Boulder County Housing Authority
Housing Choice Voucher Program

TENANT BRIEFING PACKET

Updated 12/2023

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Welcome to the Boulder County Housing Authority's (BCHA) Housing Choice Voucher Program. Your housing assistance will assist you to live in affordable, safe and decent housing for as long as you qualify under the rules of the program.

This booklet should provide you with the general information you need to know in order to use and continue to keep your voucher. Please review the information carefully and discuss any questions or concerns with your Case Manager. Document names in **bold and underlined** are attached to the end of this information packet. It is your responsibility to understand and follow the rules of the program.

As you may know, there are many more applicants for vouchers than there are voucher available, and we hope that you understand and appreciate its value to you and your household members.

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PROGRAM DESCRIPTION

Housing Choice Voucher (HCV) Program

The Boulder County Housing Choice Voucher (HCV) Program, also known as Section 8, is funded by the U.S. Department of Housing and Urban Development (HUD) and administered locally by the Boulder County Housing Authority (BCHA). The program helps eligible very low-income families, older adults, and individuals with disabilities afford safe, decent, and sanitary housing in the private rental market.

Program Benefits

- Housing Choice: Participants can search for an eligible rental home of their choice, including apartments, townhomes, and single-family homes, throughout Boulder County and Broomfield.
- Affordable Housing: Participants pay a portion of their rent based on household income, while BCHA pays its approved portion directly to the landlord. Households generally contribute approximately 30–40% of their monthly adjusted income toward housing costs, depending on their circumstances.
- Housing Quality: BCHA inspects participating units to ensure they meet required health, safety, and housing quality standards.
- Landlord Participation: BCHA makes the program convenient for landlords by providing its portion of the rent through direct deposit.
- Portability: Participants may be able to take their voucher to another jurisdiction within the United States, subject to HUD and program requirements.

Continued Assistance

A household may continue receiving HCV assistance as long as it remains eligible and complies with program requirements, including completing required recertifications, reporting changes in household circumstances, and complying with the lease and HCV program rules.

HCV assistance is subject to HUD regulations and BCHA policies. Program requirements and tenant rent contributions may vary based on individual household circumstances.

OFFICE LOCATIONS AND STAFF

The Boulder County Housing Assistance Program staff serve you county-wide from a few offices:

Longmont: 515 Coffman Suite 100, Longmont, CO 80501
Lafayette: 1755 S. Public Rd., Lafayette, CO 80026

Office locations are available for **dropping off paperwork and documents**. Please contact your Housing Specialist if you need assistance or have questions about your case

Name	Title	Phone	Email
Kelly Schulz	Housing Division Manager	303.441.4944	kschulz@bouldercounty.gov
Melissa Razo	Housing Supervisor	303.413.7051	mrazo@bouldercounty.gov
Tanya Wardal	Housing Specialist	303.441.1542	twardal@bouldercounty.gov
Meury Brown	Housing Specialist	303.775.4753	mbrown@bouldercounty.gov
Karisa Garner	Housing Specialist	303.441.1404	kgarner@bouldercounty.gov
Marissa Hovde	Housing Specialist	303.441.1425	mhovde@bouldercounty.gov

Frequently-Asked Questions

What is the Housing Choice Voucher Program and how does it differ from Section 8?
The Housing Choice Voucher (HCV) Program and Section 8 are two different names for the same program. This is a federal assistance program to help people with low income pay their rent.

What are the benefits of the Housing Choice Voucher Program for me, as a participant?

- The program promotes housing choice; a household awarded a voucher can look for a unit within the neighborhood of your choice, within the housing authority's area.
- The program promotes quality housing; units are inspected annually to ensure standards of health and safety are met.
- The household contribution is approximately 30-40% of your monthly-adjusted income, with the balance paid by the housing authority to the property owner.

Who is eligible for a voucher?
Households qualify for the program if their household income is 80% or less of the Area Median Income (AMI) for Boulder County or Broomfield (some programs are capped at 30% and 50% AMI). Eligible households include individuals or families with low income, including people on a fixed income, such as those who are elderly and/or have a disability.

Where can I use my voucher?
Vouchers may be used in Boulder County and Broomfield. Boulder County jurisdictions include Boulder, Erie (within Boulder County limits), Jamestown, Lafayette, Longmont, Louisville, Lyons, Nederland, Superior and Ward, and those in Unincorporated County include Allenspark, Caribou, Coal Creek (within Boulder County limits), Eldorado Springs, Gold Hill, Gunbarrel, Hygiene and Niwot.

What kind of rental units qualify for the program?
All existing rental housing may be eligible; single-family homes, condominiums, apartments, mobile homes, townhouses and duplexes. Each unit must be located within Boulder County or Broomfield, rent for below the program's payment standards, and pass a Housing Quality Standards (HQS) Inspection, among other requirements.

How can I find a landlord that accepts voucher-holders?
Some landlords seeking to rent to program participants note that in their rental advertisement. BCHA also maintains a landlord list noting landlords who accept rental assistance. Please contact your case manager.

What if I have special needs due to my disability?
If you have special needs to adapt to your unit or living situation, you may request a Reasonable Accommodation (RA). Such requests may include the addition of a live-in aide, physical modifications to the unit (at your expense), the addition of a service animal, and the allowance of additional time to complete a request required of all tenants. Please note that requests are considered on a case-by-case basis, and if approved, it must also be approved by the property owner.

What are my rights and responsibilities as a tenant?
At your annual recertification, you are given a list of Family Responsibilities to sign yearly, acknowledging an understanding of your responsibilities. Tenants have the *right* to:

- Request a Reasonable Accommodation for special needs. RA requests are approved on a case-by-case basis.
- File a complaint with HUD if you believe your Fair Housing rights have been violated on the basis of race, color, religion, sex, handicap, familial status, age, national origin and/or sexual orientation.
- Privacy within the unit. A landlord must provide appropriate notice to you if they wish to enter the unit during a reasonable time of day. In emergency cases, a landlord may enter the unit without notice to make necessary repairs.
- Choose not to renew the lease at the end of the term or, in the case of a mutual agreement to rescind the lease, to move out of the unit during the lease term, provided a proper notice was given as outlined in the lease agreement.
- Request an appeal hearing for staff decisions including termination of assistance or denial of a housing request.

Tenants have the following *responsibilities*. They must:

- Allow your case manager and/or the inspector to inspect the unit at reasonable times and after reasonable notice.
- Notify your case manager and landlord in writing before moving out of the unit or terminating the lease providing at least a 30-day notice.
- Request approval from BCHA and your landlord to add a household member as an occupant to the unit.
- Not commit fraud, bribery, drug-related, violent or any other corrupt or criminal act in connection with the program.
- Not commit any serious or repeated lease violations.

How is income verified?
All income, benefits, and allowances must be documented from independent third-party sources. Households are required to report all income; unreported income may result in repayment of housing assistance, or termination of assistance.

How and when should I let you know if I have change to my income or household?
Any change in income or household composition must be reported to the BCHA within 10 days of its occurrence. Let your case manager know your employer's name and fax number. Failure to report or under-reporting any changes could result in you repaying any monies owed, or risk program termination.

What are annual recertification appointments, and why are they necessary?
Voucher-holders are required to meet with their case manager at least once a year to update income, assets and household size, and to complete required forms. The purpose of the annual recertification appointment is to ensure that the correct amount of rent is being paid based on actual income and the home is the correct size for the household.

What happens during an annual recertification appointment?
Approximately three months prior to your annual recertification date, you will receive a letter with appointment information. You will be required to attend the meeting with all household members over age 18. To this appointment, bring copies of current income and asset documentation. This is also an opportunity to get questions answered.

What if I cannot make my scheduled appointment?
Staff encourages you to make this appointment a priority in your schedule. This meeting, usually only held once per year, is required for you to continue receiving assistance. However, some circumstances, such as illness, emergencies, or being out of town, require that it be rescheduled. If so, contact your case manager.

What if I do not have transportation to meet my case manager at their office?
If you are unable to get to your appointment, as your case manage to hold the meeting at your home.

Are landlords required to rent to program participants?
No, a landlord may choose if/when to rent to tenants receiving housing assistance.

Can BCHA provide information to a landlord about my rental history?
Staff reserves the right to release tenancy histories to an owner, as requested, with respect to such factors as payment of rent and utility bills; caring for a unit and premises; respecting the rights of others to the peaceful enjoyment of their housing; drug-related criminal activity or other criminal activity including drug trafficking; compliance with conditions of tenancy; and names, addresses and phone numbers of current and prior landlords.

Can I rent a unit from a relative?
HUD regulations prohibit BCHA from allowing a program participant to rent a unit from a relative. The only exception is for staff to determine that such a situation would provide a Reasonable Accommodation for a household member who has a special need. These decisions are addressed by a committee on a case-by-case basis.

Can I pay extra rent to my landlord if the rent amount exceeds the payment standard?
No, you must pay the full amount for rent and the utilities as outlined in your lease. The landlord may not, under any circumstance, charge or accept additional payments from any member of your household, other than that which has been approved by BCHA.

Does Boulder County provide a specific lease for its participants?
No, each landlord must provide their own lease, although BCHA may require and provide lease addendums. The initial lease must be for a one-year term, with the option to rent on a monthly basis thereafter. The lease should include names of the landlord and tenant (and all household members), unit address, lease term, monthly rent amount, how utilities are paid, which appliances are provided and other items as long as they are consistent with the laws.

How much can a landlord charge for rent?
The rent amount must not exceed BCHA's payment standard which is based on the average gross rents (including utilities) being paid in the community for modest housing units of varying sizes. Your tenant's case manager is not able to provide you with information regarding maximum rent you can charge, however they will let you know if you exceed it.

Can a landlord request a rent increase?
Each year, three months prior to the lease end date, your landlord will have an opportunity to state whether they want to extend the lease term, and if so, whether the amount will change and by how much. If they request an increase after the initial term of the lease and within the current lease period, they must provide at least 60 days written notice of any increase to your case manager. The proposed increase must not exceed the payment standards. BCHA reserves the right to deny any increase found to be unreasonable based on market conditions or delay the start of increases when proper notice has not been given.

How does the landlord get paid their rent?
The tenant is responsible for paying their rent each month and on time. If rent is late or unpaid, then the landlord has the right to enforce the lease. BCHA will directly deposit their portion of the rent on the 1st business day of each month.

How are utilities paid?
The landlord decides which utilities, if any, they will provide as a part of the rent, and which utilities the tenant(s) will pay. For tenant-paid utilities, BCHA will credit the household with a utility allowance, which is based on the average cost of utilities, size of the unit, and the location of the unit; not on the household's actual energy consumption. The utility allowance will lower the tenant's rental share and leave them with funds to assist with utility costs.

Who is responsible for paying the security deposit, and how much can a landlord collect?
The tenant pays their security deposit. The amount must be fair and reasonable, usually one month's rent amount, and in compliance with state and local laws, and must also be comparable to the deposit charged to their other tenants.

What if I have a problem with my landlord?
If you have a conflict with your landlord, you are encouraged to first speak with them about it. Contact your case manager if you need her involvement. It is important to note that your case manager may not always get involved on your behalf, but will guide you in resolving the situation. Additionally, local resources are available to help provide information and mediation for tenant-landlord issues, such as the Boulder County District Attorney's Office at 303/441-3700.

Will my landlord contact BCHA about our landlord/tenant relationship?
Your landlords should interact with you as they would with their tenant(s) who do not receive housing assistance. The only difference is that your case manager should be notified in certain circumstances such as unpaid rent; additional household members not listed on your lease; the use, sale or manufacturing of illegal drugs; or situations involving violence and/or domestic abuse. Your landlord should work directly with you on issues such as property maintenance, noise issues, pet concerns, parking issues, and property entrance agreements. If a landlord is uncertain about which issues should be brought to the attention of Boulder County, they should contact the tenant's case manager.

Can a program participant be evicted?
Yes, a tenant who is a program participant may be evicted for any lease violations. If and when a warning letter is received by the tenant, they should notify their case manager so she/he can work with them to try to remedy the situation in an effort to avoid an eviction. A landlord may not, however, evict a tenant for non-payment of the BCHA portion.

What are (some of) landlords' rights and responsibilities?
Landlords have the right to:

- Terminate tenancy under conditions outlined in the contract for such reasons as serious and repeated violations of the lease, criminal activity, destruction of property, and failure to pay the tenant portion of rent
- Refuse tenancy to an program participant as long as it does not violate Fair Housing laws
- Collect an appropriate security deposit, used in accordance with local and state laws

- Raise rent at the end of the lease term provided the case manager is given notice within the required timeframe, and that the increased amount does not exceed payment standards
- Choose not to renew a lease with an existing tenant at the end of the lease term

Landlords have the following responsibilities. They must:

- Use their own lease. BCHA may require and provide lease addendums. BCHA must receive a copy of the lease.
- Sign and return all required documentation in a timely manner.
- Sign, submit and provide updates for documentation and information as required, such as taxpayer identification information, change of address, change of name, and/or change of the building owner.
- Contact the tenant's case manager to alert them of any lease violations within the required timeframe.
- Provide copies of any eviction notices, if applicable, to the case manager at the time the notice is sent to the tenant.
- Perform all necessary maintenance to ensure the unit meets HUD's Housing Quality Standards.
- Allow the unit to be inspected at least annually and must correct all report failures within the specified time period. Failure to make repairs may result in either a halt of BCHA's portion of the rent or termination of the HAP Contract.
- Comply with Fair Housing laws.

Can I take my voucher with me if I want to move to another county/state?
After a year with BCHA, you may take your voucher to another county or state. To do this, you should contact your case manager to complete the required forms. Your case manager will transfer your paperwork to BCHA's Portability Specialist to complete the process, which includes providing documentation to the new housing authority.

What does the housing inspector look for during an annual inspection?
Each unit is inspected annually (or more, as needed) to ensure it meets HUD's Minimum Housing Quality Standards. The tenant, or an alternate person over age 18, must be present for inspections. Inspected items include building structure and exterior; plumbing, heating and electrical systems; windows, exits and hallways; and all rooms to make sure the unit is safe, clean, and in good condition. The inspector must have access to the unit, the basement, and all common areas. If repairs are required, the landlord must correct deficiencies, within a certain time period, and pass a re-inspection. If repairs are not made within the timeframe, the housing assistance payments will be halted, and in certain situations impacting health and safety, the tenant will not be able to occupy the unit.

What is the Carbon Monoxide Detector Law and does it apply to a tenant?
Effective July 1, 2009, Colorado House Bill 1091 requires homeowners and owners of rental property (single-family homes, multi-family homes) to install carbon monoxide alarms near the bedrooms (or other room lawfully used for sleeping purposes) in every home that is heated with natural gas or propane, has a gas appliance, has a fireplace, or has an attached garage. This requirement applies to every home that is sold, remodeled, repaired, or leased to a new tenant after July 1, 2009, including landlords participating in the program. For more information, please read House Bill 1091.

What is the Violence Against Women Act (VAWA) and how does it affect a participant's assistance?
The Violence Against Women Act (VAWA) is a federal law, effective 2006, to protect individuals who are victims of domestic violence by prohibiting apartment firms from evicting the resident because of criminal activity committed by a member of the victim's household.

What types of actions may lead to termination from the program?
The following are *some* actions that may lead to program termination: fraud (i.e., providing false information or documentation), non-compliance with program requirements, criminal or drug activity, unauthorized household members, non-compliance with a lease. If a program participant is terminated, they will receive a termination letter which informs them of their opportunity to present their case to the Housing Board for reinstatement. BCHA and HUD are stringent regarding program compliance and will take action as necessary.

How can I find out more information about landlord participation?
To learn more information about landlord participation, please refer to Frequently Asked Questions for Landlords.

What if I have questions that have not been answered?
If you have questions that have not been answered, please contact your case manager.

BOULDER COUNTY HOUSING AUTHORITY
Responsibilities of Households Receiving Housing Assistance

Housing Choice Voucher Program participants through the Boulder County Housing Authority (BCHA) must comply with all of the following terms of the program, their lease, and all provisions stated in this document. **Failure to comply with any of these may result in termination from the program.** Please note that all "I" statements below pertain to every household member.

ANNUAL RECERTIFICATION. I understand that once a year, prior to the anniversary date of my current lease, BCHA will review my household's eligibility for the program, including collecting current income and asset documentation, verifying current household members, and verifying program compliance, among other things.

- **SUPPLYING INFORMATION:** I understand that I must supply any information that BCHA or HUD determines to be necessary, including the submission of required evidence of citizenship or eligible immigration status. I must supply any information requested by BCHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition. I must disclose and verify social security numbers and sign and submit consent forms for obtaining information. I must supply any information requested by BCHA to verify that I am living in the unit or information related to family absence from the unit.

INSPECTIONS. I understand that at least once a year, BCHA will inspect my unit to assure that it meets the U.S. Department of Housing and Urban Development's (HUD) Housing Quality Standards. I will receive reasonable prior notice of the inspection date and time. I understand that it is my responsibility to be available for this inspection, and if I am not able to be present at the inspection, I will make sure that an adult family member/neighbor over age 18 is present. I understand that BCHA may terminate my housing assistance for inspection violations caused by the tenant, household members, or guests, and for inspections not completed.

REPORT CHANGES IN INCOME. I understand that I must report ***any change*** in income (increase or decrease which may be due to job acceptance, job loss, pay raises/decreases, etc. to BCHA **within 10 days of the occurrence**. I understand that my late notification of an income change to my case manager may require that the income increase be processed immediately and/or that I will be required to enter into a repayment agreement with BCHA for past unreported income. I will contact my case manager to request that a verification of earnings form be sent to my previous/current/future employer to obtain this information. I also understand that it is my responsibility to ensure that the documentation has been received by my case manager.

