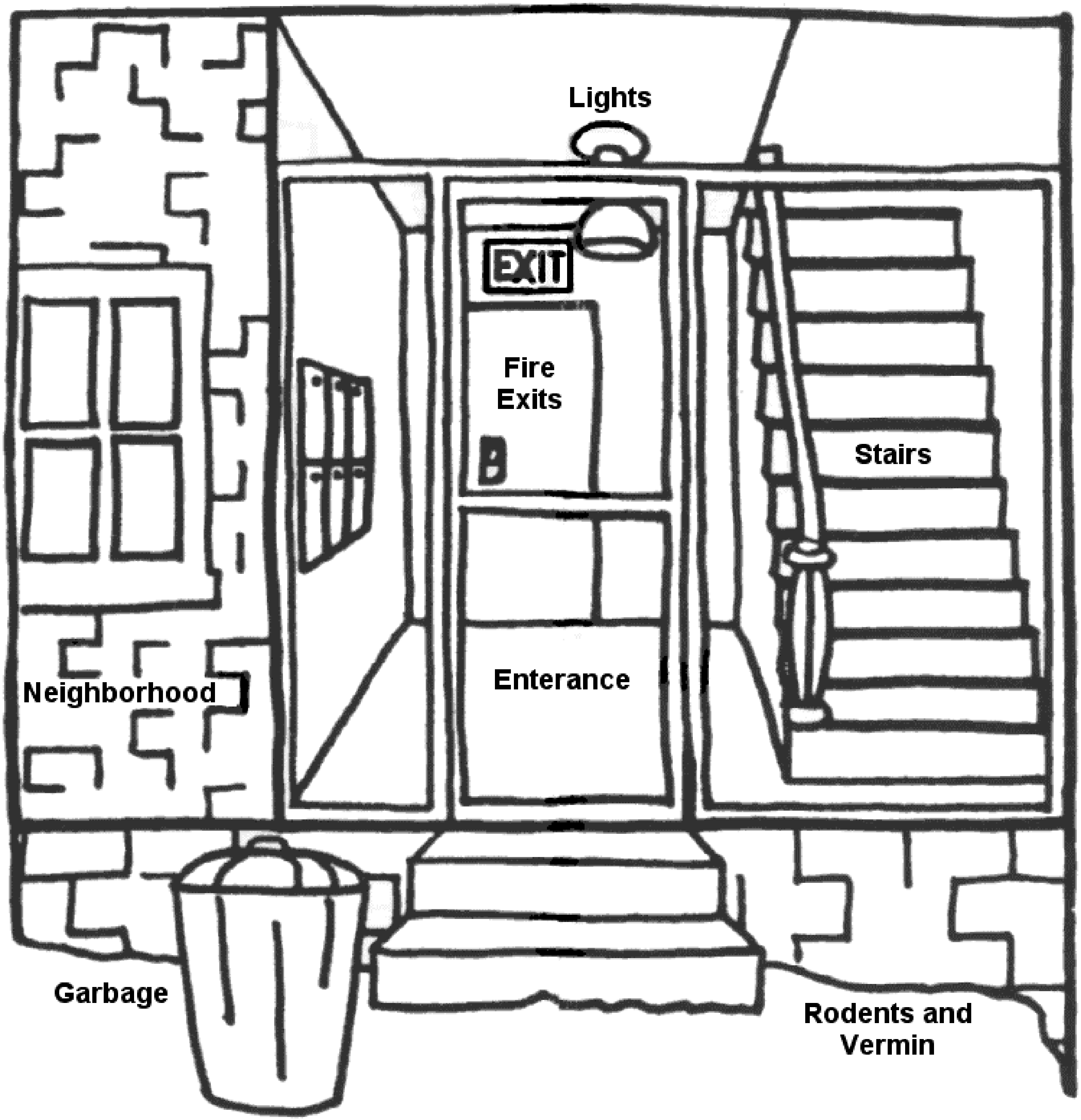
- The presence of screens and storm windows.

- 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 utilizes be affordable and is the unit energy-efficient?

- Be sure to read the lead-based paint brochure give 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 R*equest for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

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

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

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

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.

- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.

- Encourage tenants and owners to maintain units up to standards.

- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.

- Do your part to keep the unit safe and sanitary.

- Cooperate with the owner by informing him or her of any necessary repairs.

- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.

- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.

- Cooperate with the tenant by responding promptly to requests for needed repairs.

- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.

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

January 2026

English

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

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

Read this entire brochure to learn:

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

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair 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).

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 risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

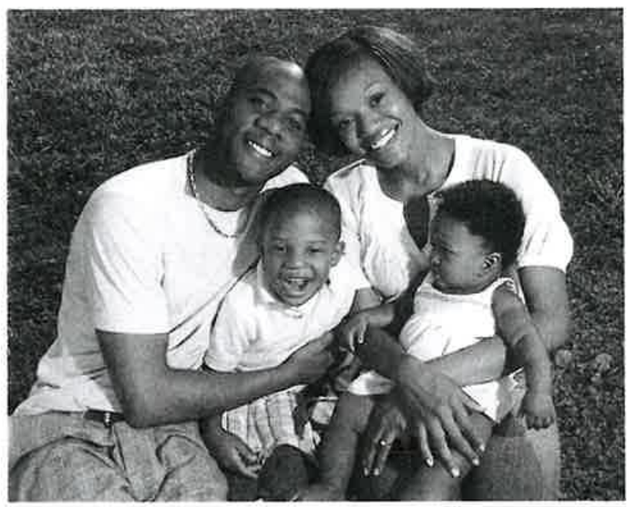
Lead Gets into the Body in Many Ways

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 dust that may contain lead on them.



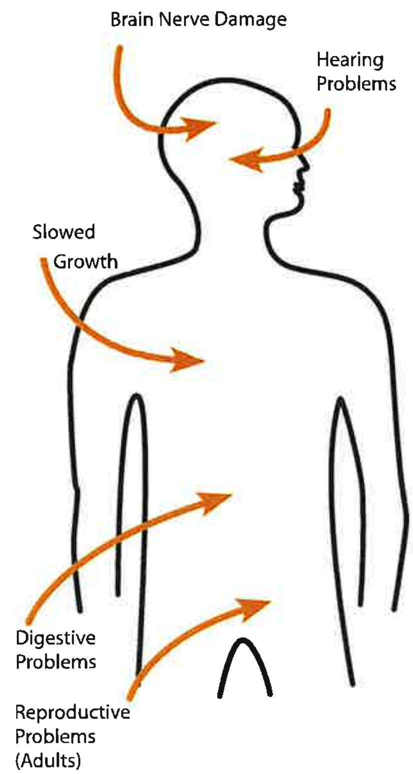
Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can 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.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

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

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

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

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

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

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

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

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

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- 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.

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[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

Lead-based paint is usually not a hazard if it is in good (intact) 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 any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

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 in dust or soil—which you may not be able to see—can both be hazards.