- **ZERO OR LOW INCOME POLICY:** I understand that if my household is reporting low or zero income I will have to meet with my case manager at least once every three months and provide current information regarding my household income and expenses. I will need to bring copies of all household bills and expenses (utilities, insurance, cell phone, internet, grocery's, etc.) for the previous three months to the appointment; in addition to the three most recent months' worth of back statements, for all household members' accounts.

- **20TH OF THE MONTH POLICY:** I understand that in order to have your rent reduced for the next month due to a change in family circumstances (adding/removing a family member) or a decrease in income, all documentation regarding the change must be submitted to my case manager **on or before** the 20th day of any month. All changes must be submitted in writing with the supporting documentation.
    - For a decrease in income this can be a letter from the employer showing your last day worked or a copy of your letter of resignation to your employer.
    - Child support verifications showing a decrease in amount received.
    - Benefit award letter showing a decrease in benefits for TANF or Social Security.

UNIT OCCUPANCY. I must receive prior approval from BCHA to add another family member(s) as an occupant of the unit, and will immediately notify BCHA if any household members no longer reside in, or are temporarily absent from the unit. I understand that if I fail to obtain prior approval from BCHA to add another family member(s) that the individual(s) will be considered unauthorized resident(s). I also understand that if my

household reduces in size, my voucher size may change, and I may be required to move from my existing residence at the expiration of my lease. I understand that I must notify BCHA in writing **within 10 days of occurrence** if any of the following changes occur: birth of a baby, an adoption or court awarded custody.

- **GUEST POLICY:** A "guest" is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest may remain in the unit no longer than 14 consecutive days or for a total of 30 cumulative calendar days during any 12-month period. Children who are subject to a joint-custody arrangement, or for whom a family has visitation privileges that are not included as a family member due to living outside of the household more than 50 percent of the time, are not subject to the time limitations of guests, as described above. A family may request an exception to this policy for valid reasons such as caring for a relative who is recovering from a medical procedure for a period of at least 30 consecutive days. No exceptions will be made unless the family can provide documentation identifying the residence to which the guest will return.

- **ABSENT FAMILY MEMBERS:** I understand that I must promptly notify BCHA in writing whenever I or any family member is going to be away from the unit for an extended period of time longer than 180 consecutive days.

LEASE COMPLIANCE. I understand that it is my responsibility to make sure that my household's portion of the rent will be made on or before the first day of each month; utilities will be paid on time; I will provide and maintain any appliance that the owner is not required to provide under the lease; and that I will keep my unit and common areas clean. I am responsible for any damage to the unit or premises (other than damage from ordinary wear and tear), and am also responsible for my guests and their actions. I understand that I may not commit any serious or repeated violations of the lease, and that failure to comply with the terms of the lease may result in termination from the program.

- **SERIOUS OR REPEATED LEASE VIOLATIONS:** Serious and repeated lease violations will include, but not be limited to, nonpayment of rent; disturbance of neighbors; and destruction of property, living or housekeeping habits that cause damage to the unit or premises; and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, or stalking will not be construed as serious or repeated lease violations by the victim.

RESIDENCE: I understand that I may have only one residence.

MOVE NOTIFICATION. I understand that my initial lease with a landlord is to be for a one-year term; after that, I may choose to transfer to a month-to-month lease, if approved by the landlord. If I choose to move, I understand that a written notice to both the landlord and BCHA is required. I understand that I may not move to a new unit if I owe monies to a previous landlord or am not in compliance with a repayment agreement.

- **ELECTIVE MOVES:** BCHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within its jurisdiction or outside it under portability. BCHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in BCHA's jurisdiction. BCHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control. If I desire to move while contracted in a lease, I must, first contact my caseworker for approval.

- **SECURITY DEPOSIT.** I understand that, upon moving into a new unit, a landlord may collect a security deposit, and that it is my responsibility to make sure that I anticipate and budget for this expense.

DRUG-RELATED CRIMINAL ACTIVITY/ABUSE OF ALCOHOL/VIOLENT CRIMINAL ACTIVITY.
I understand that no member of my household may engage in any drug-related ("controlled substances") activities, abuse of alcohol or any violent criminal activity.

Currently Engaged in is defined as any use of any controlled substances other than methamphetamines during the previous six months. Methamphetamine use will be considered as current within the previous twelve months.

Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use of, possession with intent to sell, distribute, or use a controlled substance. Tenant can be held responsible for any guests engaging in any drug or criminal activity.

Abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises may also result in termination of housing assistance.

Violent criminal activity is defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

I understand that BCHA will disclose information concerning Methamphetamine use and unit contamination with all relevant individuals and agencies.

BACKGROUND REPORTS. I authorize, through my signature, that BCHA may check police records at any time(s) during my participation in program.

- BCHA will consider all credible evidence, including but not limited to, any record of arrests, and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

BEHAVIOR TOWARD BCHA PERSONNEL. I understand that any abusive or violent behavior towards any BCHA staff member may result in termination of my rental assistance, or denial of my application for assistance.

FRAUD, BRIBERY, CRIMINAL ACTS. I understand that I may not sublease or sublet my unit, and that I am not allowed to assign the lease or transfer the unit. I may not own or have any interest in the unit and may not rent from a family member unless a reasonable accommodation has been granted. Members of my household may not receive a Housing Choice Voucher while receiving another housing subsidy, either for the same or another unit.

BY SIGNING THIS FORM:

I certify that the information given to BCHA based on income, family size, assets, allowances, and deductions to be true and correct to the best of my knowledge and belief.

I understand that providing false information or making false statements are grounds for termination of housing assistance and punishable under federal law.

I understand that I or anyone in my family is a person with a disability and require a specific accommodation to full participate in the HCV program I may request an accommodation by notifying my caseworker.

I have read the family obligations listed on the voucher and included here. I agree to these terms and understand that failure to comply may result in termination from the Housing Choice Voucher Program.

Signature Head of Household «	Date	Signature Spouse/Other Adult	Date
Signature Other Adult	Date	Signature Other Adult	Date

FINAL ELIGIBILITY

After you receive initial approval for the program, you will be required to submit additional documentation to BCHA staff to claim your residency, income, assets, and child care and medical expenses, as applicable.

Please review the following list to make sure you provide appropriate documentation:

Identification Documentation:

- ☐ Valid Colorado picture ID
- ☐ Social Security cards for all household members
- ☐ Birth certificates for all household members
- ☐ Verification of Disability (if applicable), such as evidence of receipt of Social Security Disability Income (SSDI)
- ☐ Proof of Lawful Presence in the U.S. – Each participating household must complete a Section 214 Verification form provided by BCHA

Income Documentation: The total income for your household must be reported to your Case Manager. Income from minors (from employment and other sources) must also be reported, although may be considered exempt in the household calculation.

- ☐ Third-party employment income verification form (provided by staff)
- ☐ Wages, tips, overtime pay and bonuses
- ☐ Income from the operation of a business
- ☐ Income from assets
- ☐ Social Security income
- ☐ Unemployment income
- ☐ Child support and maintenance documentation
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Financial contributions from family and friends
- ☐ Earnings from a Trust account
- ☐ Aid to the Needy and Disabled (AND)
- ☐ Student financial aid
- ☐ If you have zero income, you will be required to complete a form on a monthly basis, stating how your day-to-day expense needs are met. It is your responsibility to request this form from your Case Manager.

Asset Documentation: All household assets must be reported to your Case Manager. An asset is something that has a monetary value, such as cash, savings account, stock in a company, a house or a parcel of land.

- ☐ Savings, checking and money market account statements
- ☐ Investment documentation including, but not limited to, those for stocks, bonds, mutual funds, certificates of deposit (CDs), Individual Retirement Accounts (IRAs), Keogh accounts
- ☐ Life insurance policies that have a cash value
- ☐ Real property, personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc.
- ☐ Employer pension and retirement funds
- ☐ Annuities, trusts

Child Care Expense documentation: Expenses for child care that is used while at work, looking for work, and/or furthering education of the head of household:

- ☐ Third-party child care expense verification form (provided by staff)
- ☐ Expense form provided by the child care provider

Medical Expense Documentation: Expenses for medical payments, prescriptions, equipment and mileage may be used for those participants identified by BCHA as meeting the definition of "disabled." All medical payments must be submitted as a receipt, for previously-paid expenses; over-the-counter items must be submitted with doctor-prescribed documentation; and mileage must coincide with all doctor's appointments.

- ☐ Prescriptions, doctor appointment co-payments, dental expenses, vision expenses
- ☐ Mileage to and from medical appointments

A FEW NOTES...

- All information presented must be truthful, and all applicable documentation must be submitted. Staff will confirm the income and asset information you provide with other Federal, State or local governments, and with private agencies through HUD's Enterprise Income Verification system as outlined in the **What You Need to Know about EIV**.

- Providing false information and documentation is fraud, and may result in termination of your existing and future assistance, eviction, repayment requirements and fines, and/or imprisonment. For more information about the definition of fraud, as it pertains to the program, and the penalties for committing fraud, please refer to the "Fraud" section in this packet.

- You will be required to update your income, assets and approved expenses in your annual recertification meeting with your case manager.

APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS... IS FRAUD WORTH IT?

Do You Realize...

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

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

Do You Know.....

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

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

So Be Careful!

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

- All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.
- Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.
- Any increase in income, such as wages from a new job or an expected pay raise or bonus.
- All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.
- All income from assets, such as interest from savings and checking accounts, stock dividends, etc.
- Any business or asset (your home) that you sold in the last two years at less than full value.
- The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.
- (Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or re-certification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1 -800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at: HUD OIG Hotline, GFI 451 7th Street, SW Washington, DC 20410

VOUCHER ISSUANCE

Now that you have been approved, you will be issued a Housing Choice Voucher. The voucher identifies your approved unit size, the issue date and expiration, and explanation the requirements. After you sign your Voucher, you will be provided with a copy.

The bedroom size on your voucher is based on the number of individuals in the household and explained in the following chart:

VOUCHER SIZE	MIN. # HOUSEHOLD MEMBERS	MAX. # HOUSEHOLD MEMBERS
1-BR	1	3
2-BR	2	5
3-BR	4	7
4-BR	6	9
5-BR	5	11

BCHA will consider granting exceptions to the subsidy standards for a family who requests a reasonable accommodation based on their disability. These requests must be made and are approved on annual basis.

Voucher Expiration

- Once you receive your voucher, you will need to find a place to live within 60 days or it will expire, and you may lose it
- It is your responsibility to track the term of your Voucher
- If you do not submit your Request for Tenancy Approval (RFTA) form within your Voucher term of 60 days and have not been granted an extension, your Voucher will expire

Requests for Extensions

- If you need more than 60 days to find housing, you can request, in writing, two 30-day extensions.
- Included with this Briefing Packet is a **Housing Search Tracking Form**. You must complete this form along with your request in writing, explaining your need for an extension.
- If you do not submit the request in writing, along with the Housing Search Tracking Form within the Voucher term, your Voucher will expire
- Extensions are not guaranteed

PORTABILITY

BCHA POLICY

If neither the Head of Household nor the spouse or Co-Head of an applicant family had a domicile (legal residence) in BCHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in BCHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.

If you are considering such a move, you MUST first:

- Notify your case manager
- Sign a new voucher
- Provide the housing authority name, address, phone and fax numbers, and the person in charge of portability from the jurisdiction to which you wish to move
- Notify current landlord with a 30-day written notice of move out and copy to BCHA
- You must be in good standing with BCHA (not owing BCHA money, etc.)

BCHA will then fax the portability packet to the out of jurisdiction Housing Authority. The portability packet includes the Family Request for Portability form, required HUD forms (form 52665 and 50058), a copy of the voucher, birth certificates, and Social Security cards. On your arrival at your new location, you must contact the receiving housing authority for further appointments and instructions before looking for a new unit.

Other Housing Opportunities

Voucher families are encouraged to search for housing within the PHA's jurisdiction that includes areas of low poverty concentration. Moving from an area with a high poverty concentration to an area with a lower poverty concentration may provide advantages for families. However, finding housing in these areas that fall within BCHA's current payment standards may be more difficult.

Advantages that may appeal to families who consider moving to a lower-poverty neighborhood may include:

- Increased safety in lower-crime neighborhoods;
- Relocation from drug-trafficking areas;
- Improved schools for children;
- Proximity to jobs or job opportunities;
- Better-quality housing; and
- More responsive owners.

When considering a move, whether through Portability, to move to an area with less poverty concentration, or for other reasons, please keep in mind the costs of moving (e.g., security deposits, rental truck, storage, etc) and of obtaining transportation, proximity to work and school, finding day care, and other services in new neighborhoods. Please ask your Case Manager about resources to help make your move more successful.

http://www.hud.gov/offices/adm/hudclips/guidebooks/7420.10G/7420g02GUID.pdf

FINDING A PLACE TO LIVE

It is time to find a place to live. Remember, your voucher requires that you lease up within 60 days. Things to Consider During Your Search

- ☐ Look for rental units through the **BCHA Landlord List**, the newspaper and online, Housing Helpers, and neighborhood drives. BCHA also owns and manages properties; vacancies are listed on its website.
- ☐ The property should be located within the boundaries of Boulder County and Broomfield. Boulder County jurisdictions include Boulder, part of Erie, Jamestown, Lafayette, Longmont, Louisville, Lyons, Nederland, Superior and Ward, and those in Unincorported Boulder County include Allenspark, Caribou, part of Coal Creek, Eldorado Springs, Gold Hill, Gunbarrel, Hygiene and Niwot.
- ☐ If you are looking for a (handicapped) accessible unit, please contact your case manager
- ☐ Consider the location of the property as it relates to any needs you may have for public transportation, your employment, schools, shopping, etc.
- ☐ Look for properties that contain the approved number of bedrooms that is written on your Housing Voucher (unless otherwise approved by staff)
- ☐ Make sure the rent amount listed is less than the **Payment Standard** for the location (Boulder County or Broomfield) and the number of bedrooms listed on your housing voucher
- ☐ Make sure you understand which utilities you will be required to pay. You will receive a **Utility Allowance** to offset payments for those utilities for which you are responsible
- ☐ Make sure the unit is in good condition; if it will not pass an inspection for health and safety, the unit may not be approved by BCHA
- ☐ If you (plan to) have a pet, confirm that pets are allowed and find out whether a pet deposit will be required
- ☐ Review Fair Housing information (see "Fair Housing and Housing Discrimination" section of this packet), to understand and identify housing discrimination

Once You Have Found a Prospective Rental Unit

Give your prospective landlord the **Request for Tenancy Approval (RFTA)** form to complete and return to BCHA. This form requests information regarding the housing unit including, but not limited to, location, rent amount for the property (and for other comparable properties the landlord may own), the type of utilities for the property and the designation of which utilities the tenant(s) is responsible for, and bedroom size.

After BCHA Staff Receives the RFTA

Staff will review the RFTA to make sure it meets BCHA requirements, including such conditions as property location, rent amount, bedroom size, and rent comparisons (with other similar properties in the neighborhood). If it meets the program's conditions, then staff will 1) let you know (and inform you of your portion of the rent payment), 2) schedule an inspection appointment with the landlord.

After Initial Approval

At the inspection, staff and/or a contractor will make sure that the unit meets HUD's Housing Quality Standards (page 18), which defines the requirements for safe, healthy and comfortable housing. During the inspection, staff will look at items such as the building exterior, plumbing, heating and electrical systems; windows and exits; and make sure the unit is safe, clean, and in good condition. If repairs are needed, the tenant will not be allowed to rent the unit unless/until the required repairs have been made and the unit passes inspection. The housing unit will be inspected each year, as a part of the annual recertification process.

Additionally, if the property is built before 1978, it must abide by Lead-Based Paint guidelines (page 19). After Approval

Your new landlord will be required to sign a **Housing Assistance Payment Contract (HAP)**, the agreement between BCHA and the landlord, a W-9 tax form, and a document verifying their preference for receiving their payments (via direct deposit or check). Your landlord will also be required to sign a lease agreement with you, and return a copy to BCHA.

REASONABLE ACCOMMODATION

In accordance with federal Fair Housing laws, Boulder County Housing Authority is committed to ensuring that all of our housing applicants and participants, including people with disabilities, have equal access to our program, which may require a modification to our policies and procedures.

An "accommodation" is defined as a change in our policies or procedures; a repair or change in your apartment; a repair or change to some other part of the property; or a change in the way we communicate with you. A request is considered "reasonable" if it does not create an undue administrative and financial burden for us, and if it does not change the fundamental nature of our program.

A reasonable accommodation may include one of the following, although other requests will be considered:

- Physically altering the unit to make it accessible for a person who uses a wheelchair;
- Installing strobe-type flashing light smoke detectors in a unit so that a person with a hearing impairment can be notified through sight in an emergency;
- Making a sign language interpreter available to an applicant or tenant during an interview or meetings with staff;
- Additional bedroom size unit;
- Renting from a relative;
- A live-in aide that is required to sleep in the unit;
- Need to live near services or caregivers;
- Require a service/companion animal;
- Extension or reinstatement of voucher;
- Waiver of any deadline to request an appeal of a decision regarding housing assistance; or
- Waiver or change in any Boulder County Housing policy or procedure

If you would like to request a Reasonable Accommodation because of a disability, you will be asked to complete some forms and return them to your Case Manager, who will then forward it to the appropriate committee to review the request and make their recommendation. Please note that one of these forms requires completion and a signature from the physician/health care provider.

You will need to complete a new request, and gain approval, each year for as long as you require the accommodation.

FAIR HOUSING AND HOUSING DISCRIMINATION

Fair Housing Law
Both Colorado state and federal laws prohibit discrimination in housing based on:

- Race
- Color
- Creed (state only)
- Religion
- National Origin
- Ancestry (state only)
- Sex
- Sexual Orientation (incl. transgender status) (state only)
- Disability
- Familial Status: families with children under the age of 18 or a pregnant woman
- Marital Status (state only)
- Retaliation for engaging in a civil rights protected activity

Discriminatory Housing Practices Prohibited by Fair Housing Laws

- Refusing to show, rent, lease, sell or transfer housing
- Imposing unequal terms, conditions or fees on housing applicants
- Using discriminatory terms and conditions with persons seeking to obtain loans for housing, or loans secured by housing, such as higher interest rates or points
- Segregating or separating persons according to their protected class status
- Honoring covenants that deny housing to members of protected classes
- Advertising discriminatory housing preferences or limitations
- Retaliating against an employee or agent because that person adheres to fair housing laws
- Harassing, threatening or intimidating anyone because of his/her race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, disability, or familial status (families with children under the age of 18 or a pregnant woman)
- Harassing, threatening, intimidating or in any other way discriminating against someone because that person exercised his or her fair housing rights, filed a housing discrimination complaint, assisted someone else in filing a discrimination complaint or participated or testified in a fair housing investigation

Additional Protections for Persons with Disabilities

- Refusing to make reasonable accommodations in rules, policies, practices and services that would provide persons with disabilities equal use and enjoyment of the premises.
- Refusing to permit persons with disabilities to modify existing housing at their own expense
- Building new apartments, townhouses or condominiums that are not accessible to persons with disabilities

What is the time limit for filing a complaint?
The statute of limitations is one year from the date of the alleged discriminatory act.

Filing a Complaint
The Colorado Civil Rights Division is a neutral investigatory agency and does not represent either party. The Colorado Civil Rights Division (CCRD) drafts the complaint.

- No cost to complainant
- No attorney required

The complaint is served on the Respondent and CCRD requests a response to the charge from the Respondent.

CCRD receives the Respondent's position statement and documentation.
If both parties are interested, CCRD may attempt mediation or settlement discussion in order to resolve the complaint.

The Complainant has an opportunity to respond to the Respondent's information and provide information to support his/her claim.

If the facts do not support a finding of probable cause, the case is dismissed. The Complainant may have the opportunity to appeal the decision to the Colorado Civil Rights Commission. If the facts support the complaint, the Division makes a probable cause finding.

If probable cause is found, the Division will attempt to conciliate the case. Participation by both parties in the conciliation process is mandatory. If conciliation is successful, the case will be closed with a settlement. If conciliation is not successful, the case may be taken to public hearing.

Possible outcomes from conciliation or hearing include:

- Training in fair housing for Respondents
- Access to housing
- Damages

The Complainant has the option at any time of filing a lawsuit in state or federal district court with the services of his/her own attorney.

For more information and/or to file a complaint, please contact:

Colorado Civil Rights Division
Department of Regulatory Agencies
1560 Broadway, Suite 1050
Denver, Colorado 80202
303.894.2997/800.262.4845 telephone
303.894.7830 fax
V/TDD: Dial 711 for Relay Colorado
www.dora.state.co.us/civil-rights

PUBLIC NOTICE
POLICY OF NON-DISCRIMINATION ON THE BASIS OF HANDICAPPED STATUS

The Housing Authority of the County of Boulder, Colorado does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Boulder County Housing Authority
PO Box 471
Boulder, CO 80306-0471

Telephone Number: 720/564-2274
Relay Colorado: 1-800-659-2656 (TDD)

Norrie Boyd, Deputy Director for Boulder County Housing Authority, has been designated to coordinate compliance with non-discrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988)

Housing Discrimination Complaint

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

OMB Approval No. 2529-0011

Please type or print this form

Public Reporting Burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Read this entire form and all the instructions carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the HUD State Office covering the State where the complaint arose (see list on back of form), or any local HUD Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

This section is for HUD use only.

Number	(Check the applicable box)	Jurisdiction	Signature of HUD personnel who established Jurisdiction
	☐ Referral & Agency (specify)	☐ Yes ☐ No	
Filing Date	☐ Systemic	☐ Additional Info	
	☐ Military Referral		

1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr., Mrs., Miss, Ms.) | Home Phone | Business Phone

Street Address (city, county, State & zip code)

2. Against Whom is this complaint being filed? (last name, first name, middle initial) | Phone Number

Street Address (city, county, State & zip code)

Check the applicable box or boxes which describe(s) the party named above:

☐ Builder ☐ Owner ☐ Broker ☐ Salesperson ☐ Supt. or Manager ☐ Bank or Other Lender ☐ Other

If you named an individual above who appeared to be acting for a company in this case, check this box ☐ and write the name and address of the company in this space:

Name: | Address

Name and identify others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? Check all that apply and give the most recent date these act(s) occurred in block No. 6a below.

☐ Refuse to rent, sell, or deal with you
☐ Falsely deny housing was available
☐ Engage in blockbusting
☐ Discriminate in broker's services
☐ Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities
☐ Advertise in a discriminatory way
☐ Discriminate in financing
☐ Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law
☐ Other (explain)

4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check all that apply.

☐ Race or Color
- ☐ Black
- ☐ White
- ☐ Other

☐ Religion (specify)

☐ Sex
- ☐ Male
- ☐ Female

☐ Handicap
- ☐ Physical
- ☐ Mental

☐ Familial Status
- ☐ Presence of children under 18 in the family
- ☐ Pregnant female

☐ National Origin
- ☐ Hispanic
- ☐ Asian or Pacific Islander
- ☐ American Indian or Alaskan Native
- ☐ Other (specify)

5. What kind of house or property was involved?
- ☐ Single-family house
- ☐ A house or building for 2, 3, or 4 families
- ☐ A building for 5 families or more
- ☐ Other, including vacant land held for residential use (explain)

Did the owner live there?
- ☐ Yes
- ☐ No
- ☐ Unknown

Is the house or property
- ☐ Being sold?
- ☐ Being rented?

What is the address of the house or property? (street, city, county, State & zip code)

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment.
Note: HUD will furnish a copy of the complaint to the person or organization against whom the complaint is made.

6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved)

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct. | Signature & Date

What Does the Fair Housing Amendments Act of 1988 Provide?

The Fair Housing Act declares that it is national policy to provide fair housing throughout the United States and prohibits eight specific kinds of discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, handicap, familial status or national origin.

1. Refusal to sell or rent or otherwise deal with a person.
2. Discriminating in the conditions or terms of sale, rental, or occupancy.
3. Falsely denying housing is available.
4. "Blockbusting"—causing person(s) to sell or rent by telling them that members of a minority group are moving into the area.
6. Discrimination in financing housing by a bank, savings and loan association, or other business.
7. Denial of membership or participation in brokerage, multiple listing, or other real estate services.
8. Interference, coercion, threats or intimidation to keep a person from obtaining the full benefits of the Federal Fair Housing Law and/or filing a complaint.

What Does the Law Exempt?

The first three acts listed above do not apply (1) to any single family house where the owner in certain circumstances does not seek to rent or sell it through the use of a broker or through discriminatory advertising, nor (2) to units in houses for two-to-four families if the owner lives in one of the units.

What Can You Do About Violations of the Law?

Remember, the Fair Housing Act applies to discrimination based on race, color, religion, sex, handicap, familial status, or national origin. If you believe you have been or are about to be, discriminated against or otherwise harmed by the kinds of discriminatory acts which are prohibited by law, you have a right, within 1 year after the discrimination occurred to:

1. **Complain to the Secretary of HUD** by filing this form by mail or in person. HUD will investigate. If it finds the complaint is covered by the law and is justified, it will try to end the discrimination by conciliation. If conciliation fails, other steps will be taken to enforce the law. In cases where State or local laws give the same rights as the Federal Fair Housing Law, HUD must first ask the State or local agency to try to resolve the problem.
2. **Go directly to Court** even if you have not filed a complaint with the Secretary. The Court may sometimes be able to give quicker, more effective, relief than conciliation can provide and may also, in certain cases, appoint an attorney for you (without cost).

   You Should Also Report All Information about violations of the Fair Housing Act to HUD even though you don't intend to complain or go to court yourself.

   Additional Details. If you wish to explain in detail in an attachment what happened, you should consider the following:

   1. If you fee that others were treated differently from you, please explain the facts and circumstances.
   2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
   3. If you have made this complaint to other government agencies or to the courts, state when and where and explain what happened.

Racial/Ethnic Categories

1. **White (Non Hispanic)**—A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **Black (Non Hispanic)**—A person having origins in any of the black racial groups of Africa.
3. **Hispanic**—A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
4. **American Indian or Alaskan Native**—A person having origins in any of the original peoples of North America, and who maintains, cultural identification through tribal affiliation or community recognition.
5. **Asian or Pacific Islander**—A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

You can obtain assistance (a) in learning about the Fair Housing Act, or (b) in filing a complaint at the HUD Regional Offices listed below:

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

NEW ENGLAND OFFICE ***(Marcella_Brown@hud.gov)***

Fair Housing Enforcement Center
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 and New York

New York/New Jersey Office (Stanley_Seidenfeld@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927

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

MID-ATLANTIC OFFICE ***(Wanda_Nieves@hud.gov)***

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 656-0662 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450

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

SOUTHEAST/CARIBBEAN OFFICE
(Gregory_L._King@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2806
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654

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

MIDWEST OFFICE (Barbara_Knox@hud.gov)
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143

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

SOUTHWEST OFFICE *(Thurman G. Miles@hud.gov or Garry_L._Sweeney@hud.gov)*

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

GREAT PLAINS OFFICE *(Robbie_Herndon@hud.gov)*

Fair Housing Enforcement Center
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:

ROCKY MOUNTAINS OFFICE *(Sharon_L._Santoya@hud.gov)*

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
633 17th Street
Denver, CO 80202-3690
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248

For Arizona, California, Hawaii, and Nevada:

PACIFIC/HAWAII OFFICE *(Charles_Hauptman@hud.gov)*

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Phillip Burton Federal Building and U.S. Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102-3448
Telephone (415) 436-8400 or 1-800-347-3739
Fax (415) 436-8537 • TTY (415) 436-6594

For Alaska, Idaho, Oregon, and Washington:

NORTHWEST/ALASKA OFFICE *(Judith_Keeler@hud.gov)*

Fair Housing Enforcement Center
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 (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

Privacy Act of 1974 (P.L. 93-579)

Authority: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430).

Purpose: The information requested on this form is to be used to investigate and to process housing discrimination complaints.

Use: The information may be disclosed to the United States Department of Justice for its use in the filing of pattern or practice suits of housing discrimination or the prosecution of the person who committed the discrimination where violence is involved; and to state or local fair housing agencies which administer substantially equivalent fair housing laws for complaint processing.

Penalty: Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.

For further information call the Toll-free Fair Housing Complaint Hotline 1-800-669-9777.
Hearing Impaired persons may call (TDD) 1-800-927-9275.

RENT PAYMENTS

After your income and asset paperwork have been submitted and you are officially approved for the program, you will be assigned a BCHA Case Manager to whom you should address any questions and concerns about the process from this point forward.

Your portion of rent is based on the following factors:

- The rent amount – This amount cannot be above the payment standard when you first move in.
- Your income - The program requires that tenants' pay no more than 40% of their income toward their rent and utilities.
- Your eligible expenses – Program participants defined as having a "disability" as defined by the program, will be able to deduct certain medical expenses. Household with eligible child care expenses may deduct those from their rent.
- Your household makeup – Households with members under 18 years of age or over age 18 and a full-time student may be eligible for a $480 adjustment in their rental calculation. A heads of household who is elderly and/or disabled may be eligible for a $400
- Your utility allowance – You will be required to pay for all utilities that you are responsible for, as outlined in your lease agreement. You will also be provided a utility allowance to help pay for those utilities.

Based on the factors above, your rent may change occasionally throughout your lease terms. In these cases, you and your landlord will be informed any changes in writing.

The following is a rent calculation worksheet which will provide an estimate of your rent portion:

Income		
1	Insert your gross (before taxes) annual income	
Common Adjustments		
2	Number of household members that are under age 18 or are a full-time student	
3	Line 2 multiplied by $480	
4	Insert $400 if the head of household, co-head or spouse is elderly or disabled	
5	Total amount of adjustments (add lines 3 & 4)	
6	Adjusted income – Line 1 minus Line 5	
Calculating Total Tenant Rental Portion		
7	Monthly Income (Line 1 divided by 12)	
8	10% of monthly income (Line 7 multiplied by .1)	
9	Monthly adjusted income (Line 6 divided by Line 12)	
10	Line 9 multiplied by .3	
11	Tenant minimum rent	$50
12	Estimated total tenant rent payment (larger number of lines 8, 10, 11)	

RECERTIFICATIONS – ANNUAL AND INTERIM

Annual Recertifications

You, and all program participants, are required to meet with their Case Manager annually to submit current household income and asset documentation, review your responsibilities, sign program paperwork, and answer questions. You will be notified of your meeting date and location via mail approx. 3 months prior to your anniversary date. The letter will also list paperwork you will need to bring to the meeting and documents you will need to sign prior to the meeting.

The meeting is generally held in an office located near your home and it is your responsibility to make sure you are available and able to attend. If you require a reasonable accommodation, such as a home visit, to participate in this, due to issues such as medical issues and transportation, you may request one with advanced notice.

At this meeting, your Case Manager will check-in on your current housing situation, let you know of any changes to rent that may be proposed by your current landlord, and inform you of any program updates. This is also a good opportunity for you to pose any questions or concerns about the program; provide information about any changes you may foresee to your household composition, income/employment status, etc.; and your interest in staying in or moving from your current unit.

To this meeting, you must bring the following, as applicable to your household:

- All household members over age 18
- All documentation mailed to you to sign
- Income documentation for all household members over age 18 (i.e., 1 month worth of paystubs, Social Security documentation, child support)
- Asset documentation for each household member with financial/bank accounts
- Child care expense documentation from your child care provider
- School verification for household members over 18 who attend(s) school
- Medical expense receipts (if you are eligible to submit) (i.e., receipts for paid medical appointments, over-the-counter items, prescription printouts)

Note: please bring copies of all documents you want to keep for your files.

Again, this meeting is a requirement of the program. To continue receiving rental assistance, you must attend this appointment, even if it means rearranging your schedule. If you must reschedule, please contact your Case Manager in a timely manner to reschedule. Otherwise, your Case Manager will assume that you are no longer interested in housing assistance and will send you a cancellation notice.

Interim Recertifications

Program participants must notify their Case Manager of any change in household income or family composition within 10 days of its occurrence. These changes in income or composition are likely to result in a change to your rent payments.

These changes may include:

- Changes to employment income, unemployment benefits, Social Security, child support and/or maintenance, Social Services benefits
- Changes to child care expenses
- Birth of a child
- Marriage/Divorce
- Significant Other moving in to the household
- Household Member/Significant Other leaving the household

You must notify your Case Manager of any changes to income and household composition by sending any and all documentation verifying the changes on or before the 20th of the month. It may benefit you to contact your Case Manager to confirm that they have received all required documentation.

When you report a change that decreases your rent, the new payment will be effective the first of the month following when the change was reported in writing. For example, if you report a documented decrease in your income on May 15, the decrease in your rent would be effective June 1.

When you report a change that increases your rent, you will be given at least 30 days' notice of any increase in your rent. For example, if you report a documented increase in your income on May 15, the increase in your rent would be effective July 1.

If you fail to an increase in income by the required timeline, you may be subject to repayment. If you fail to disclose a decrease in income by the required timeline, you will not benefit from the possible decrease in rent that may result from your lower income.

HOME SAFETY – ANNUAL INSPECTIONS AND SAFETY ISSUES

The U.S. Department of Housing and Urban Development (HUD) requires that we conduct a Housing Quality Standards (HQS) inspection on your rental unit annually.

This inspection requires your participation in the following ways:
- You (or a responsible adult over age 18, such as a family member, neighbor, friend) must be present and available for the inspection
- Plan to be at home 15 minutes before and after the scheduled time and throughout the inspection
- Allow 10-15 minutes for the inspection to be completed

Your unit is inspected only one time per year, so it is important for you to arrange your schedule (including work, conflicting appointments, etc.) to meet this requirement. Incomplete inspections will lead to termination of housing assistance.

In the event of an emergency which will prevent you or an eligible family member (friend, neighbor, etc.) to comply with the scheduled inspection, you MUST contact your Case Manager at least two days before the scheduled inspection. Also, please note that if you are a tenant in a Housing Authority-owned property, BCHA staff and/or its contractors will enter your unit for the inspection even if you are not present.

The following are some of the major checks that will be covered during your annual inspection:

Windows and Doorways
- You must be able to access and maintain your rental property
- The windows must not be damaged or missing
- All ground floor windows must come with locks
- All windows must have screens or curtains
- All doors leading to outside must come with locks and deadbolts

Flooring, Ceilings and Walls
- The flooring, walls and ceilings must not have any serious defects such as serious bulging, sagging, large cracks, loose surface or other major damages
- The flooring must not have any serious damages and cracks that will cause someone to trip and fall
- The ceiling and roof must not have any leaks. Stained ceilings are often a tell-tale sign of leakage
- The paint on the inside walls of your rental property must not be peeled or chipped

Plumbing and Sanitation
- Your rental property has to contain a fixed water basin, flushing toilet and shower/bath tub
- There must be no plumbing and water leaks
- There has to be hot and cold running water in both the bathroom and kitchen
- The bathroom must have either a window or exhaust fan

Lighting and Electrical Fixtures
- There has to be at least 1 working light each in the kitchen and bathroom
- All electrical outlets has to be working and equipped with cover plates
- There must be a working heating system for your rental property

Structural and Fire Safety
- There must be a working smoke detector for every rental unit and on every story of your property
- If there are any stairs and railings, they must be secure
- If you own a rental building, the walkways, porches, lifts and other common areas has to be properly maintained to avoid tenant injury

About Lead-Based Paint

Lead is a highly toxic metal that may cause a range of health problems, especially in young children. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves and blood.