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

Checking Your Home for Lead

Hire a certified lead professional to 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 or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory

- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint 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, if it 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. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

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

- 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
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

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

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- 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-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

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-, Tribal- 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, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

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.
- Hire a certified lead abatement contractor to permanently address lead hazards. 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 set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 40 $\mu g/ft^2$ for interior window sills
- 100 $\mu g/ft^2$ for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

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

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal 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. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

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

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

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

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. 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, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. 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 or varnish. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

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

For More Information

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

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

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 toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties 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, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323].**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

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: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

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

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

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

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

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

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

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

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

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

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

U.S. EPA
U.S. CPSC
U.S. HUD

EPA-747-K-26-001
January 2026

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.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare 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).

310 N. Sixth Street
DeKalb, IL 60115
Phone: 815-758-2692
Fax: 815-758-4190
www.dekcohousing.com

Housing Choice Voucher
Request for Extension to Search

The initial term of a voucher must be at least 60 calendar days. [24 CFR 982.303(a)]. The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the PHA grants an extension. The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted.

All requests for extensions to the voucher term must be made in writing and submitted to the PHA within five (5) business days prior to the expiration date of the voucher.

Please check all that apply:

Is your request for an extension of your voucher:

- ☐ a reasonable accommodation due to a disability? *Provide specific details below*.
- ☐ due to a serious illness or death in the family? *Must provide copy of death certificate or doctors note.*
- ☐ because of other family emergency? *Provide specific details below with valid form of proof.*
- ☐ because of obstacles due to employment*? Provide specific details below.*
- ☐ An RFTA already submitted and NOT approved by the PHA? *Provide specific details below.*
- ☐ family size or other special circumstances make it difficult to find a suitable unit? *Provide specific details below.*
- ☐ Other, be specific: ____

Details: ____

____

____

Print Name:		**Today's Date:**	
Sign Name		**Date Voucher Expires**	
➔ **Office Use Only** ←			
Notes:		☐ **Approved**	☐ **Denied**

If an applicant family's voucher term or extension expires before the PHA has approved a tenancy, the PHA will require the family to reapply for assistance.

310 N. Sixth Street
DeKalb, IL 60115
Phone: 815-758-2692
Fax: 815-758-4190
www.dekcohousing.com

Housing Search Log

60 Days Search time on your Voucher

Name: ______________________________ ***Voucher Expiration***: _____________

This log is very important and documents your search to support your request for an extension of your voucher.

Date of Contact	LL Name & Contact phone #	Address of unit	Date Available	Rent Amount	What Utilities are included	Application Fee Y/N $$	What happened when you tried to rent this unit?

***Note – extensions are not guaranteed, and are granted on a case-by-case basis**

310 N. Sixth Street
DeKalb, IL 60115
Phone: 815-758-2692
Fax: 815-758-4190
www.dekcohousing.com

Housing Search Log
60 Days Search time on your Voucher

***Name**: ______________________________ **Voucher Expiration**: _____________*

This log is very important and documents your search to support your request for an extension of your voucher.

Date of Contact	LL Name & Contact phone #	Address of unit	Date Available	Rent Amount	What Utilities are included	Application Fee Y/N $$	What happened when you tried to rent this unit?

***Note – extensions are not guaranteed, and are granted on a case-by-case basis**

HCV Maximum Rent Guidelines

THIS IS TO BE USED AS A GUIDELINE OR ESTIMATE ONLY

The Charts below outline maximum rent estimates using
HACD's payment standards effective Dec. 2025 and Oct. 2025 Utility allowance

Number of Bedrooms on Voucher	0/Studio	1	2	3	4	5
HCV Payment Standards	$1,041	$1,150	$1,510	$2,007	$2,423	$2,786

If all utilities are included, **Rent can/may be**:

Bedroom Size	0/Studio	1	2	3	4	5
Maximum Rent Allowed	$1,041	$1,150	$1,510	$2,007	$2,423	$2,786

APARTMENT Rent Estimates for a tenant who only pays for electricity. **Rent can/may be**:

Bedroom Size	0/Studio	1	2	3	4	5
Rent Allowed	$936	$1,031	$1,351	$1,810	$2,189	$2,512

APARTMENT Rent Estimates for a tenant who pays for natural gas and electric. **Rent can/may be**:

Bedroom Size	0/Studio	1	2	3	4	5
Rent Allowed	$925	$1,020	$1,350	$1,818	$2,206	$2,538

TOWNHOUSE Rent Estimates for a tenant who pays for all utilities. **Rent can/may be**:

Bedroom Size	0/Studio	1	2	3	4	5
Rent Allowed	-	-	$1,230	$1,675	$2,040	$2,351

DETACHED HOUSE Rent Estimates for a tenant who pays for all utilities. **Rent can/may be**:

Bedroom Size	0/Studio	1	2	3	4	5
Rent Allowed	-	-	$1,206	$1,643	$2,000	$2,303

The estimated rents for townhomes and detached houses are based on natural gas heat, electric cooking, and water heating for voucher holders to stay within the payment standards. If the unit is all gas, the rent range may be different.

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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

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

Locality/PHA **Housing Authority of the County of DeKalb, IL**		Unit Type: **Apartment**				Date (mm/dd/yyyy) 10/01/2026	
Utility of Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$22.00	$25.00	$29.00	$34.00	$38.00	$43.00
	Bottle Gas	$57.00	$68.00	$78.00	$92.00	$101.00	$115.00
	Electric	$35.00	$42.00	$57.00	$72.00	$87.00	$102.00
	Electric Heat Pump	$32.00	$37.00	$44.00	$49.00	$55.00	$60.00
	Fuel Oil	$123.00	$145.00	$171.00	$198.00	$220.00	$246.00
Cooking	Natural Gas	$2.00	$2.00	$4.00	$5.00	$6.00	$7.00
	Bottle Gas	$6.00	$6.00	$10.00	$14.00	$18.00	$19.00
	Electric	$8.00	$9.00	$13.00	$17.00	$21.00	$25.00
Other Electric		$29.00	$34.00	$48.00	$61.00	$74.00	$88.00
Air Conditioning		$6.00	$7.00	$9.00	$12.00	$14.00	$17.00
Water Heating	Natural Gas	$6.00	$6.00	$10.00	$12.00	$15.00	$18.00
	Bottle Gas	$16.00	$18.00	$25.00	$31.00	$41.00	$49.00
	Electric	$21.00	$24.00	$31.00	$38.00	$44.00	$51.00
	Fuel Oil	$32.00	$38.00	$54.00	$70.00	$86.00	$107.00
Water	***(avg)***	$31.00	$32.00	$40.00	$48.00	$56.00	$63.00
Sewer	***(avg)***	$25.00	$26.00	$34.00	$42.00	$50.00	$58.00
Trash Collection	***(avg)***	$19.00	$19.00	$19.00	$19.00	$19.00	$19.00
Other specify: Electric Charge $15.67		$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
Other specify: Natural Gas Charge $23.44		$23.00	$23.00	$23.00	$23.00	$23.00	$23.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