Lead may also cause behavioral problems, learning disabilities, seizures and in extreme cases, death. Some symptoms of lead poisoning may include headaches, stomachaches, nausea, tiredness and irritability. Children who are lead poisoned may show no symptoms.

Both inside and outside the home, deteriorated lead-paint mixes with household dust and soil and becomes tracked in. Children may become lead poisoned by:

- Putting their hands or other lead-contaminated objects into their mouths,
- Eating paint chips found in homes with peeling or flaking lead-based paint, or
- Playing in lead-contaminated soil

What can you do?

If your home was built before 1978:

- Wipe down flat surfaces, like window sills, with a damp paper towel and throw away the paper towel,
- Mop smooth floors (using a damp mop) weekly to control dust,
- Take off shoes when entering the house
- Vacuum carpets and upholstery to remove dust,
- If possible, use a vacuum with a HEPA filter or a "higher efficiency" collection bag,
- Pick up loose paint chips carefully with a paper towel and discard in the trash, then wipe the surface clean with a wet paper towel,
- Take precautions to avoid creating lead dust when remodeling, renovating or maintaining your home,
- Test for lead hazards by a lead professional. (Have the soil tested too).

For your child:

- Have your child's blood lead level tested at age 1 and 2. Children from 3 to 6 years of age should have their blood tested, if they have not been tested before and:
    1. They live in or regularly visit a house built before 1950,
    2. They live in or regularly visit a house built before 1978 with on-going or recent renovations or remodeling
    3. They have a sibling or playmate who has or did have lead poisoning
- Frequently wash your child's hands and toys to reduce contact with dust,
- Use cold tap water for drinking and cooking
- Avoid using home remedies (such as *arzacon*, *greta*, *pay-loo-ah*, or *litargirio*) and cosmetics (such as kohl or alkohl) that contain lead
- Certain candies, such as *tamarindo* candy jam products from Mexico, may contain high levels of lead in the wrapper or stick. Be cautious when providing imported candies to children
- Some tableware, particularly folk terra cotta plates and bowls from Latin America, may contain high levels of lead that can leach into food.

The above information was taken from the U.S. Department of Housing and Urban Development (HUD) website: http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead

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GUIDE TO INFORMAL HEARINGS FOR PARTICIPANTS

This Guide outlines the basic procedures for informal hearings for participants as governed by applicable law, regulations and the Boulder County Housing Authority Section 8/Housing Choice Voucher Administrative Plan (the "Plan"). It is meant as a guide only and if any provision of this Guide conflicts with the Plan, the Plan supersedes this Guide.

A copy of the Plan is available at the following URL, or you may request a copy at the Front Desk at the address listed above: www.bouldercountyhousing.org under "Housing Choice Vouchers" and then "Plans".

1. **Scheduling of a Hearing**

   a. **How to Request a Hearing**: A request for an informal hearing must be made in writing and delivered to Boulder County Housing Authority ("BCHA") staff either in person or by first class mail, by the close of business, no later than 10 business days from the date of BCHA's decision or notice to terminate assistance.

   b. **Scheduling**: After receiving a proper request, BCHA will schedule and send written notice of the informal hearing to the family within 10 business days of the family's written request.

   c. **Rescheduling:** 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 verbally or in writing prior to the hearing date. At its discretion, staff may request documentation of the "good cause" prior to rescheduling the hearing.

   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 staff within 24 hours of the scheduled hearing date, excluding weekends and holidays. BCHA 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 a disability.

2. **Documents to be Used at the Hearing (Discovery)**

   a. All documents upon which BCHA will rely for the hearing will be made available to the family for pickup 2 business days in advance of the hearing. If

BCHA does not make the document(s) available for examination on request of the family, then BCHA may not rely on the document at the hearing.

b. The family must also submit any documents that are directly relevant to the hearing. All documents must be made available to BCHA for review no later than 2 business days in advance of the hearing. BCHA will be allowed to copy any such document at its expense. If the family does not make the document(s) available for examination, the family may not rely on the document at the hearing.

3. Representation of the Family and Right to Counsel

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

4. The Hearing Officer

a. The hearing will be conducted by a Hearing Officer. A Hearing Officer is a person or persons designated by BCHA. The Hearing Officer is someone who has not made or approved the decision under review or a subordinate of this person.

b. The Hearing Officer has been trained to serve as a presiding person in housing termination hearings, and will follow the Boulder County Department of Housing and Human Services policies and procedures for hearings.

c. The Hearing Officer will regulate the conduct of the hearing in accordance with BCHA's hearing procedures and the Plan.

5. Presentation of Evidence at the Hearing

BCHA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6. Who May Attend the Hearing

In addition to the Hearing Officer, the following applicable persons may attend:

1. BCHA representative(s) and any witnesses for BCHA;

2. BCHA's legal counsel;

3. The participant and any witnesses for the participant;

4. The participant's counsel or other representative; and

5. Any other person approved by BCHA as a reasonable accommodation for a person with a disability.

7. Conduct at Hearings

The Hearing Officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the Hearing Officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the Hearing Officer.

8. Issuance of Decision

The Hearing Officer must issue a written decision within 10 business days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

A copy of the hearing decision will be furnished promptly to the family.

9. Effect of the Decision

BCHA is not bound by a hearing decision:

a. Concerning a matter for which BCHA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under BCHA's hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.

c. If BCHA determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the determination and of the reasons for the determination.

10. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, BCHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

BCHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit, BCHA may permit the other members of a participant family to continue receiving assistance.

If BCHA seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that BCHA provides notice to the family of BCHA determination to deny or terminate assistance. In determining whether to

terminate assistance for these reasons BCHA will consider evidence of whether the household member:

a. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

b. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

c. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

BOULDER COUNTY HOUSING AUTHORITY

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

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

Protections for Applicants

If you otherwise qualify for assistance under **Boulder County Housing Authority Housing,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

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

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

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

Removing the Abuser or Perpetrator from the Household

BCHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.
If BCHA chooses to remove the abuser or perpetrator, BCHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program,

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

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

BCHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

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

Moving to Another Unit

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

Confidentiality

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

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

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

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

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

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

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

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

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

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

Other Laws

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

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Boulder County Housing Authority or the Denver HUD field office.

For Additional Information

You may view a copy of HUD's final VAWA rule at
https://portal.hud.gov/hudportal/documents/huddoc?id=5720-F-03VAWAFinRule.pdf

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

For questions regarding VAWA, please contact **Boulder County Housing Authority Housing Program Manager at 303.441.3929.**

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 **Safehouse Progressive Alliance for Non-Violence at 303-449-8623 or St. Vrain Safe Shelter at 303-772-4422**.

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

For help regarding sexual assault, you may contact **Safehouse Progressive Alliance for Non-Violence at 303-449-8623 or St. Vrain Safe Shelter at 303-772-4422**.

Victims of stalking seeking help may contact **Safehouse Progressive Alliance for Non-Violence at 303-449-8623 or St. Vrain Safe Shelter at 303-772-4422**.

Attachment: Certification form HUD-5382

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

U.S. Department of Housing and Urban Development

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

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

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

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

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

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

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

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

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

2. Name of victim: _____

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

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

_____

5. Residence of victim: _____

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

_____

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

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

_____

10. Location of incident(s): _____

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

_____

_____

_____

_____

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

Signature _____ Signed on (Date) _____

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

DOCUMENTATION VERIFICATION LIST
For Income, Assets, And Medical Expense Reimbursement
for Participants of Boulder County Housing Assistance Programs

The Boulder County Housing Authority is required to obtain independent third-party verification for all income, assets and reimbursements.

TYPE OF INCOME	ACCEPTABLE PROOF
Employment	Provide employer's name and fax number to your Case Manager to send a verification of earning request and/or one month's worth of paystubs, dated within the past 30 days. (Please note that your Case Manager may request additional documentation, such as your most recent tax returns.)
Social Security/Disability/Supplemental	Program staff will be able to access this information.
Pension	Provide statement of income.
Federal Social Services Income, such as TANF (Temporary Aid to Needy Families), OAP (Old Age Pension), AND (Aid to the Needy Disabled), etc.	Social Services income will be provided and verified by Boulder County Human Services Division through a request from your case manager.
Child Support Income	Your Social Security Number will be used to obtain a report form Family Support Registry to verify child support income.
Unemployment Benefits	Provide current documentation from the Unemployment agency, showing the amount received and the time period of receipt.
Trust Accounts	Provide statement of Income.
ASSETS	**ACCEPTABLE PROOF**
Bank Checking Account(s)	Provide 1 of the most current account statement(s), dated within the past 30 days.
Bank Savings Account(s)	Provide 1 of the most current account statement(s), dated within the past 30 days.
Money Market Account(s)	Provide 1 of the most current account statement(s), dated within the past 30 days.
Investment/Retirement Accounts, such as IRAs, Stocks, Mutual Funds, etc.	Provide most current financial statement(s), from the most current quarter.
CHILD CARE EXPENSES	**ACCEPTABLE PROOF**
From licensed child care provider:	Provide child provider's name and fax number to your case manager to send a verification request.
From an unlicensed child care provider (i.e., family member):	Have your child care provider complete a form provided to you by your Case Manager, showing the monthly hours provided and the payment amount. Please note that this form will need to be signed in front of a notary.

MEDICAL EXPENSES	ACCEPTABLE PROOF
Note: The following is applicable for only those residents who have been approved for medical expenses reimbursement. If you have been approved to submit medical expenses, please make sure your documentation is for expenses dates dated from the beginning of last year's recertification appointment month until the current appointment month. (For example, if your recertification appointment is held in Nov 2017, then please collect receipts for Nov 1, 2016 through Oct 31, 2017.) Please make sure to take out all duplicate receipts.	
Doctor Bills Paid	Provide a statement/receipts, showing provider, amounts and dates paid during the appropriate time period.
Hospital Bills Paid	Provide receipts, showing provider, amounts and dates paid.
Prescription Payments	Provide a statement from your pharmacy for the appropriate time period, showing provider, amounts, and dates paid.
Dental Payments	Provide a statement/receipts, showing provider, amounts and dates paid during the appropriate time period.
Vision Payments	Provide a statement/receipts, showing provider, amounts and dates paid during the appropriate time period.
Medical Insurance Payments	Provide a statement showing monthly payments and amounts.
Mileage to Medical Appointments	Provide a list of appointments, showing number of miles and dates. Dates must correlate to medical appointments specified on other receipt documentation.
Non-Prescription Items *Items must be those that are *primarily to prevent or alleviate a physical or mental defect or illness.* Items that are taken to maintain ordinary good health are not eligible for deduction as medical expenses under federal law.	Provide a letter from the provider which is written by the doctor or his authorized staff and signed by him or her, and which details the following for each item claimed as a medical expense • Name or type of item • Quantity/Frequency required • Verification that the reason for the item is to treat a medically diagnosed condition that the doctor has verified and which necessitates the item • Date that the doctor prescribed the item as a specific treatment for the medical diagnosis • For any non-prescription medicines, supplements, vitamins, or herbal remedies, the date on which the doctor recommended the item to the client and verification that the recommendation was made to the client in writing. • For any personal use items (items that are ordinarily used for personal, living, or family purposes), a statement explaining that the item is used to primarily prevent or alleviate a physical or mental defect or illness, and the date that you recommended the item. Letter must also include a general certification that all the items are medically necessary and not merely used for ordinary personal, living, or family purposes.

THE 20TH OF THE MONTH
CUT-OFF-DATE PROCEDURE

In order to have your rent reduced for the next month due to a change in family circumstances either composition (adding/removing a family member) or a decrease in income, all documentation regarding the change must be submitted to your Section 8 Case Manager on or before the 20th day of any month.

1. You must notify this office in writing on or before the 20th of the month of an income or family composition changes.

2. You must also provide written documentation regarding the specific change.
    a. For a decrease in income this can be a letter from the employer showing your last day worked or a copy of your letter of resignation to your employer.
    b. Child support verifications showing a decrease in amount received.
    c. Benefit award letter showing a decrease in benefits for TANF or Social Security.

3. If you call after the 20th of the month to report a change, no changes will be made until the following month and you still must submit written documentation regarding the specific change.

_____ _____

Signature Date

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 04/30/2023.

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

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

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

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

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

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

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

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

Who will have access to the information collected?
This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

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

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

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

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

What do I do if I dispute the debt or termination information reported about me?
If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.
Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.
The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:	**I hereby acknowledge that the PHA provided me with the *Debts Owed to PHAs & Termination Notice*:**
	Signature **Date**
	Printed Name

Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

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

OMB Approval No. 2577- 0169
(Exp. 10/31/2010)

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins). See section by section instructions. Part B
Body of contract
Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be worded exactly as word in the form prescribed by HUD.
However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**
Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**
Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. **Housing Assistance Payment**
Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**
The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. **Contents of Contract**
   This HAP contract has three parts:
   Part A: Contract Information
   Part B: Body of Contract Part
   C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**
   The following persons may reside in the [illegible]. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**
   The initial lease term begins on (mm/dd/yyyy): _____
   The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**
   The initial rent to owner is: $ _____
   During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $_____ per month.
The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. **Utilities and Appliances**

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

Item	Specify fuel type				Provided by	Paid by
Heating	☐ Natural gas	☐ Bottle gas	☐ Oil or Electric	☐ Coal or Other		
Cooking	☐ Natural gas	☐ Bottle gas	☐ Oil or Electric	☐ Coal or Other		
Water Heating	☐ Natural gas	☐ Bottle gas	☐ Oil or Electric	☐ Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

Part B of HAP Contract: Body of Contract

1. **Purpose**
   a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
   b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
   c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
   d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. **Lease of Contract Unit**
   a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
   b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
   c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
   d. The owner certifies that:
      (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
      (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
      (3) The lease is consistent with State and local law.
   e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. **Maintenance, Utilities, and Other Services**
   a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
   b. The owner must provide all utilities needed to comply with the HQS.
   c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
   d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
   e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
   f. The PHA must notify the owner of any HQS defects shown by the inspection.
   g. The owner must provide all housing services as agreed to in the lease.

T[illegible] of HAP Con[illegible]t

a. **Relat[illegible] to le[illegible] term.** The term of the HAP contr[illegible] egins [illegible]e first day of the initial term of the le[illegible] and t[illegible]inates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.
   (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
   (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
   (3) If the family moves from the contract unit, the HAP contract terminates automatically.
   (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
   (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
   (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

(7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. **Provision and Payment for Utilities and Appliances**

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. **Rent to Owner: Reasonable Rent**

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. **PHA Payment to Owner**

a. When paid.

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract**. Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PHA payment to owner**.

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. **Application of payment**. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**.

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner**. If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. **Owner Certification**

During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

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

9. **Prohibition of Discrimination**. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. **Owner's Breach of HAP Contract**

a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. **PHA and HUD Access to Premises and Owner's Records**

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. **Exclusion of Third Party Rights**

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

the contract unit or the premises or with implementation of the HAP contract.

13. **Conflict of Interest**

a. "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, [illegible]wner shall pro[illegible]y and fully disclose such interest to [illegible]PHA and HU[illegible]

f. The conflict of interest prohibit[illegible]under this [illegible]on may be waived by the HUD field o[illegible]for good [illegible]e.

g. No member of or delegate to th[illegible]Congress [illegible]he United States or resident commissioner shall [illegible] admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. **Assignment of the HAP Contract**

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any [illegible]of the household that:

[illegible]Threa[illegible]the right to peaceful enjoyment [illegible]e prem[illegible]by other residents;

[illegible]Threat[illegible]he health or safety of other [illegible]idents[illegible]employees of the PHA, or of [illegible]employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

16. **Written Notices**. Any notice by the PHA or the owner in connection with this contract must be in writing.

17. **Entire Agreement: Interpretation**

a. The HAP contract contains the entire agreement between the owner and the PHA.

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Part C of HAP Contract: Tenancy Addendum

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).

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

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) 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, or stalking.

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

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **Lease: Relation to HAP Contract**

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

10. **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.

11. **Family Move Out**

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

12. **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.

13. **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.

14. **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.

15. **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 change 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.

16. **Notices**

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

17. **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.

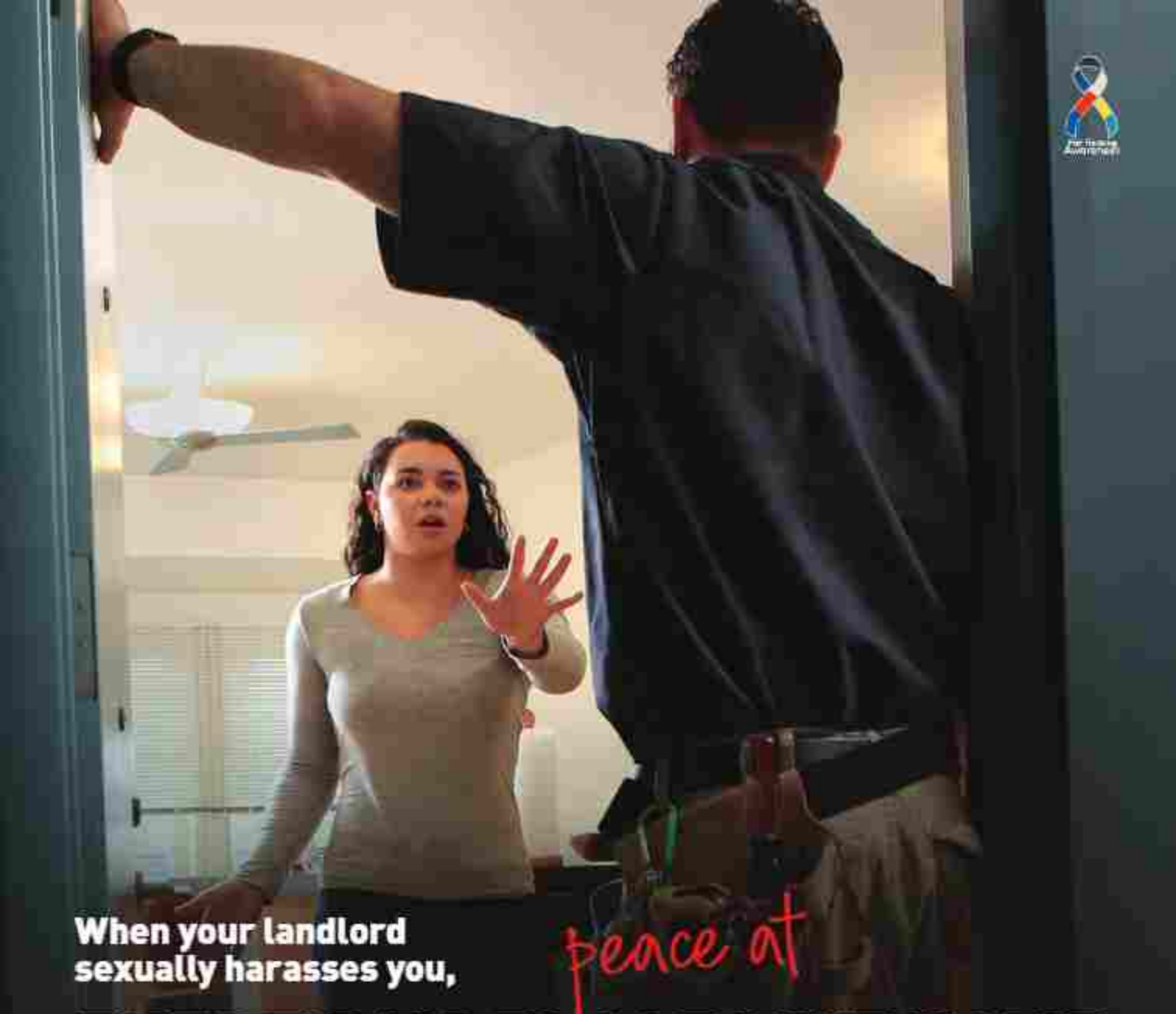
Program. The Section 8 housing choice voucher program.

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.



When your landlord sexually harasses you,

peace of

THERE'S NO ~~PLACE LIKE~~ HOME

Sexual harassment by a landlord, maintenance worker or anyone associated with your property is against the law. The Fair Housing Act protects you from harassment, including someone repeatedly entering your home without permission, making unwelcome sexual advances or refusing to make repairs because you deny sexual favors. If this happens to you, file a housing discrimination complaint.

Go to **hud.gov/fairhousing/sexualharassment**
or call **1-800-669-9777**
Federal Relay Service **1-800-877-8339**

If you fear for your safety, call 911.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NFHA
National Fair Housing Alliance

FAIR HOUSING: THE LAW IS ON YOUR SIDE.

A public service message from the U.S. Department of Housing and Urban Development in cooperation with the National Fair Housing Alliance. The federal Fair Housing Act prohibits discrimination because of race, color, religion, national origin, sex, familial status or disability.

Cuando tu propietario te acosa sexualmente,

paz en

NO HAY ~~LUGAR COMO~~ TU HOGAR

El acoso sexual por parte de un propietario, trabajador de mantenimiento o de otra persona vinculada con tu propiedad de alquiler es ilegal. La Ley de Igualdad de Vivienda te protege del acoso, que incluye personas que entran repetidamente a tu apartamento sin tu permiso, que hacen avances sexuales no deseados o que se niegan a hacer reparaciones porque rechazas favores sexuales. Si esto te sucede, haz una denuncia por discriminación.

Visita **hud.gov/fairhousing/sexualharassment**
o llama al **1-800-669-9777**
Servicio de Retransmisión Federal **1-800-877-8339**

Si temes por tu seguridad, llama al 911.

NFHA
National Fair Housing Alliance

IGUALDAD DE VIVIENDA: LA LEY ESTÁ DE TU LADO.

Un mensaje de servicio público del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos en cooperación con la Alianza Nacional de Igualdad de Vivienda.
La Ley Federal de Igualdad de Vivienda prohíbe la discriminación por motivos de raza, color, religión, nacionalidad, sexo, situación familiar o discapacidad.

HUD's Title VIII Fair Housing Complaint Process

Your fair housing rights are protected under Title VIII of the Civil Rights Act of 1968 (Fair Housing Act). If those rights have been violated, you can file a complaint with HUD. Here is how the process works:

Step 1 - Intake

1. Anyone can file a complaint with HUD at no cost. Fair housing complaints can be filed by any entity, including individuals and community groups. Those that file fair housing complaints are known as complainants. Those against whom fair housing complaints are filed are called respondents.

2. Fair housing complaints can be filed with HUD by telephone (1-800-669-9777), mail, or via the Internet. Follow this link to fill out a fair housing complaint form **online.**

3. After HUD has received the initial information, an intake specialist will contact the complainant and interview him or her to collect facts about the alleged discrimination. Initial interviews are normally conducted by telephone. The intake specialist will then review the allegations to determine whether the matter is jurisdictional.

4. If HUD has the authority to investigate, it will file the complaint. If the allegations do not fall within HUD's jurisdiction, for example if the complaint does not allege housing discrimination, HUD cannot accept the complaint and must close the case.

5. If the alleged discrimination occurred within a state or locality in HUD's Fair Housing Assistance Program*, HUD will refer the complaint to that agency. That agency must begin to work with the

complainant within 30 days, or HUD can take the complaint back.

*All the agencies in the Fair Housing Assistance Program have laws that are substantially equivalent to the federal Fair Housing Act.

Step 2 - Filing

1. If HUD accepts the complaint for investigation, the investigator will draft a formal complaint on HUD's standard form and provide it to the complainant, typically by mail. The complainant must sign the form and return it to HUD.

2. Within 10 days after receipt of a signed complaint, HUD will send the respondent notice that a fair housing complaint has been filed against him or her along with a copy of the complaint. At the same time, HUD will send the complainant an acknowledgement letter and a copy of the complaint.

3. Within 10 days of receiving the notice, the Respondent must submit to HUD an answer to the complaint.

Step 3 - Investigation

1. As part of the investigation, HUD will interview the complainant, the respondent, and pertinent witnesses. The investigator will collect relevant documents or conduct onsite visits, as appropriate.

2. HUD has the authority to take depositions, issue subpoenas and interrogatories, and compel testimony or documents.

Step 4 - Conciliation

1. The Fair Housing Act requires HUD to bring the parties together to attempt conciliation in every fair housing complaint. The choice to conciliate the complaint is completely voluntary on the part of

both parties. Any conciliation agreement signed by HUD must protect the public's interests.

2. If the parties sign a conciliation agreement, HUD will end its investigation and close the case. However, if either party breaches the agreement, HUD can recommend that the U.S. Department of Justice (DOJ) file suit to enforce the agreement.

Step 5 - No Cause Determination

1. If, after a thorough investigation, HUD finds no reasonable cause to believe that housing discrimination has occurred or is about to occur, HUD will issue a determination of "no reasonable cause" and close the case.

2. A complainant who disagrees with that decision can request reconsideration of the case by sending a letter to the Director of the Office of Enforcement, FHEO, 451 7th Street, SW, Room 5214, Washington, DC 20410.

3. Upon receipt of a request for reconsideration, HUD will notify all of the parties that the request has been received and invite them to submit any additional evidence pertinent to the investigation.

4. HUD will review all of the materials from the investigation and any additional evidence that the parties provide.

5. HUD will then inform the parties if the Department has affirmed its finding of "no reasonable cause" or instead has decided to re-open the complaint. If HUD decides to re-open the complaint, it will resume investigation and conciliation. If HUD affirms its finding of "no reasonable cause", HUD can take no further action on the complaint.

6. If the complainant disagrees with HUD's determination that there was no reasonable cause to believe that discrimination occurred or was about to occur, the complainant can file a civil court action in the appropriate U.S. district court.

Step 6 - Cause Determination and Charge

1. If the investigation produces reasonable cause to believe that discrimination has occurred or is about to occur, HUD will issue a determination of "reasonable cause" and charge the respondent with violating the law. HUD will send a copy of the charge to the parties in the case.

2. After HUD issues a charge, a HUD Administrative Law Judge (ALJ) will hear the case unless either party elects to have the case heard in federal civil court. Parties must elect within 20 days of receipt of the charge.

Step 7 - Hearing in a U.S. District Court

1. Within 30 days after either party elects to go to federal court, DOJ will commence a civil action on behalf of the aggrieved person in U.S. district court.

2. If the court finds that a discriminatory housing practice has or is about to occur, the court can award actual and punitive damages as well as attorneys fees.

Step 8 - Hearing before a HUD ALJ

1. If neither party elects, a HUD ALJ will hear the case. An attorney from HUD will represent the aggrieved party before the ALJ.

2. When the ALJ decides the case, the ALJ will issue an initial decision.

3. If the ALJ finds that housing discrimination has occurred or is about to occur, the ALJ can award a maximum civil penalty of $16,000, per violation, for a first offense, in addition to actual damages for the

complainant, injunctive or other equitable relief, and attorneys' fees.

4. Within 15 days of the issuance of the ALJ's initial decision, any party adversely affected by the ALJ's initial decision can petition the Secretary of HUD for review.

5. The Secretary of HUD has 30 days after the initial decision to affirm, modify, or set aside the ALJ's initial decision, or remand the initial decision for further proceedings. If the Secretary does not take any action within 30 days, the decision will be considered the Department's final decision. 6. After the Department has issued a final decision, any party aggrieved by the Department's final decision can appeal to the appropriate court of appeals.

Boulder County Housing Authority
Illegal Drug Policy Manual

Purpose: The residential units owned by the Boulder County Housing Authority (BCHA) are intended to provide a safe place to live and raise families. It is BCHA's intent to maintain a safe and drug-free community, assist families in their progress toward sobriety, stability, and well-being, protect program participants from threats to person and property, and protect BCHA's assets.

This policy consists of four overarching parts to provide a healthy housing environment when combined with BCHA's other policies and rules: 1) testing units for methamphetamine contamination and taking appropriate action; 2) screening applicants use of methamphetamine and other dangerous controlled substances, and denying admission for specified reasons; 3) terminating assistance to tenants who violate these rules; and 4) reporting methamphetamine use and contamination.

Policy: This policy is effective immediately. BCHA may modify this policy at any time and will evaluate the impact of the policy after one year.

Disclosure: This policy shall be included in each program participant's intake packet and each participant that is 15 years of age or older shall be required to read and sign a policy synopsis.

I. **Testing BCHA-Owned Units**

A. Initial Testing

1. By year end 2016, BCHA will evaluate and make a recommendation regarding testing each housing unit it owns upon turnover for methamphetamine contamination. See 6 CCR 1014-3.
2. Effective immediately, BCHA will conduct testing at move out for units under BCHA's management that are brand new construction or rehab construction that have only had one tenant in it to date.
3. If the unit tests positive for methamphetamine, BCHA must look for evidence to determine whether the exiting tenant was responsible for the contamination. Credible evidence need not be admissible in court but must be sufficiently reliable. 24 C.F.R. § 982.555(e)(5). Credible evidence includes:
    a. Criminal charges or convictions for methamphetamine-related activity;
    b. Arrest reports in the last twelve months for methamphetamine-related activity;
    c. Methamphetamine or methamphetamine-related paraphernalia in the unit;

d. Reports from neighbors of methamphetamine-related activity;
e. Reports that tenant entered into drug rehabilitation potentially related to methamphetamine use;
f. Reports from HHS that they received information about a tenant's methamphetamine use;
g. Any results of a hair follicle test, if applicable; and
h. Other evidence that BCHA determines is sufficiently reliable.

4. If the evidence shows a reasonable likelihood that the exiting tenant or a guest or family member caused the contamination, BCHA shall bill the responsible tenant for the full cost of the testing and cleanup.
5. If evidence does not show a reasonable likelihood that the exiting tenant caused the contamination, BCHA shall pay for the testing and cleanup of the unit.
6. If the unit tests negative for methamphetamine, BCHA shall pay for the testing.

B. Ongoing Testing

1. At each turnover of its housing units, BCHA shall test the unit for methamphetamine contamination.
    a. After the initial test, each unit that tests negative or is properly decontaminated is considered clean.
    b. Once a unit is clean, if that unit subsequently tests positive for methamphetamines BCHA may presume that the current or exiting tenant caused the contamination unless there is reasonable likelihood that a tenant of a neighboring unit caused the contamination.
2. BCHA shall also test units for methamphetamine contamination upon reliable indication of methamphetamine manufacture, production, or use in the unit.
    a. Reliable indicia include, but are not limited to:
        i. Criminal convictions in the last twelve months for methamphetamine-related activity;
        ii. Arrest reports in the last twelve months for methamphetamine-related activity;
        iii. Methamphetamine or methamphetamine-related paraphernalia in the unit;
        iv. Reports from neighbors of methamphetamine-related activity;
        v. Reports that tenant entered into drug rehabilitation potentially related to methamphetamine use;

vi. Reports from HHS that they received information about a tenant's methamphetamine use;
vii. Any results of a hair follicle test, if applicable; and
viii. Other evidence that BCHA determines is sufficiently reliable.

b. If a unit is contaminated, BCHA will encourage the tenant to submit to a drug test. Where drug testing is otherwise required, such as under the terms of a court order or probation, BCHA shall seek to obtain results from any such testing.
c. To the extent possible, BCHA shall provide 24-hour notice to a tenant that it will be testing the unit for methamphetamine contamination.
d. BCHA shall ensure that a licensed professional as required by 6 CCR 1014-3 conducts the testing.

C. Cleanup

1. If a unit owned by BCHA tests positive for methamphetamines, BCHA will ensure that a licensed professional properly cleans the unit according to 6 CCR 1014-3 before renting the unit to another tenant or allowing the current tenant to return.
2. If a unit owned by BCHA tests positive for methamphetamines while a tenant is still living there, BCHA may attempt to provide the tenant notice that s/he will be locked out of the unit while the unit is properly cleaned.
3. BCHA must allow a tenant ten days after lockout to secure his/her personal property. However, the tenant or person securing the property on behalf of the tenant must be state-certified so the property will be properly cleaned and not cause further contamination. C.R.S. 25-18.5-103, -104.
    a. If there is evidence as listed above that the tenant caused the contamination, BCHA shall initiate termination proceedings (see Part III) and eviction, as appropriate.
    b. If there is sufficient evidence that the tenant, a guest of tenant or any other person under the tenant's control did not cause the contamination, BCHA may pay for the tenant's accommodations at a location chosen by BCHA during the cleanup. The tenant must continue to pay for his/her utilities and submit proof of payment to BCHA each month.
    c. If the unit tested clean prior to the current tenant's occupancy, BCHA may presume that the tenant caused the contamination unless the tenant proves otherwise. BCHA shall initiate eviction and termination proceedings (see Part III), and will bill the tenant

for the costs of testing and remediation up to the amount of BCHA's out-of-pocket expenses.

II. Screening Applicants

A. Mandatory Denial of Admission to Housing Assistance Programs and BCHA Units

1. In order to prevent drug-related activities that threaten the health or safety of others, HUD requires that BCHA deny admission to applicants who:
    a. Have been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing or in any other location. 24 CFR 982.553(b)(1)(ii)(C); 24 CFR 982.553(a)(2)(ii).
    b. Are currently engaging in illegal use of a drug. 24 CFR 982.663(b)(1)(ii)(A).
        i. For purposes of this policy, "currently engaging" means that the applicant has engaged in illegal use of:
            I. Meth in the last 12 months;
                A. Provided, however, that if the applicant was using meth prior to incarceration and has been incarcerated in the last 12 months, the applicant will be considered to be "currently engaging" unless he or she has at least six months post incarceration with no use of an illegal drug.
            II. A controlled substance other than meth in the last six months.
    c. Have been evicted from public housing or had assistance terminated for drug-related criminal activity in the last three years. 24 CFR 982.552(c) & 982.553(a)(i).
        i. BCHA may make an exception if:
            I. The evicted household member successfully completed a supervised drug rehabilitation program approved by BCHA; or
            II. The circumstances leading to eviction no longer exist such as that person is no longer a member of the household.
2. Pursuant to HUD regulations, BCHA shall also deny admission to applicants who:
    b. Have engaged in sale or distribution of drugs in the last three years. 24 CFR 982.553(a)(2)(ii)

c. Have engaged in the use, possession, or any other drug-related criminal activity not listed above in the last six months. 24 CFR 982.553(a)(2)(ii).
d. BCHA may review applications to be denied on the grounds of (1) or (2) of this subsection on a case-by-case basis and make an exception if:
    i. The relevant household member successfully completed a supervised drug rehabilitation program approved by BCHA or
    ii. The relevant household member is no longer a member of the household.
    iii. The length of time the tenant has been sober;
    iv. The tenant's participation with case management services;
    v. The tenant agrees to participate in drug treatment and testing; or
    vi. Any other factor the BCHA deems relevant.

B. Procedures
1. BCHA shall obtain criminal conviction records from law enforcement agencies for applicants age 16 and older where minor may have been charged as an adult. BCHA may not charge the applicants for the background check. 24 CFR 960.204(a)(1).
2. Where applicable, BCHA shall obtain consent forms from each adult household member to request information from drug abuse treatment facilities, including whether the facility has reasonable cause to believe that the person is currently engaging in drug activity. 24 CFR 960.205.
3. If BCHA denies admission based on a criminal record, it must provide the applicant and the subject of the record a copy of the record. BCHA must also give the applicant an opportunity to dispute the record through informal review. 24 CFR 982.553(d)
4. Informal Review for the Housing Choice Voucher Program (Section 8) and TBRA (24 CFR 982.554)
    a. See Section 8 Admin Plan, Sec. 16.2.
5. Rejection Procedures for BCHA Developments
    a. See Tenant Selection Plan.
6. Informal Review for BCHA Developments
    a. If an affordable housing applicant is denied, BCHA may provide an opportunity for informal review. The applicant may submit new mitigating information that BCHA will review within ten days. BCHA is not required to hold a unit during the review process, but

may accept the applicant for the next available unit or may affirm denial.