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

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

Seal of Certified Compliance 2026

adapted from form HUD-52667 (04/2023)

The Nelrod Company 4/2026 Update

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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

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

Locality/PHA **Housing Authority of the County of DeKalb, IL**		Unit Type: **Row House/Townhouse/ Semi-Detached/Duplex**				Date (mm/dd/yyyy) 10/01/2026	
Utility of Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$27.00	$32.00	$37.00	$42.00	$48.00	$53.00
	Bottle Gas	$72.00	$86.00	$99.00	$113.00	$129.00	$140.00
	Electric	$51.00	$60.00	$79.00	$98.00	$116.00	$135.00
	Electric Heat Pump	$38.00	$45.00	$53.00	$60.00	$66.00	$73.00
	Fuel Oil	$155.00	$182.00	$214.00	$246.00	$273.00	$305.00
Cooking	Natural Gas	$2.00	$2.00	$4.00	$5.00	$6.00	$7.00
	Bottle Gas	$6.00	$6.00	$10.00	$14.00	$18.00	$19.00
	Electric	$8.00	$9.00	$13.00	$17.00	$21.00	$25.00
Other Electric		$37.00	$43.00	$60.00	$77.00	$94.00	$111.00
Air Conditioning		$5.00	$7.00	$11.00	$16.00	$20.00	$25.00
Water Heating	Natural Gas	$7.00	$8.00	$12.00	$15.00	$19.00	$22.00
	Bottle Gas	$19.00	$21.00	$31.00	$41.00	$51.00	$60.00
	Electric	$26.00	$30.00	$39.00	$47.00	$55.00	$64.00
	Fuel Oil	$38.00	$48.00	$70.00	$91.00	$107.00	$129.00
Water	***(avg)***	$31.00	$32.00	$40.00	$48.00	$56.00	$63.00
Sewer	***(avg)***	$25.00	$26.00	$34.00	$42.00	$50.00	$58.00
Trash Collection	***(avg)***	$19.00	$19.00	$19.00	$19.00	$19.00	$19.00
Other specify: Electric Charge $15.67		$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
Other specify: Natural Gas Charge $23.44		$23.00	$23.00	$23.00	$23.00	$23.00	$23.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

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

adapted from form HUD-52667
(04/2023)

The Nelrod Company 4/2026 Update

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

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

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

Locality/PHA **Housing Authority of the County of DeKalb, IL**		Unit Type **Detached House/ Manufactured Home/Trailer**				Date (mm/dd/yyyy) 10/01/2026	
Utility of Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$31.00	$36.00	$42.00	$49.00	$55.00	$61.00
	Bottle Gas	$84.00	$95.00	$113.00	$131.00	$146.00	$162.00
	Electric	$91.00	$107.00	$125.00	$144.00	$162.00	$181.00
	Electric Heat Pump	$48.00	$57.00	$68.00	$76.00	$84.00	$93.00
	Fuel Oil	$177.00	$209.00	$246.00	$279.00	$316.00	$354.00
Cooking	Natural Gas	$2.00	$2.00	$4.00	$5.00	$6.00	$7.00
	Bottle Gas	$6.00	$6.00	$10.00	$14.00	$18.00	$19.00
	Electric	$8.00	$10.00	$14.00	$19.00	$23.00	$27.00
Other Electric		$46.00	$54.00	$75.00	$97.00	$118.00	$139.00
Air Conditioning		$5.00	$6.00	$13.00	$20.00	$27.00	$34.00
Water Heating	Natural Gas	$7.00	$8.00	$12.00	$15.00	$19.00	$22.00
	Bottle Gas	$19.00	$21.00	$31.00	$41.00	$51.00	$60.00
	Electric	$28.00	$33.00	$42.00	$51.00	$60.00	$69.00
	Fuel Oil	$38.00	$48.00	$70.00	$91.00	$107.00	$129.00
Water	***(avg)***	$31.00	$32.00	$40.00	$48.00	$56.00	$63.00
Sewer	***(avg)***	$25.00	$26.00	$34.00	$42.00	$50.00	$58.00
Trash Collection	***(avg)***	$19.00	$19.00	$19.00	$19.00	$19.00	$19.00
Other specify: Electric Charge $15.67		$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
Other specify: Natural Gas Charge $23.44		$23.00	$23.00	$23.00	$23.00	$23.00	$23.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

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

adapted from form HUD-52667
(04/2023)

The Nelrod Company 4/2026 Update

Housing Authority of the County of DeKalb
310 North Sixth Street • DeKalb, Illinois 60115
Phone 815.758.2692 • Fax 815.758.4190
www.dekcohousing.com

Notice Of Right To Reasonable Accommodation

If you have a disability and you require some sort of modification to fully access and utilize the housing program or related services, you may request a reasonable accommodation. Modification requests can include:

- An exception to a rule, policy, or procedure
- A change or repair in your unit or some other part of the housing site
- A special type of unit
- A change in the way we communicate with you or give you information

To qualify for a reasonable accommodation, you must

1. Be a person with a disability under the following Federal law definition:
   - A physical or mental impairment that substantially limits one or more of the major life activities
   - A record of such impairment; or
   - Regarded as having such an impairment
2. Make a request for reasonable accommodation
3. Have a qualified physician or other qualified care provider verify that you require the accommodation due to a legally recognized disability and that the change is required for you to have equal access to the housing program

If you qualify for the accommodation and it would not create an undue administrative or financial burden, HACD will make every effort to grant the request or present an alternate accommodation that will still meet the needs of the request.

HACD will provide a written decision to you in a reasonable time frame. If no additional information is needed and verification is not pending, a response should be sent to you within 10 business days.

The written decision will include details on the request if approved, or an explanation for denial of the request, as well as details on requesting an informal review to have the decision reviewed.

You may pick up a Reasonable Accommodation Request Form at our offices, on our website at www.dekcohousing.com or request that one be mailed to you. You may initiate communication regarding an accommodation request by other means.

For Lease Violation or Eviction:

If your housing assistance is in jeopardy due to eviction proceedings or a lease violation resulting from your disability, you can request a reasonable accommodation that would enable you to meet the terms of the lease. Contact our office at (815) 758-2692.

Falsification of Reasonable Accommodation Requests

Falsifying information constitutes program fraud under 24 CFR § 982.551(k) and may result in denial or termination of benefits.

Esta nota es muy importante. Si usted no comprende esta nota porque es escrito en inglés, por favor llame al (815) 758-2692 inmediatamente para assistencia.

REQUEST FOR A REASONABLE ACCOMMODATION

(1) The individual or family member should complete the form in its entirety and return it to the 504 coordinator or HACD's central office.

(2) Once the completed form is received, the third-party professional (such as a physician, psychiatrist, physician's assistant and/or licensed nurse practitioner) provided below will be sent a verification packet to complete, likely via fax. The third-party professional ***must*** complete the verification packet in its entirety and return to HACD in a timely manner.