III. Terminating Assistance of Participants

A. BCHA shall terminate participation in the housing program if a tenant, guest, or any other person under the tenant's control:
   1. Is convicted of or engages in manufacturing or producing methamphetamines either on or off the premises while living in county housing or receiving county assistance 24 CFR 982.553(b), 24 CFR 966.51, C.R.S. 13-40-101 et seq;
   2. Is convicted of or engages in the illegal use of methamphetamine or other methamphetamine-related activity.

B. BCHA will terminate participation in the housing program pursuant to 24 CFR 982.553(b) if a tenant, guest, or any other person under the tenant's control:
   1. Is convicted of or engages in illegal drug activity that is not related to methamphetamine;
   2. Begins using any illegal drug other than methamphetamine.

C. BCHA may consider the following mitigating circumstances in determining whether to terminate participation under III(B):
   1. The tenant successfully completed a supervised drug rehabilitation program approved by BCHA;
   2. The relevant household member is no longer a member of the household;
   3. The length of time the tenant has been sober;
   4. The tenant's participation in case management;
   5. The tenant agrees to participate in drug treatment and testing; or
   6. Any other factor the BCHA deems relevant.

D. When terminating assistance for illegal drug activity, when the unit is owned by BCHA, BCHA may implement the formal eviction process. C.R.S. 13-40-101 et seq.
   1. If the unit is not owned by BCHA, BCHA shall terminate assistance and may recommend that the owner evict the tenant.

E. Informal Hearing Process for the Housing Choice Voucher Program (Section 8 and TBRA)
   1. BCHA will give a participant the opportunity for an informal hearing if it decides to terminate assistance due to illegal drug activity by providing prompt written notice that the participant may request a hearing within ten business days of the notification.
   2. See Section 8 Admin Plan, Sec. 16.3.

F. Termination Procedure for Public Housing
   1. HUD issued a due process determination that Colorado requires the tenant be given the opportunity for a hearing in court which provides the basic

elements of due process (notice, counsel, opportunity to present and refute evidence, and a decision on the merits) for any drug-related criminal activity. 24 CFR 966.51.

2. BCHA may follow the procedure for Forcible Entry and Detainer. C.R.S. 13-40-101 et seq.
    b. Drug-related criminal activity is a substantial violation under the Forcible Entry and Detainer statute. Under the statute, BCHA must provide the tenant with a notice to quit describing the property, the time the tenancy will terminate, and the grounds for termination. The termination is effective three days after the notice is served. C.R.S. 13-40-107.5.
    c. BCHA must prove a substantial violation by a preponderance of the evidence. C.R.S. 13-40-107.5.
3. If the tenant has already moved out, BCHA must still give the tenant an opportunity for a hearing following the Public Housing Grievance Procedure.

G. Termination Procedure for All Other BCHA Rental Properties
    1. BCHA shall follow state law including the Forcible Entry and Detainer statutes (C.R.S. 13-40-101 et seq.) and other applicable law when terminating a lease.
    2. BCHA shall set forth its termination procedure in all leases.

H. Termination Procedure for Tenants in Units not owned by BCHA, but occupied by BCHA/HHS program participants (HCV, HSP, TBRA, VASH, etc.)
    1. If the landlord informs BCHA that a unit is contaminated or if any of the conditions listed in Part III of this policy are met, BCHA will evaluate, and if appropriate, terminate assistance according to this Part III.

IV. Reporting.

A. If a BCHA owned unit tests positive for methamphetamine, BCHA shall:
    1. Submit an insurance claim form to Risk Management using the current Boulder County Housing Authority Claim/Incident Report;
    2. Provide Public Health with a copy of the results of testing.
    3. Report to Family and Children Services if children are involved.
        a. BCHA shall also make a referral to Family and Children Services if it has suspicion of methamphetamine use or other potential abuse or neglect issues including unsafe, unsanitary, or drug paraphernalia present.

B. If BCHA has knowledge of a tenant's use of methamphetamine in a BCHA owned unit or in a unit that is not owned by BCHA but is occupied by a BCHA/HHS program participant (HCV, HSP, TBRA, VASH, and similar), at its discretion, BCHA may notify the appropriate parties including:
    1. The landlord;

2. Public Health;
3. Family and Children Services if children are living in the same unit;
4. Neighbors if neighboring units are at risk of contamination.

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QUICK FACTS ABOUT METH USE

Not Even Once.

But Especially Not Here.

Health Effects on User

"meth mouth"

damage to blood vessels which can lead to stroke

rapid heart rate

increased blood pressure

swelling of the heart lining

episodes of violent behavior, paranoia, anxiety, confusion, insomnia

psychotic symptoms that can last for months or years

malnutrition and extreme weight loss

Overdoses can cause hyperthermia, convulsions, and death

Meth Contamination

while its manufacture gets the most attention, meth use (smoke) contaminates homes, too

even ONE use can leave smoke residue that persists for years

meth can contaminate every surface and item in your home and/or vehicle

contaminants become airborne when disturbed and remain until properly cleaned

contamination can impact neighboring homes when units are connected

decontaminating a home can cost tens of thousands of dollars

Impacts on Parenting

when high, you are likely to be emotionally and physically unavailable to meet your children's needs

when recovering or 'sleeping off' a high, you may be unable to adequately supervise your children

if arrested, you will be involuntarily separated from your children by law enforcement

prenatal exposure to any drug puts unborn children at risk and is considered child abuse in Colorado

when high, you may unintentionally expose your children to abuse & neglect by someone else

Other Consequences

eviction or displacement & no future housing assistance

loss of car & other meaningful, personal possessions

arrest and incarceration

child safety concerns

financial crises

loss of pets

SOURCES: U.S. Department of Justice CO Dept of Public Health & Environment Foundation for a Drug-Free World

Using or allowing someone to use meth in your home puts every person and every item in your home at risk. You may be putting your neighbors at risk, too.

You may be asked to leave your home immediately - for a long period of time, or even permanently.

Testing and decontaminating a home is costly and takes time.

You may be forced to throw away all of your personal possessions.

Child protection and law enforcement may get involved.

Family & Children Services

Housing

Food Assistance

Financial Assistance

Elder Services

Health Coverage

Education & Skill Building

Hope for the future,
help when you need it.

BOULDER COUNTY
HOUSING & HUMAN SERVICES

Boulder County

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing (PIH)
Rental Housing Integrity Improvement Project

What You Should Know About EIV

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

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

What information is in EIV and where does it come from? HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

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

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

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

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

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

Remember, you may receive rental assistance at only one home!

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

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

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

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

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

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

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

What are the penalties for providing false information? Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

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

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

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

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

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

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

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

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

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

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

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

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

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

Where can I obtain more information on EIV and the income verification process? Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: http://www.hud.gov/offices/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)

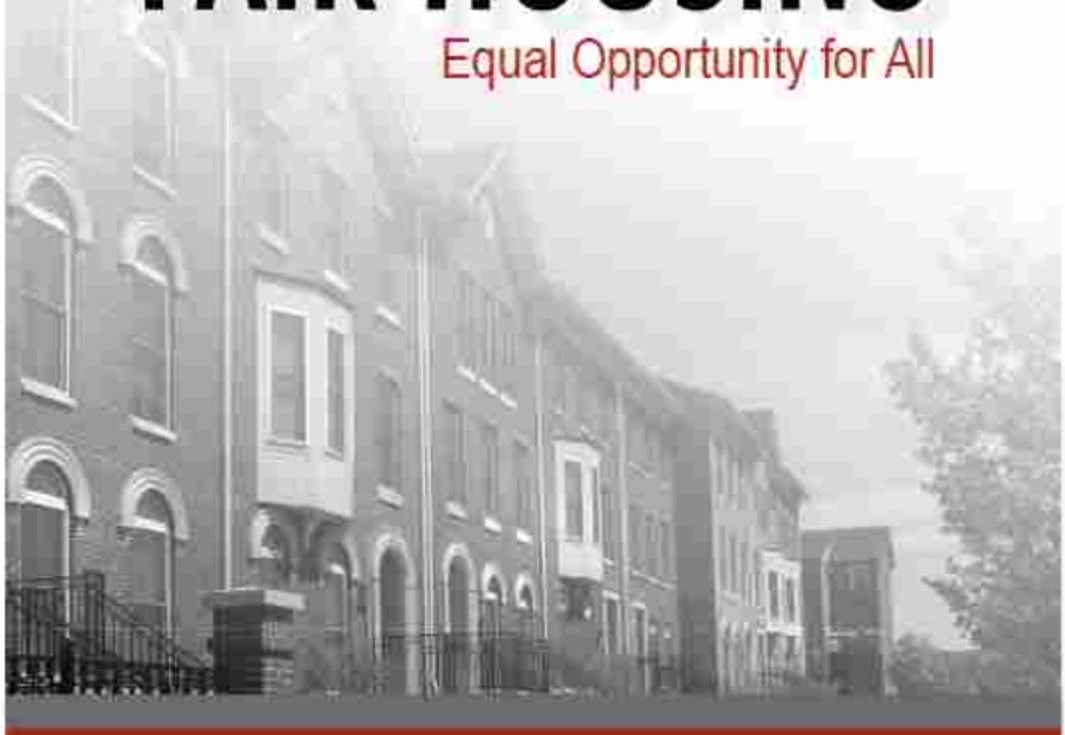
My signature below is confirmation that I have received this Guide.

Signature «First_Name» «Last_Name» **Date**

HOUSING AUTHORITY COPY
February 2010

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.


Notes


Notes


Notes

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

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

March 2021

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

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

Read this entire brochure to learn:

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

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

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

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

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

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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

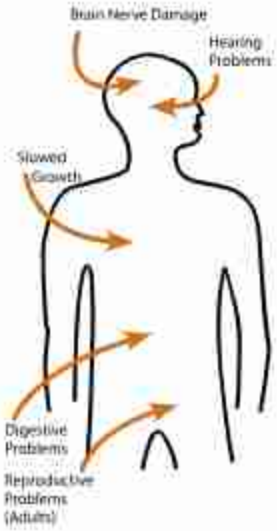
Women of childbearing age should know that lead is dangerous to a developing fetus.

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

Health Effects of Lead

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

In children, exposure to lead can cause:



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

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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

[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 condition and if it is not on an impact or friction surface like a window.

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

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

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

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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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

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

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

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

Reducing Lead Hazards, continued

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

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

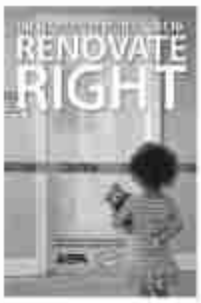
- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

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 or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

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

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

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

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

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

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

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

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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

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March 2021

IMPORTANT!

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

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

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?

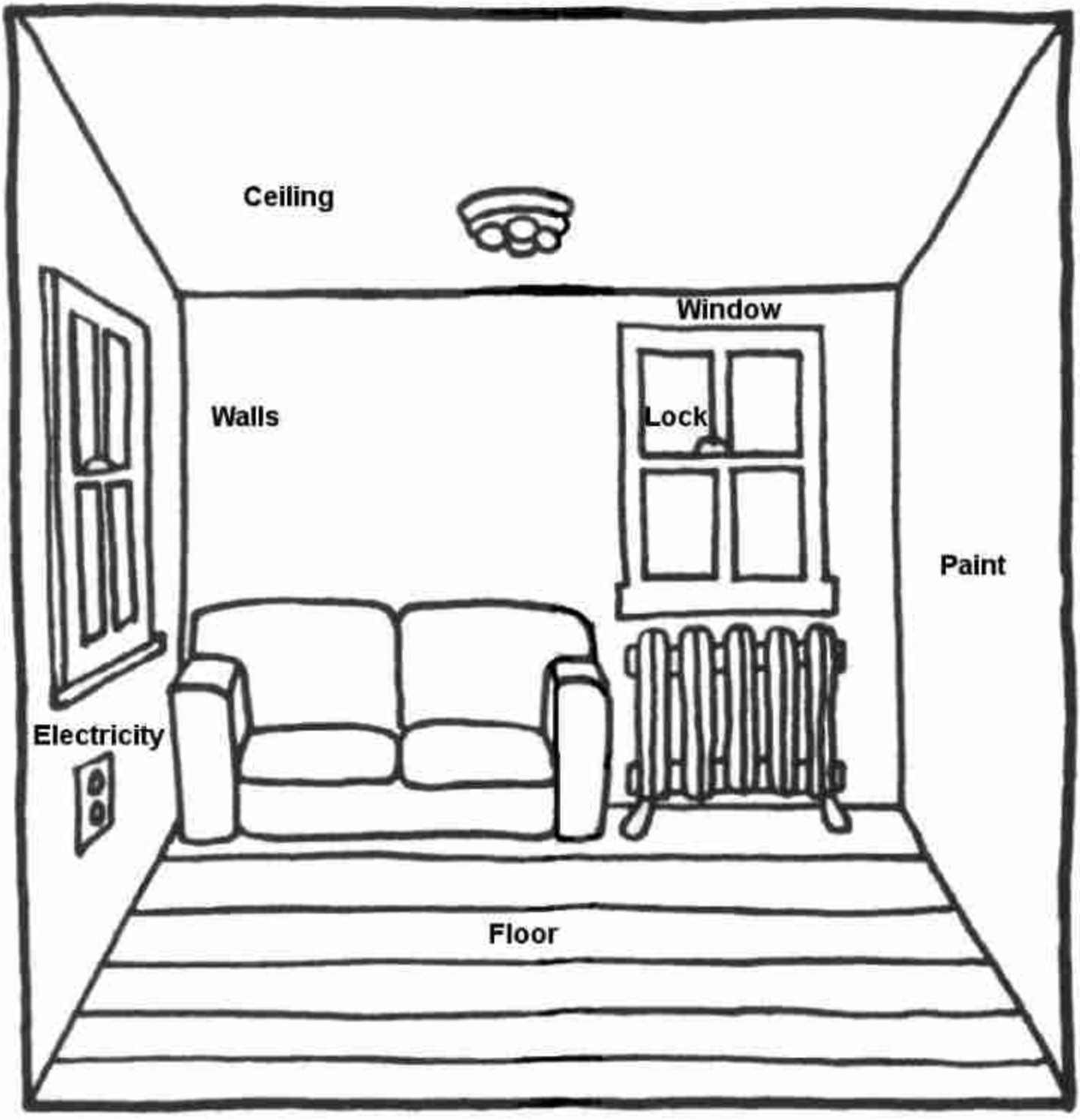
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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.

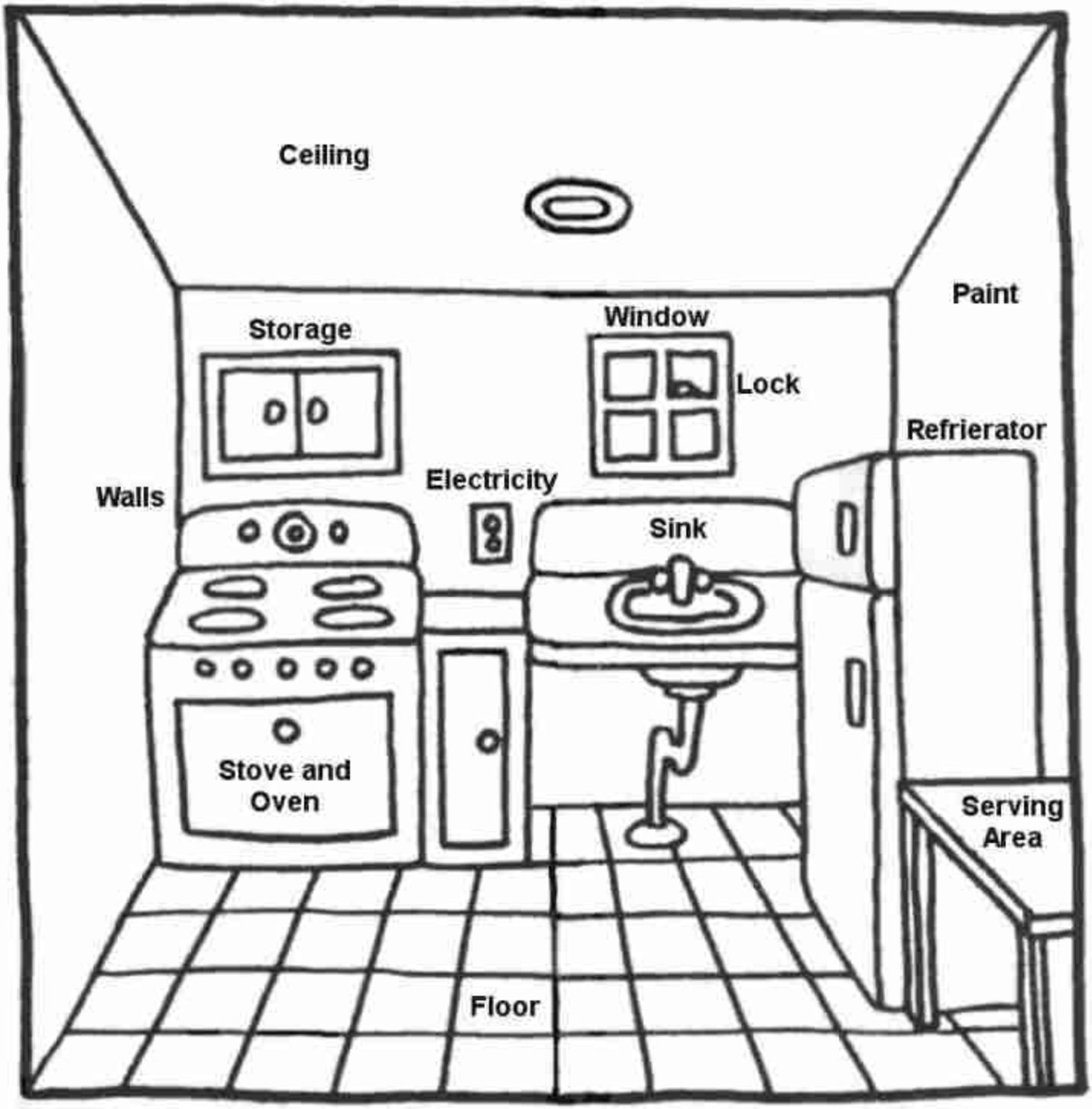
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

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
Walls
Electricity
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.

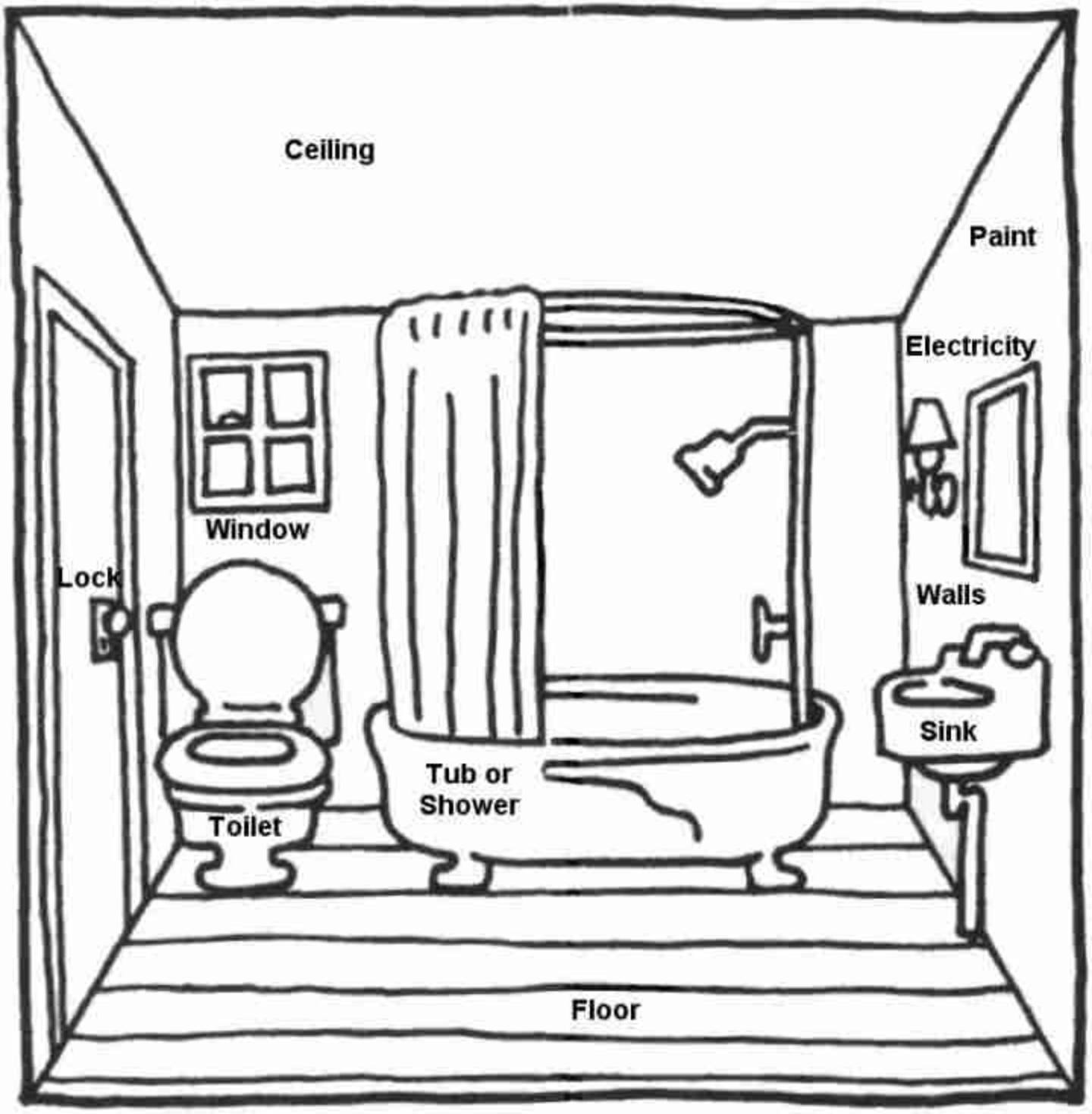
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

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?

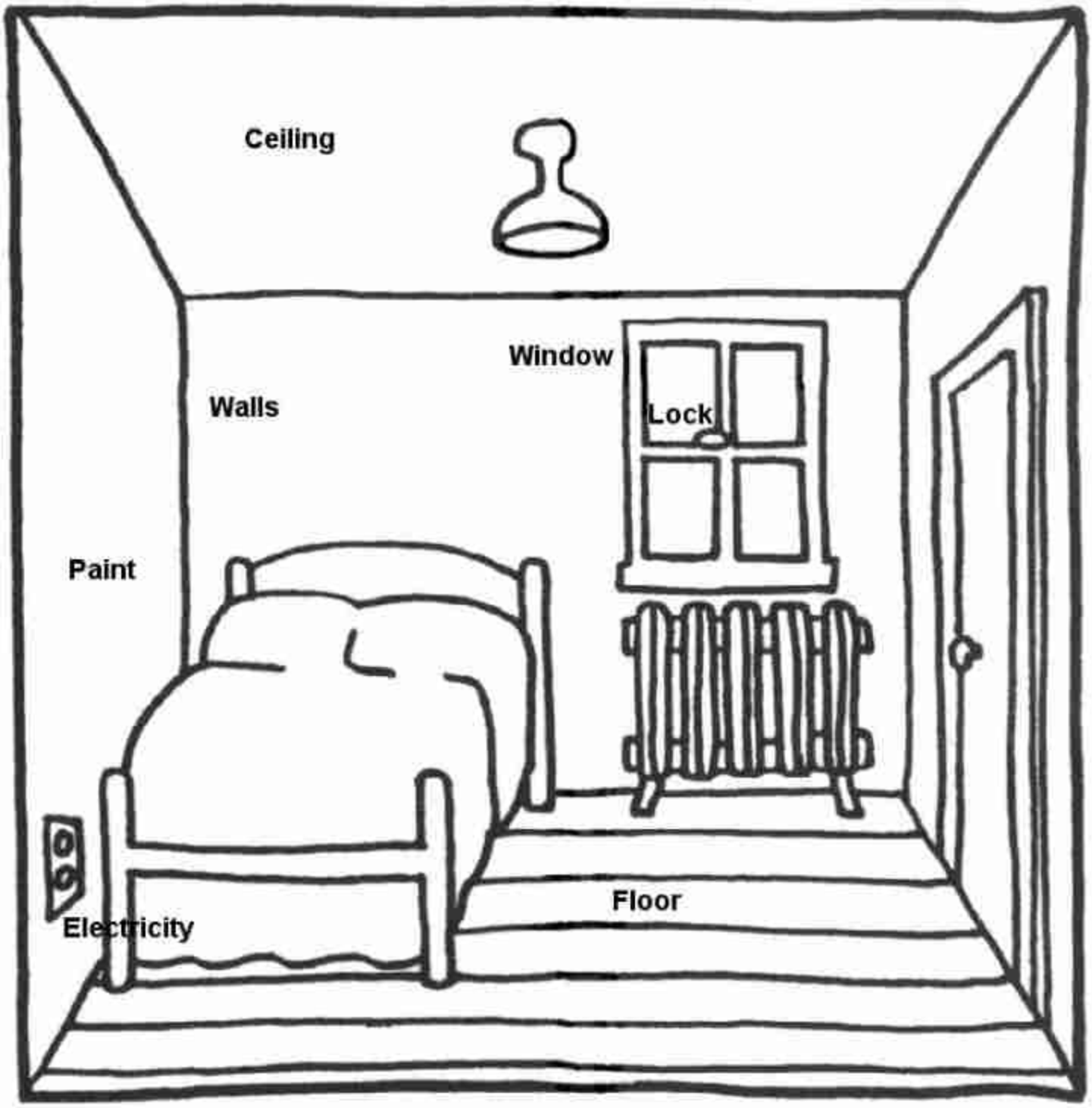
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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.

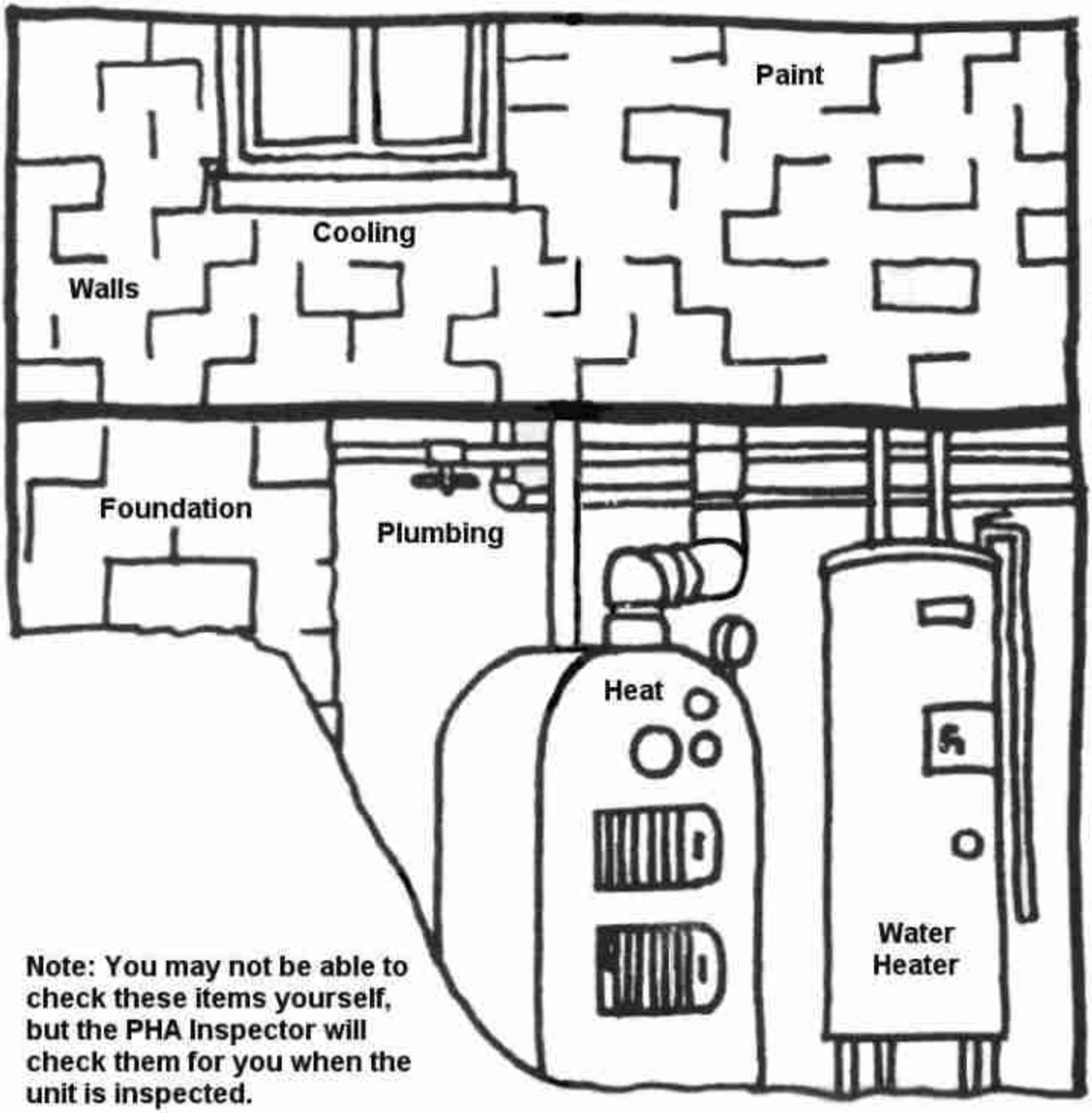
You should also think about:

- 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.

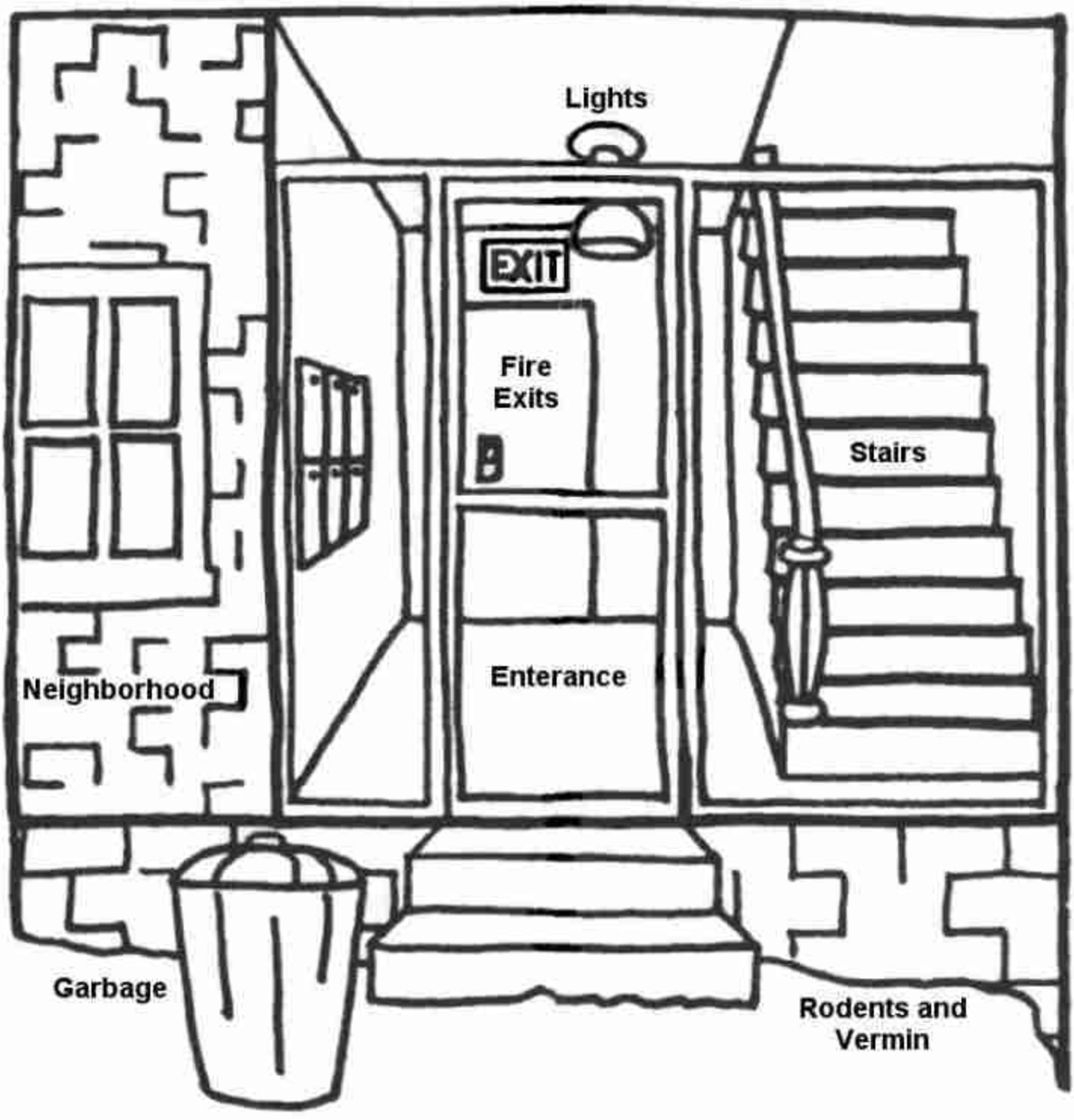
- The presence of screens and storm windows.

- 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.

Landlord Assurance Fund

Helping Landlords in Boulder County Recoup Damage Costs for Rental Assistance Supported Tenants

The Landlord Assurance Fund (LAF) helps landlords in Boulder County recoup damage costs for rental assistance supported tenants. The fund acts as a "safety net" for the first two years of tenancy for all landlords who accept federal, state, and local Boulder County housing vouchers and other types of rental assistance.

Owners may make a Landlord Assurance Fund claim for their housing unit if:

- The unit is in Boulder County
- Between $500 and $2,500 (while funds are available) of eligible damage was caused to the unit while the unit was being leased using a federal, state or local housing voucher
- The lease that was in place while the eligible damage was caused had an effective date of March 1, 2023 or later
- The owner submitted a move-in condition report signed by the owner and the resident to appropriate voucher administrator within 10 days of the lease effective date; voucher administrator can also refer to the initial HQS/Habitability inspection for additional information
- The claim is for damages that were caused by tenant within three years of initial move in; exceptions can be made on a case-by-case basis

In cases where insurance covers the damage, LAF may cover the deductible.

The following damages and conditions are not covered by the LAF:

- Uncollected security deposit
- Damage to common areas or other units
- Attorney's fees/court costs
- Infestations
- Mold
- Damage covered by insurance policies (note: the insurance deductible may be covered)
- Units other than the one under contract
- Damage committed more than two years after the effective date of the applicable lease
- Damage not directly linked to the family's occupancy (such as forces of nature)
- Lost rental income
- Any utility cost and/or rental arrears

Note: Only the unit under the contract is covered.