(3) All requests will be responded to once either the completed verification has been received or the appropriate amount of time has passed for the provider to respond. If a request is denied, information will be provided on the right to grieve the denial.

For Applicant/Participant to Complete (Release of Information):

Applicant/Participant: ______________________________ Date of Birth: ______________
(Print the name of the person with the disability)

I currently reside at: ____
(Print patient's full address)

My phone # ______________________ Head of Household: ______________________

I authorize __________________________ to release information to the 504 Coordinator to verify my disability
(Name of professional/organization/doctor)
and the need for an accommodation.

SPECIAL ACCOMMODATIONS NEEDED:

Please list the accommodation requested below and be as specific as possible:

____
____
____

Physician's Contact Information:

Name of Practice: __________________________
Providers Name: __________________________
Mailing Address City State: ____
Phone # __________________________ Fax # __________________________
Email: __________________________

Applicant/Participant/Guardian (signature) ____________________________ **Date:** _______

**If this is for a child with disabilities please print Guardian's name:* ________________________
and Guardian should sign above.

If you are in need of additional assistance or an alternate means of reviewing and understanding this process, please contact the 504 coordinator at admissions@dekcohousing.com or *815-758-2692 x129/x128*

Housing Choice Voucher Apartment Resources

- **The list below is not a comprehensive list. There are many other rental opportunities in Dekalb County.**
- Always remember to be mindful of application fees and what you are signing or committing too.

Property	Unit Sizes	Details
Amber Manor 807 West Ridge Drive Dekalb, IL 60115 (815) 991-4743 Email: ambermanormgr@elmingtonpm.com https://www.liveatambermanor.com/	Studio – 0 1 Bedroom 2 Bedroom 3 Bedroom	Pet friendly with restrictions and deposit/fee. Complex features 24-hour fitness center, 2 playgrounds, and indoor pool.
Barb City Manor 680 Haish Blvd. Dekalb, IL 60115 815-756-8444 https://barbcitymanor.org/	Studio – 0 1 Bedroom	**Retirement Community for Seniors** Amenities for supported living available
Briarwood Apartments 3345 Resource Parkway Dekalb, IL 60115 815-758-2960 Email: njohnson@dekcohousing.com http://dekcohousing.com/find-housing/briarwood-apartments/	1 Bedroom 2 Bedroom 3 Bedroom	This property owned and managed by the Housing Authority. Pet Friendly with restrictions and deposit. Applications available online or at our offices.
CLA/815 Properties 943 Lucinda Ave. Suite #A5 Dekalb, IL 60115 815-748-4000 Email: Info@claapartments.com www.claapartments.com	Studio – 0 1 Bedroom 2 Bedroom 3 Bedroom 4 Bedroom	
Cortland Estates 230 W. McMillan Court Cortland, IL 60112 883-837-7969 http://www.cortland-apts.com/	2 Bedroom 3 Bedroom	
Eden's 1 – Meadowlark Townhomes 2211 Williams Way Dekalb, IL 60115 (779) 777-7254 https://www.meadowlarktownhomes.com/	2 Bedroom 3 Bedroom 4 Bedroom	Townhome style units offering garages, patios, and back yard space.
Garden Estates Townhomes 2355 Williams Way Dekalb, IL 60115 815-758-8045 Email: gardenestatetownhomes@gmail.com https://www.gardenestatehomes.com/	2 Bedroom 3 Bedroom 4 Bedroom	Townhome style units offering garages, patios, and back yard space.
Mason Properties 120 N. Annie Glidden Rd. Dekalb, IL 60115 815-756-1198 Email: rentalinfo@masonproperties.com https://masonproperties.com/	Studio – 0 1 Bedroom 2 Bedroom 3 Bedroom 4+ Bedroom	Multi-property landlord. Rental opportunities include apartment complexes and townhomes.

Housing Choice Voucher Apartment Resources

Property	Unit Sizes	Details
S & E Properties and Management 830 Edgebrook Drive Dekalb, IL 60115 815-787-2500 Email: Nicolette@apartmentsindekalb.com http://www.apartmentsindekalb.com/	1 Bedroom 2 Bedroom 3 Bedroom 4 Bedroom	
Suburban Apartments 1400 Twombly Road Dekalb, IL 60115 815-758-8124 https://newsuburbanapt.com/	Studio – 0 1 Bedroom 2 Bedroom 3 Bedroom	
Sunset View Apartments 160 N. Garfield St. Hinckley, IL 60520 815.895-5631 Email: mtaylor@dekcohousing.com http://dekcohousing.com/find-housing/sunset-apartments/	1 Bedroom 2 Bedroom	This property owned and managed by the Housing Authority. Pet friendly with restrictions and deposit. Applications available online or at our offices.
The Terraces at Dekalb 1100 W. Lincoln Hwy. Dekalb, IL 60115 (815) 201-3200 https://www.terracesdekalb.com/	1 Bedroom 2 Bedroom 3 Bedroom 4 Bedroom	Pet Friendly
University Village Apartments 722 N Annie Glidden Rd. Dekalb, IL 60115 815-758-7859	Studio – 0 1 Bedroom 2 Bedroom 3 Bedroom	ADA Accessible
West Ridge Apartments 919 Ridge Dr. Dekalb, IL 60115 815-756-8313	2 Bedroom	

HACD does not allow leasing with the following landlords:

Hunter Star Properties – Suspended leasing August 2018

Townsend Management – Suspended leasing March 2024

Online Resources

- www.daily-chronicle.com
- www.midweeknews.com
- www.apartments.com
- www.realtor.com/rentals/
- www.apartmentlist.com
- www.daranow.com
- www.forrent.com
- www.rent.com
- www.trulia.com
- www.zillow.com

FINDING HIGH OPPORTUNITY NEIGHBORHOODS WITH THE OPPORTUNITY ATLAS

"WHERE KIDS GROW UP TO EARN MORE" MAP LAYER

What is the Opportunity Atlas?

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

How to Use the Map:

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

Why This Matters:

Neighborhoods with higher opportunity scores are linked to:

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

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

Affordable Housing.com

OPPORTUNITY INSIGHTS

Need Help?

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

How to Spot and Avoid Rental Scams

AffordableHousing.com

Protect yourself when searching for affordable housing.

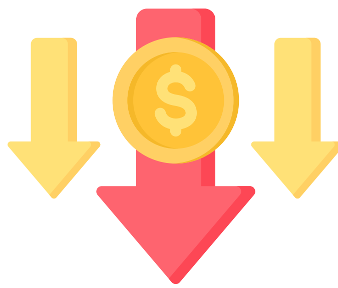
Finding housing can be stressful—don't let scammers take advantage. Here are some common red flags 🚩 and how to stay safe when finding your next home.

When Searching for a Rental

1 Copycat Listings

Scammers copy real listings from sites like AffordableHousing.com and post them on Craigslist or Facebook.

🚩 If someone says "DM me" or "Drop your ZIP code," be careful. They may be trying to move the conversation off of a trusted site.



2 Prices That Seem Too Good

If the rent looks much lower than others in the area, it might be fake.

Use the Free Rent Estimator on AffordableHousing.com to compare similar listings.

3 "Landlords" Who Are Out of Town

Scammers often claim to be out of town, overseas, or in the military. They may send you a fake lockbox code, offer a self-tour, or ask for money before you've seen the home.

🚩 Never pay before seeing the property in person.

4 Requests for Upfront Payments

Be careful if someone asks you to pay before you sign a lease or view the property.

🚩 Real landlords don't ask for money through Zelle, Cash App, Venmo, Bitcoin, or gift cards.

5 Pressure to Act Fast

If someone says "Act fast!", "You're the first approved!", or "We have others waiting," don't rush.

Take time to confirm the details and make sure the listing is legitimate.

6 Strange Communication Channels

Legit landlords use professional emails or site messaging, not random texts or social media DMs.

🚩 Never send personal info (like your SSN or ID) through DMs or text.

How to Spot and Avoid Rental Scams
When Searching for a Rental

AffordableHousing.com

7 Fake or Spoofed Websites

Some scammers pretend to be real companies or property managers. They may copy logos, use similar names, or send messages from fake emails like

affordablehousing@outlook.com

Always check the website's spelling, creation date, and contact details to make sure it's a legitimate website and email address.

8 Fake Leases or Documents

If the "lease" doesn't list a real property address or owner's name, it's likely fake. Beware of "landlords" who rush you to sign or pay without reading the terms.

You should only get keys from a verified landlord or property manager. Never from an unknown third party.

9 After You Move In

Watch out for fake maintenance requests or emails that pretend to be from your landlord or Housing Authority.

Don't send payments for repairs or share personal info unless you confirm it's from the real contact.

How to Spot and Avoid Rental Scams
When Applying for Housing Assistance

1 Fake "Section 8" Websites

Some sites pretend to help with applications but only collect your personal info.

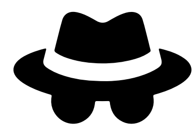
Real programs are **free** and usually end in **.gov** or trusted domains like AffordableHousing.com. Legit sites always name the Housing Authority managing the program and never promise "instant approval" or "guaranteed placement" or ask for a fee to get on a waiting list.

2 People Selling Vouchers or Guaranteed Placement

It's illegal to buy or sell housing vouchers. Anyone offering that is scamming you.

Ignore anyone with offers of preferred waiting list placement, voucher transfers, or fake documents (such as pay stubs or income forms).

3 Impersonators Claiming to Work for a Housing Authority



No Housing Authority employee will ever charge a fee to "get you approved."

Report anyone who claims to work for a Housing Authority and offers to sell a voucher to you for a price—this is illegal. Getting a voucher is free and no Housing Authority employee can legally guarantee your placement.

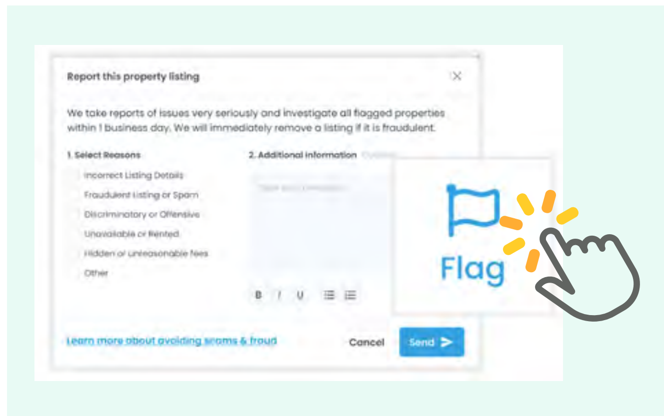
How to Stay Safe

- Never pay before seeing the home in person.
- Check the “Member Since” date on AffordableHousing.com and look for the Trusted Owner badge.
- Avoid payments by wire, Zelle, Cash App, or gift cards.
- If it feels off, pause and contact AffordableHousing.com Customer Support

Report Suspicious Listings

If you see something that doesn’t look right, flag it on AffordableHousing.com.

Our team reviews every report to help keep renters safe.



Reminder

AffordableHousing.com. We’ll **never** message you privately or ask you to send money.

Visit AffordableHousing.com for trusted listings and verified owners.

Got Questions? We’re here to help.

If something doesn’t feel right or you’re unsure about a listing, contact our support team before taking the next step.

📞 Call: (866) 466-7328
✉️ Email: support@affordablehousing.com
💬 Chat: Click “Chat With US” to start a chat on AffordableHousing.com

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

Local/General Information

- ***Com Ed** – (800) 334-7661
- ***Nicor Gas** – (815) 899-6129
- **Greyhound bus line** – (800) 231-2222
- **Huskie bus line (Dekalb)** – (815) 758-6900
- **Blue Line (Sycamore) –** (815) 756-6641
- **Voluntary Action Center (TransVAC)** – Dekalb/Sycamore (815) 758-6641, Sandwich (815) 787-6219

*Be sure to check with your landlord about what utilities you are responsible for.

Dekalb County Public Schools and Colleges

Kishwaukee College (815) 825-2086
Northern Illinois University (815) 753-1000

◈Dekalb Community Schools District 428
Brooks Elementary School (815) 754-9936
Cortland Elementary School (815) 754-2360
Founders Elementary School (815) 754-3800
Jefferson Elementary School (815) 754-2263
Lincoln Elementary School (815) 754-2212
Littlejohn Elementary School (815) 754-2258
Malta Elementary School (815) 754-2970
Tyler Elementary School (815) 754-2389
Clinton Rosette Middle School (815) 754-2226
Huntley Middle School (815) 754-2241
Dekalb High School (815) 754-2100

◈Genoa Kingston Community Schools District 424
Genoa Elementary School (815) 784-3742
Kingston Elementary School (815) 784-5246
Genoa-Kingston Middle School (815) 784-5222
Genoa-Kingston High School (815) 784-5111

◈Hiawatha Community School District 426
Hiawatha Elementary School (815) 522-3336
Hiawatha High School (815) 522-3335

◈Hinckley Big Rock Community School District 429
Hinckley-Big Rock Elementary School (815) 286-3400
Hinckley-Big Rock Middle School (815) 630-556-4180
Hinckley-Big Rock High School (815) 286-7501

◈Indian Creek Community School District 425
Indian Creek Elementary School (815) 824-2122
Indian Creek Middle School (815) 264-3351
Indian Creek High School (815) 824-2197

◈Sandwich Community School District 430
Herman E. Drummer Elementary School (815) 786-8498
Lynn G. Haskin Elementary School (815) 786-8812
Prairie View Elementary School (815) 786-8811
Sandwich Middle School (815) 786-2138
Sandwich High School (815) 786-2157

◈Somonauk Community School District 432
James R. Wood Elementary School (815) 498-2338
Somonauk Middle School (815) 498-1866
Somonauk High School (815) 498-2314

◈Sycamore Community School District 427
North Elementary School (815) 899-8209
North Grove Elementary School (815) 899-8124
Southeast Elementary School (815) 899-8219
South Prairie Elementary School (815) 899-8299
West Elementary School (815) 899-8199
Sycamore Middle School (815) 899-8170
Sycamore High School (815) 899-8160

For a Full list of Social Service agencies in Dekalb County, Visit:

www.findhelp211.org or Dial 211

Get Connected, Get Answers. Providing Information to help improve and save lives.

PROTECTING TENANTS AT FORECLOSURE ACT JUNE 2015

NATIONAL LOW INCOME HOUSING COALITION

The Protecting Tenants at Foreclosure Act (PTFA) was the only federal protection for renters living in foreclosed properties. The law provided most renters with the right at least to 90 days' notice before being required to move after foreclosure. Today, just like before the 2009 enactment of the law, renters, who often have no idea that their landlords are behind on mortgage payments, can be evicted with just a few days' notice in many states. Even though the foreclosure crisis remains a problem in most parts of the country, the PTFA law expired on December 31, 2014.

NLIHC supports **S. 730**, introduced by Senator Richard Blumenthal (D-CT), and **H.R. 1354**, introduced by Representative Keith Ellison (D-MN). These bills would restore and make permanent the Protecting Tenants at Foreclosure Act. NLIHC is also pleased that the Community Lender Regulatory Relief and Consumer Protection Act, introduced by Senator Sherrod Brown (D-OH) as **S. 1491** and by Representative Maxine Waters (D-CA) as **H.R. 2642**, include restoring the PTFA and making its protections permanent.

As the foreclosure crisis took hold, experience and research revealed that rental properties and renters are at significant risk, with renters comprising 40% of the families affected by foreclosure. These families often have no idea that their landlords have fallen behind on mortgage payments, and have usually continued to pay their rent even as their landlords have failed to pay the mortgages.

According to data from the National Housing Law Project, based in part on data from the National Law Center on Homelessness and Poverty, most states have either no specific protections for renters in foreclosed properties or have weaker protections than those provided by the PTFA (see chart below).

STATE LAW: EVICTION NOTICE IN DAYS	STATE LAWS
No Specific Protection	(19) Alabama, Alaska, Colorado, Hawaii, Kansas, Indiana, Maine, Michigan, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia
Immediate	(8) Arizona, Arkansas, Florida, Georgia, Kentucky, Mississippi, Wisconsin, Wyoming
3 Days	(1) Iowa
5 Days	(2) Delaware, Louisiana
10 Days	(3) Missouri, Montana, North Carolina
30 Days	(3) Oregon (60 for leases), Texas, West Virginia (90 for leases)
60 Days	(2) Nevada, Washington
90 days/PTFA or stronger	(10) California, Connecticut, District of Columbia (just cause), Illinois, Maryland, Massachusetts (just cause), Minnesota, New Jersey (just cause), New York, Rhode Island (just cause)

Illinois Renters Caught in Foreclosure: What Are Your Rights?

A new Illinois law allows a tenant whose landlord has lost the rental house through foreclosure to stay in the home longer.

If you are a renter in Illinois caught in the crossfire of a foreclosure, a new state law can help you stay in the home through the end of your lease or, if you have a month-to-month or week-to-week agreement, provide you with some much needed extra time to find another place to live. Read on to find out how this legislation is meant to protect Illinois renters who are often innocent victims when their landlord goes through a foreclosure.

How Foreclosure Works in Illinois

In Illinois, foreclosures are judicial, which means the lender must foreclose through the state court system. The lender initiates the foreclosure by filing a complaint and having it served on the borrower, along with a summons to appear in court. The lender also records a lis pendens (a pending legal action, or a formal notice of this) in the county records.
(Learn more about the difference between judicial and nonjudicial foreclosure, and the procedures for each, in Nolo's article Will Your Foreclosure Take Place In or Out of Court?)

New Law Protects Renters When the Landlord Goes Through Foreclosure

On August 21, 2013, Illinois Governor Pat Quinn signed Senate Bill 56 (SB 56), which was codified at 735 ILCS 5/9-207.5, a new law protecting Illinois renters in foreclosed properties. The law requires anyone who acquires residential property through a foreclosure to honor their tenants' existing leases or provide sufficient notice so the renters can find new housing.

Specifically, the law states that, in the case of a foreclosure, the landlord may terminate a bona fide lease only:

- at the end of the term of the bona fide lease, by no less than 90 days' written notice (though if the buyer at the foreclosure sale intends to occupy the property as a primary residence, the lease can be terminated with 90 days' notice) or
- in the case of a bona fide lease that is for a month-to-month or week-to-week term, by no less than 90 days' written notice.

What Is a Bona Fide Lease?

A bona fide lease means a residential lease in which all of the following are true.

- The mortgagor (borrower) or the child, spouse, or parent of the mortgagor is not the tenant. (Though a child, spouse, or parent of the mortgagor may prove by a preponderance of evidence that a written or oral lease is a bona fide lease.)
- The lease was the result of an arms-length transaction.
- The rent in the lease is not substantially less than fair market rent for the property or the rent is reduced or subsidized pursuant to a federal, state, or local subsidy.
- Either the lease was entered into or renewed (1) on or before the date of the filing of the lis pendens or (2) after the date of the filing of the lis pendens and before the date of the judicial sale of the residential real estate in foreclosure, and the term of the lease is for one year or less.

SB 56’s Relationship to the Federal Protecting Tenants at Foreclosure Act

Prior to 2009, most renters lost their leases if the landlord went through foreclosure. Generally, the rule in most states was that if the mortgage was recorded before the lease was signed, the lease would be eliminated in the foreclosure. As a result, tenants in foreclosed buildings became a month-to-month renters, and the new owner could then terminate the tenancies after providing proper notice according to state law. (Learn more in Nolo’s Evictions and Terminations area.)

Then on May 20, 2009, President Obama signed into law the Protecting Tenants at Foreclosure Act. Under this Act, the tenant was permitted to stay at least until the end of the lease, and month-to-month tenants were entitled to 90 days' notice before having to leave the property. (Though if the buyer at the foreclosure sale intended to occupy the property, the lease could be terminated with 90 days' notice.) Unfortunately, the Protecting Tenants in Foreclosure Act of 2009 expired on December 31, 2014. SB 56, however, still applies. (To learn more about tenant’s rights in foreclosure, read Nolo’s article Renters in Foreclosure: What Are Their Rights?)

For More Information

In 2012, Governor Quinn introduced the Illinois Foreclosure Prevention Network (IFPN), a free resource, to help struggling homeowners through the foreclosure process and evaluate various options for staying in their homes. While the IFPN is geared to help homeowners, renters too may benefit from the service. Visit the IFPN website at www.keepyourhomeillinois.org or call the hotline at 855-KEEP-411 if you have questions about foreclosure.

To learn more about tenants’ rights, see Nolo’s Renters' & Tenants' Rights area.

For more articles on foreclosure in Illinois, visit our Illinois Foreclosure Law Center.

Reference: http://www.nolo.com/legal-encyclopedia/illinois-renters-caught-foreclosure-what-are-your-rights.html

310 N. Sixth Street
DeKalb, IL 60115
Phone: 815-758-2692
Fax: 815-758-4190
www.dekcohousing.com

HCV Program Participant
Security Deposit Assistance Application

Please print neatly in black or blue ink.

PLEASE READ CAREFULLY

The Housing Authority has been fortunate to receive a grant from the DeKalb County Community Foundation, First Midwest Bank and First National Bank that is separate and distinct from the Federally Subsidized Housing Choice Voucher program. This grant allows the Housing Authority to provide security deposit support to eligible Housing Choice Voucher participant families experiencing difficulty leasing a unit due to the inability to secure security deposit funds on their own. These funds are limited.

To be eligible for security deposit assistance:

- ✓ It must come at the recommendation of your Housing Choice Voucher Case Manager
- ✓ Your household income must be at or below 50% of the Area Media Income.
- ✓ You must be in good standing with HACD. This means:
    - o No program violations issued within the last 12 months.
    - o Not currently in a payback agreement or have an outstanding balance with HACD
    - o Have never been found to have unreported income.

How the security deposit assistance works:

- ✓ The monies are a onetime gift.
- ✓ The unit must pass inspection and be determined affordable by HACD.
- ✓ Funds will be sent directly to the landlord.
- ✓ During your living experience at the approved unit, the expectation is that you will keep the unit in satisfactory condition as to recoup the funding for use at the next unit.

Applicant Name: ____ **Date:** ______________________

(Clearly print your full name)

Email: ____

Signature: ____

Write a brief explanation of why you should be granted the assistance.

What is the total security deposit **required by the landlord:**	$
How much money do **you have** to put towards security deposit:	$
How much money are you **requesting** for the security deposit:	$

Applicant Name: ____

Office Use Only	
Preferences **(Effective for 9/1/2025 Lease Ups or later)** **HACD reserves the right to grant security deposit assistance on a case by case basis**	
☐ **VASH**: 2 points ☐ **Disabled:** 2 points ☐ **Elderly**: 2 points ☐ **Minor children in household** ____# of dependents: ½ pt per child ☐ **Working/employed consistently**: 1 point ☐ **Participating in an Education/Training Program**: 1 point ☐ **Not currently subsidized**: 1 point	POINT TOTAL
The Grant Application Has Been…….	
☐ Approved AMOUNT $ Requested Amount $	
☐ Denied ☐ ED ☐ OD ☐ CFO	
REASON:	
# of Adults - # of Children -	
	By Staff:

☐ HCV ☐ VASH ☐ SPC ☐ HMS Notes on Tenant

☐ Copy Saved to Digital Tenant File (CM) ☐ Final Copy to Finance (CM) ☐ Email to Participant (FC)
☐ Email to LL (FC)
☐ Enter in WinTar (FC)
☐ Enter in WinAP (FC)
☐ Enter in Excel (FC)
S:\Voucher\HCV Security Deposit Grants.xls.xlsx

Landlord (CM) ______________________________
****Please use LL name as it appears in HAB****
Inspection date (CM)________________________ ☐ Unit Passed HQS

Address/unit # (CM) ____ ☐ Check sent to LL (AP)

Lease Up Date (CM)_________________________

☐ FMB Funds ☐ DCCF Funds ☐ FNB Funds

GROUP SESSIONS

- Initial Program Eligibility Sessions are by invitation only.
- HCV Briefings are generally scheduled every-other Tuesday, in the mornings, and are by invitation only.
- Invitation letters will identify the date, time and important details.
- All household members age 18 and older must attend the briefing session.
- You should allow enough time to complete the briefing and any further actions deemed necessary. You should make special efforts to arrive earlier than your scheduled appointment date/time.
- Late arrivals or no shows are rescheduled as additional briefing time slots allow.

PORTING INTO OUR ORGANIZATION

- If you are porting into our jurisdiction, your eligibility for rental assistance comes to us by virtue of your Initial Housing Authority (IHA); consequently, we cannot alter the effective date or expiration date of the voucher from your IHA.
- Generally, we require you have a minimum of 30 days remaining on your voucher in order to port into HACD jurisdiction. Although, we will make every effort to serve you in a timely manner and clarify expiration date issues with your IHA.
- Keep your voucher expiration date in mind when submitting the RFTA. We will accept the RFTA on or before the voucher expiration date and will honor our obligation to inspect the unit even if we are unable to schedule the inspection until after the voucher has expired. However, if the voucher has expired and the unit fails, no additional time remains on your voucher. We will then report to your IHA that you failed to submit an RFTA for an eligible unit within the allotted time.

PORTING OUT OF OUR ORGANIZATION

- If your voucher is supported by another Housing Authority (ported into DeKalb Co.), you must contact that housing authority to move to any other housing authority.
- If your voucher is supported by HACD's funding <u>and you are in good standing</u>, you will be issued our voucher in order to port out to the new housing authority. In either case, you are responsible for providing HACD with all pertinent information regarding the new housing authority you wish to move to. Just like any other transfer, recertification and voucher dates must be within HUD guidelines which may require you to attend a briefing session and re-verify family income and composition information.

MOVING WITHIN DEKALB COUNTY

- You MAY NOT move with continued rental assistance during the initial lease term.
- You must be approved by HACD for any move.
- A completed and approved "Intent to Vacate" form signed by the program participant and landlord is required should you decide to vacate the unit for any reason. You must comply with the terms of your Lease.
- If evicted, you must provide a copy of the eviction notice.
- Before you can move to another unit, you must provide your case manager a notice of Intent to Vacate, be issued a voucher, and receive an RFTA. The RFTA is your responsibility to return and can be submitted at any time, <u>prior to the expiration of your voucher</u>.
- HACD may provide a prospective landlord with Information on your past rental history while on the housing choice voucher program.

RENT PORTION CALCULATIONS

- Calculations for the HCV Program are all mandated by HUD. The payment standard used in the calculation of total tenant payment includes the lesser of the payment standard for the bedroom size for which you are certified and the actual number of bedrooms of the unit you occupy.
- The HAP Contract will be provided to the landlord at the lease up and summarizes the rent portions for each party. You may not pay any amount that differs from this document unless notified by HACD; to do so is considered a side payment which is illegal.

INITIAL INSPECTIONS/ TRANSFER INSPECTIONS AT HACD

- A unit will not be disapproved on the grounds that it is too large for a family, provided that the family share (the portion of rent plus utilities paid by the family) does not exceed 40% of the family's monthly adjusted income, except in cases of Initial lease-up.
- You MAY NOT occupy a unit prior to a passed unit inspection and lease signing. Should you choose to do so, will result in you being responsible for the total contract rent until you are authorized to move in by HACD.
- You may not rent from a relative unless it can be documented that a member of the assisted family has a bona-fide disability under reasonable accommodation.
- Inspectors schedule to inspect units on Thursday's, however NO INITIAL inspections are scheduled on the last Thursday of the month. Therefore, quick and complete submission of the RFTA is important; HACD could take up to 15 days to get the unit scheduled for inspection.
- At the time of the initial inspection, the utilities must be in service and the stove and refrigerator in place (and in proper working order) in order to pass housing quality standards (HQS).
- At the time of the initial inspection, the landlord will be notified of any HQS deficiencies. The time frame for correcting these deficiencies may be no greater than 30 days. The landlord may request a reinspection within this time frame and HACD will reinspect within 5 business days.

HACD POLICIES

- The Administrative Plan that dictates all policies and procedures is posted in its entirety on our website (www.dekcohousing.com) This document lists a few of those policies and procedures for your easy use.
- Any changes in household composition, income or assets must be reported within 10 business days of the change. It must be reported to the office in writing. It can be submitted to the front desk, emailed, mailed, or faxed into our office. It is not necessary to see the case manager to submit this paperwork.
- HACD conducts a criminal background check on all adult members (age 18 years and older) of the household during the Admission's process and at your annual recertification.

*If you are charged with a retroactive amount for unreported income, this must be paid within thirty (30) days of the notification. Failure to pay this could result in termination from the program and the account being turned over for collection.

HACD OPERATIONS

- Case managers make every effort to return phone calls within 48 hours. Email is the best way of contacting your case manager.
- You may make an appointment to speak with your case manager (as their schedule permits) by contacting the Central Office at 815-758-2692.
- The formula for calculation of total tenant payment and, ultimately, your rent portion is determined by HUD guidelines; however, you are subject to the bedroom allocations, payment standards, and utility allowances of HACD that are used in that formula.
- The process for submitting the Request for Tenancy Approval [RFTA], for getting a unit inspected and for executing paperwork in order to pay your prospective landlord is the same for all program participants. Please see below where this is described in more detail.

INITIAL INSPECTIONS/TRANSFER INSPECTIONS AT HACD CON.

- If the 30-day time frame has lapsed or the unit fails HQS at the reinspection, HACD will notify the landlord and client that the unit has been rejected and the family must search for another unit. You must obtain a new RFTA in order to begin the search process for another unit. HACD may agree to conduct a second reinspection, for good cause, at the request of you and or the landlord.
- Although the landlord has 30-days in which to correct any deficiencies, the landlord should consider making corrections as quickly as possible, since the pass date directly impacts the date, we can begin assistance.
- You will only be given one RFTA document at a time. You will not be given an additional RFTA until the original one has been denied or rescinded.

CONTINUED PROGRAM PARTICIPATION AT HACD

- Annual and special inspections are scheduled by the Inspectors and do not necessarily align with the same time frame as the annual recertification process.
- Annual Recertifications are scheduled by invitation only 120 days ahead of lease renewal.
- HACD must meet strict HUD guidelines regarding inspections and reinspection's of assisted units. You could be terminated for failing to allow access to the unit for HQS inspections.

HOUSING AUTHORITY of the County of DeKalb

EQUAL HOUSING OPPORTUNITY

HOUSING AUTHORITY of the County of DeKalb

Navigating the Housing Choice Voucher Program

310 N. 6th Street, DeKalb IL 60115
815-758-2692 www.dekcohousing.com

All housing authorities participating in the HCV Program are charged to administer the program by HUD guidelines. However, each housing authority may accomplish this through different business practices and office procedures. Please take note of these HACD procedures in use at this time.

CASE MANAGEMENT TEAM

- Jess Saltz HCV Case Manager ext. 126
  Participant with last names *A through J*
  Email: jess@dekcohousing.com
- Lexy Moreland, HCV Case Manager ext. 127
  Participant with last names *K through Z* & VASH
  Email: lexy@dekcohousing.com
- Chelsea Bemis
  Housing Choice Voucher Administrator ext. 125
  Email: cbemis@dekcohousing.com
- Susan Capps
  Public Housing & SPC Case Manager ext. 131
  Email: scapps@dekcohousing.com

What is Fair Housing?

Fair housing is the right to live in the place of your choosing, have access to housing, and enjoy the full use of your home without unlawful discrimination, threats, coercion, or intimidation.

Fair housing protections were made possible by the passage of the 1968 Fair Housing Act. Today federal, state, and local laws protect all people from discrimination in the buying, renting, and selling process.

Founded in 1968, HOPE Fair Housing Center is the oldest and largest fair housing center in Illinois. HOPE works to create greater housing opportunities for all. We accomplish this through education, outreach, enforcement, training, and advocacy.

HOPE provides free assistance to victims of housing discrimination. (HOPE does not provide legal representation nor legal advice.)

Contact Us

(630) 690-6500

info@hopefair.org

www.hopefair.org

202 W Willow Ave,
Suite 203
Wheaton, IL 60187

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You are Protected from Housing Discrimination

Understanding Your Fair Housing Rights

HOPE FAIR HOUSING CENTER

What is Housing Discrimination?

Housing discrimination can take shape in many forms, some of which may not be obvious. You may have encountered discrimination if:

- You were lied to about the availability of housing, a home loan, or home insurance
- Your home was undervalued during an appraisal
- You were told or saw an advertisement that stated "no children allowed" or "no vouchers accepted"
- You were offered different terms and conditions than others
- You have a disability and your request for a reasonable accommodation (a change in rules, practices, or services) or modification (a structural change) was denied
- You were denied the right to a service or emotional support animal due to a "No Pets" policy

There are legitimate reasons for someone not to rent or sell a home, but your membership in a protected class should not be a contributing factor.

What is a Protected Class?

You are protected against housing discrimination. A "protected class" refers to a group of people who share a common characteristic that the law makes illegal to discriminate against.

The Federal Fair Housing Act

Prohibits discrimination in housing based on these protected classes:

- Race
- Color
- National Origin
- Religion
- Sex
- Disability
- Familial status (households with children under 18)

The Illinois Human Rights Act

Provides additional protections:

- Ancestry
- Marital status
- Age (+40)
- Military status
- Sexual orientation
- Gender identity
- Order of Protection status
- Unfavorable military discharge
- Pregnancy
- Arrest record
- Source of Income
- Immigration Status (effective 1/1/2024)

Your county, municipality, or city may have additional protections. To learn more, contact your local government.

If you think you have faced housing discrimination:

Contact HOPE Fair Housing Center.

Document meetings, phone calls, and requests made with landlords, property managers, real estate agents, and other involved parties.

Save all email, mail correspondence, receipts, copies of applications, business cards, and other documents.

When appropriate, HOPE can:

- Investigate potential discrimination
- Advocate on your behalf with a housing provider
- Assist in filing a housing discrimination complaint
- Refer your case to attorneys that are experts in fair housing litigation