To file a claim, the owner must contact the voucher administrator within 30 days after receiving possession of the unit to inform staff of their intent to file a claim. If you don't have the voucher administrator's contact information, call (303) 441-4364 or send an email to: mediation@bouldercolorado.gov

Next, within 30 days of contacting the voucher administrator, complete the LAF Claim Form at the following URL: **https://bouldercolorado.formstack.com/forms/landlord_assurance_fund_claim_form**

When submitting a LAF Claim Form, you must also:

- Submit copies of the final move-out inspection with pictures. The voucher administrator agency has the discretion to conduct an inspection of the reported damage and the owner must be present for the inspection if an inspection is conducted.
- Submit copies of paid invoices for repairs above normal wear and tear, any other supporting documentation, and a copy of the final security deposit settlement.

The full amount of the collected security deposit and any available insurance coverage must be used to cover unpaid amounts before a LAF claim can be filed

LAF funding agencies may contact owners who have submitted claim forms to obtain additional information

For more information, contact us at (303) 441-4364 or email: mediation@bouldercolorado.gov

Funding for LAF is provided by the following partners:
Boulder County, Boulder County Housing Authority, Boulder Housing Partners, City of Boulder, City of Longmont, Longmont Housing Authority, Mental Health Partners

Fondo de Garantía de los Arrendadores

Ayudamos a los propietarios del Condado de Boulder a recuperar los costos de los daños causados por los inquilinos que reciben ayudas al alquiler

El Fondo de Garantía de los Arrendadores (Landlord Assurance Fund, LAF) ayuda a los propietarios del Condado de Boulder a recuperar los costos de los daños causados por los inquilinos que reciben ayudas al alquiler. El fondo actúa como "red de seguridad" durante los tres primeros años de alquiler para todos los propietarios que acepten vales de vivienda federales, estatales y locales del Condado de Boulder y otros tipos de ayudas al alquiler.

Los propietarios pueden presentar una solicitud al fondo de garantía de los arrendadores si:

- La unidad está en el Condado de Boulder.
- Entre $500 y $2,500 (mientras haya fondos disponibles) de los daños subvencionables se causaron a la unidad mientras esta se alquilaba utilizando un vale de vivienda federal, estatal o local.
- El contrato de alquiler que estaba en vigor cuando se causaron los daños subvencionables tenía una fecha de entrada en vigor igual o posterior al 1 de marzo de 2023.
- El propietario presentó un informe sobre el estado de la vivienda firmado por el propietario y el residente al administrador de vales correspondiente en un plazo de 10 días a partir de la fecha de entrada en vigor del contrato de alquiler; el administrador de vales también puede consultar la inspección inicial de HQS/Habitabilidad para obtener información adicional.
- La reclamación se refiere a los daños causados por el inquilino en los tres primeros años posteriores a la mudanza; se pueden hacer excepciones según el caso.

En los casos en que el seguro cubra los daños, el LAF puede cubrir la franquicia.

Los siguientes daños y condiciones no están cubiertos por el LAF:

- Fianza no cobrada
- Daños a zonas comunes o a otras unidades
- Honorarios de abogados/costas judiciales
- Infestaciones
- Moho
- Daños cubiertos por pólizas de seguros (nota: la franquicia del seguro puede estar cubierta)
- Unidades distintas de la cubierta por el contrato
- Daños incurridos más de tres años después de la fecha de entrada en vigor del contrato de alquiler aplicable
- Daños no directamente relacionados con la ocupación de la familia (como fuerzas de la naturaleza)
- Ingreso por alquiler perdido
- Cualquier costo de servicios públicos o alquiler atrasado

Nota: Solo está cubierta la unidad objeto del contrato

Para presentar una reclamación, el propietario debe ponerse en contacto con el administrador del vale en un plazo de 30 días tras recibir la posesión de la unidad para informarle al personal de su intención de presentar una reclamación. Si no dispone de los datos de contacto del administrador del vale, llame al (303) 441-4364 o envíe un correo electrónico a mediation@bouldercolorado.gov

A continuación, en el plazo de 30 días desde que se puso en contacto con el administrador del vale, rellene el formulario de reclamación del LAF en la siguiente URL:
https://bouldercolorado.formstack.com/forms/landlord_assurance_fund_claim_form

Al presentar un formulario de reclamación del LAF, también debe:

- Presentar copias de la inspección final posterior a la desocupación del inmueble con fotografías. La agencia administradora del vale tiene la facultad discrecional de llevar a cabo una inspección de los daños denunciados, y el propietario debe estar presente en la inspección si esta se lleva a cabo.
- Presentar copias de las facturas pagadas por reparaciones que excedan el desgaste normal, cualquier otra documentación acreditativa y una copia de la liquidación final de la fianza.

El importe íntegro de la fianza cobrada y cualquier cobertura de seguro disponible deben utilizarse para cubrir los importes impagos antes de presentar una reclamación al LAF.

Los organismos de financiación del FLA podrán ponerse en contacto con los propietarios que hayan presentado formularios de reclamación para obtener información adicional.

Para obtener más información, llámenos al (303) 441-4364 o envíenos un correo electrónico a mediation@bouldercolorado.gov

La financiación del LAF procede de los siguientes colaboradores: Condado de Boulder, Autoridad de Vivienda del Condado de Boulder, Boulder Housing Partners, ciudad de Boulder, ciudad de Longmont, Autoridad de Vivienda de Longmont, Mental Health Partners

Family Self-Sufficiency Program

Transform your future!

Boulder County's Family Self-Sufficiency (FSS) program is your pathway to a brighter tomorrow. Designed to empower low-income families, FSS assists people in reaching academic and employment goals.

Over the course of the FSS program, participants become part of a supportive network as they work towards self-sufficiency.

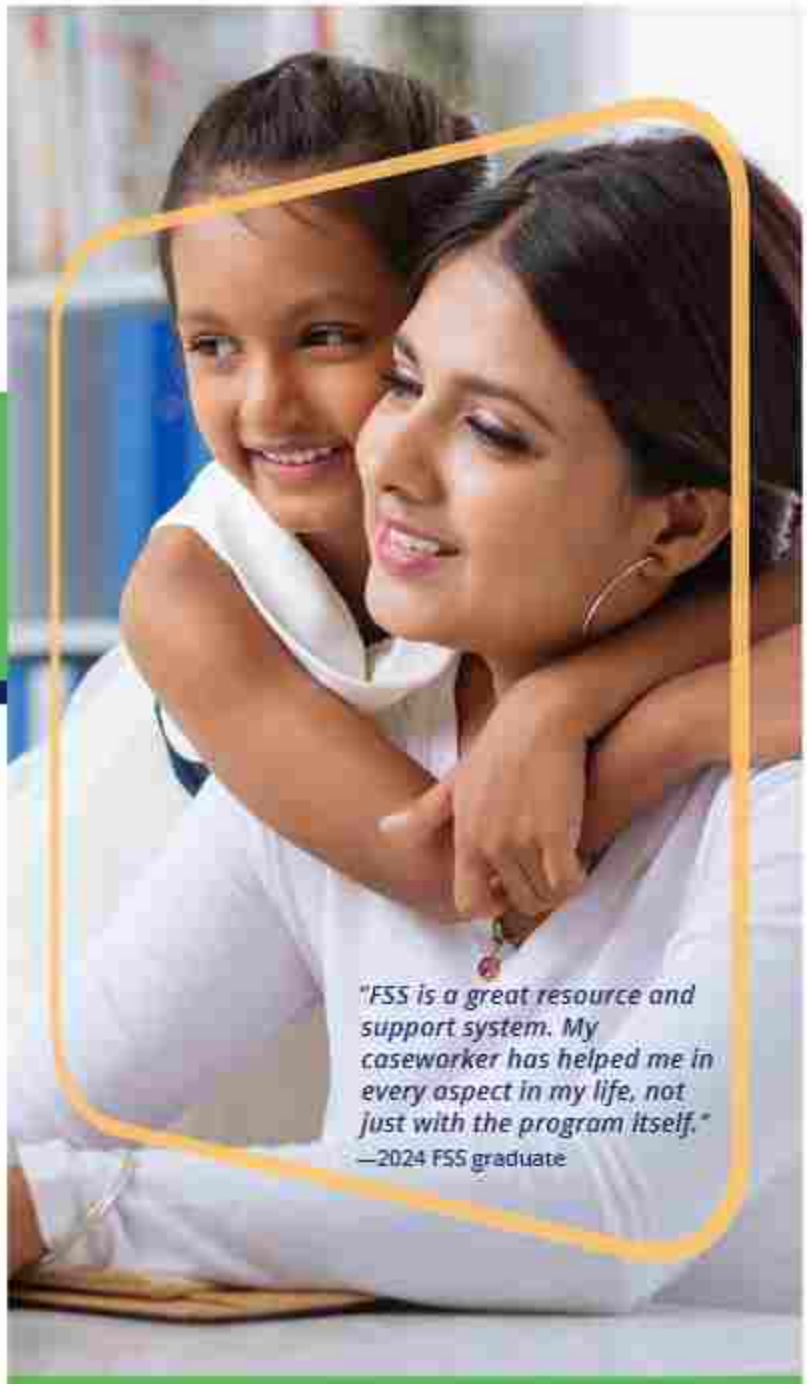
In FSS, graduation **doesn't mean losing housing assistance**; instead, it marks your family's progress towards better educational, career, and financial outcomes.

YOU MAY QUALIFY IF

- You hold a current Housing Choice Voucher or Project-based Voucher through the Boulder County Housing Authority (BCHA)
- You have a child under 18-years-old and are eligible for BCHA housing programs
- You're able to work during your last years in the FSS program

BENEFITS

- Build substantial savings—on average, participants graduate with $5,500!
- Realize your dream of homeownership
- Achieve academic success with support for high-school diplomas, GEDs, professional certificates, and/or college degrees
- Attain financial stability through consistent income, debt reduction, and credit repair
- Gain support navigating public assistance and community resources



Ready to take the next step?

Contact us today for more information and to request an application. Our FSS team will guide you through the process, determine your eligibility, and help kickstart your journey.

Katie Frye | 303-441-3923
kfrye@bouldercounty.gov
Mariela Ruiz Mondragón (hablo español) | 303-441-1221
mruizmondragon@bouldercounty.gov
Alicia Sheflin Thompson | 303-682-6717
asheflinthompson@bouldercounty.gov

www.FSSBoulderCounty.org

Boulder County Housing

Is the Family Self-Sufficiency Program (FSS) right for you?

FSS by the numbers since 2020:

43%

average increase in income over the course of the program

87

successful graduates

$8,260

average savings per graduate

88

families received Financial Stability Grants to cover primary needs

Financial and academic achievements since 2020:

13

homeowners

24

scholarships awarded to students in the program

15

professional certificates

8

bachelor's degrees

11

associate's degrees

3

master's degrees

2

HS diplomas/ GEDs completed

ATTACHMENTS TO SIGN

Documents Included:

BCHA Authorization
HUD Authorization
Applicant/Tenant Certification
Supplement – Emergency Contact Information
Responsibilities of Households Receiving Assistance
Declaration of Section 214 Status
What You Should Know about EIV
Housing Choice Voucher
Applicant Questionnaire
Verification of Custody
Verification of Earnings
Certification of Tip Income (if applicable)
Verification of Child Care Expenses (if applicable)
20th of the Month form
Lead-Based Paint Acknowledgment form
Methamphetamine Acknowledgment form
Is Fraud Worth It?
Debts Owed To Public Housing Agencies
VAWA Lease Addendum
Drug/Crime Free Lease Addendum

Boulder County Housing Authority
3460 North Broadway, Boulder (Mail: PO Box 471, Boulder, Colorado 80306-0471) • Tel: 303.441.3929 Fax: 720.564.2283
www.bouldercountyhhs.org

STANDARD AUTHORIZATION AND RELEASE OF INFORMATION

PURPOSE:
The Boulder County Housing Authority ("BCHA") may use this authorization and release (this "Release") and the information obtained with it to administer and enforce rules and policies for, and to determine my eligibility for, the programs set forth herein.

AUTHORIZATION:
I hereby authorize BCHA to obtain the information from the individuals and organizations listed it this Release:

Information about me and my minor children that is pertinent to our eligibility for or participation in one or more of the following programs (The "Programs"):

- Tenants of BCHA Housing
- Section 8 Housing Choice Voucher Program
- Family Self Sufficiency Program
- Housing Stabilization Program
- Tenant-Based Rental Assistance Program
- Short Term Housing
- Family/Youth Unification Program

I also hereby authorize BCHA to release information about me and my minor children to the individuals and organizations listed in this Release for the purpose of obtaining such information. Information that inquiries may be made about:

- Child Care Expenses
- Credit History
- Criminal Activity
- Household Composition
- Employment, Income, Pensions, Assets
- Federal, State, Tribal, or Local Benefits
- Disability Assistance Expenses
- Identity and Marital Status
- Medical Expenses
- Social Security Numbers
- Residences and Rental History
- Investigations and Recovery Cases (open or closed)
- School Enrollment and Other Educational Records

Any individual or organization including any governmental organization may be asked to release information. For example, information may be requested from:

- Banks and Other Financial Institutions
- Courts
- Law Enforcement Agencies
- Credit Bureaus
- Employers, Past and Present
- Landlords/Property Owners
- State Employment Securities Agencies
- Boulder County
- Boulder County Human Services Division
- Boulder County Department of Housing and Human Services
- The United States Government
- Schools and Colleges
- Saint Vrain Valley School District
- Boulder Valley School District
- Community Services Providers

And providers of:

- Maintenance
- Child Care
- Child Support
- Credit
- Assistance for People with Disabilities
- Medical Care
- Pensions/Annuities
- Utilities
- Welfare

COMPUTER MATCHING NOTICE & CONSENT

I agree that BCHA may utilize computer matching programs in conjunction with other governmental agencies including Federal, State, Tribal or local agencies. The match will be used to verify information supplied by me and my family.

ATTESTATION

I/we attest that we have a clear appreciation and understanding of the terms of this release, and the implications and future consequences of this release of any information covered by this release. I/we agree that this Release may be used for the purposes stated above.

Furthermore, I/we understand that my/our participation in and housing assistance pursuant to the Programs could be terminated or adjusted based on the information obtained by BCHA under this release. I/we hereby release BCHA from any and all liability that results from its sharing or receipt of information covered by this Release. The original of this Release shall remain on file with BCHA and is valid for a period of one year from the date of my signature or until _____.

By signing this document I declare my understanding that any and all allegations of illegal drug use by me or anyone in or at my housing unit, received from any source, by any BCDHHS division, will be immediately reported to BCHA staff and may affect my housing benefits. Further, I authorize the release of any information relating, to my/our prior or current involvement with child protection, adult protection, prevention, case management, financial assistance, and housing services, the content of those interactions, including issues and concerns relating to drug testing results and publicly available records such as police records pertaining to me or anyone at my housing unit.

SIGNATURES

_____	_____	_____
Head of Household - «Full_Name»	Date of Birth	Date
_____	_____	_____
Spouse/Adult Member of Household	Date of Birth	Date

Printed Name: _____

_____	_____	_____
Adult Member of Household	Date of Birth	Date

Printed Name: _____

_____	_____	_____
Adult Member of Household	Date of Birth	Date

Printed Name: _____

OMB Control Number: 2577-0295
Use this form for reexaminations effective on or after January 1, 2024. Use form HUD-9886 for reexaminations effective prior to January 1, 2024.

Authorization for the Release of Information/Privacy Act Notice to the U.S. Department of Housing and Urban Development and the Housing Agency/Authority (HA)

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

PHA or IHA requesting release of information (full address, name of contact person, and date): 1/14/2025
Boulder County Housing Authority
PO Box 471
Boulder, CO 80306

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD, and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service.

Section 104 of the Housing Opportunity and Modernization Act of 2016. The relevant provisions are found at 42 U.S.C. 1437n . This law requires you to sign a consent form authorizing the HA to request verification of any financial record from any financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401)), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

Who Must Sign the Consent Form: Each member of your family who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the family or whenever members of the family become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Public Housing
Housing Choice Voucher
Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Revocation of consent: If you revoke consent, the PHA will be unable to verify your information, although the data matches between HUD and other agencies will continue to automatically occur in the Enterprise Income Verification (EIV) System if the family is not terminated from the program.

Sources of Information to be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self-employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages; and (b) financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits. I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form remains effective until the earliest of (i) the rendering of a final adverse decision for an assistance applicant; (ii) the cessation of a participant's eligibility for assistance from HUD and the PHA; or (iii) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the PHA.

Signatures:

Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Advisory. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). Purpose: This form authorizes HUD and the above-named HA to request income information to verify your household's income in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent: HUD and the HA (or any employee of HUD or the HA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the HA for the unauthorized disclosure or improper use.

OMB Burden Statement. The public reporting burden for this information collection is estimated to be 0.16 hours for new admissions and .08 hours for household members turning 19, including the time for reviewing, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information income and assets is required for program eligibility determination purposes. The submission of the consent form is necessary (form-HUD 9886) so that PHAs can carry out the requirements of Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. 3544) and Section 104 of HOTMA to ensure that HUD and PHAs can verify eligibility and income information for applicants and participants. This information collection is protected from disclosure by the Privacy Act. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. When providing comments, please refer to OMB Approval No. 2577-0295. 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.

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	**Cell Phone No:**
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	**Cell Phone No:**
E-Mail Address (if applicable):	
Relationship to Applicant:	

Reason for Contact: (Check all that apply)

- ☐ Emergency
- ☐ Unable to contact you
- ☐ Termination of rental assistance
- ☐ Eviction from unit
- ☐ Late payment of rent
- ☐ Assist with Recertification Process
- ☐ Change in lease terms
- ☐ Change in house rules
- ☐ Other: _____

Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.

Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.

Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.

☐ Check this box if you choose not to provide the contact information.

Signature of Applicant	**Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Programs and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

BOULDER COUNTY HOUSING AUTHORITY
Responsibilities of Households Receiving Housing Assistance

Housing Choice Voucher Program participants through the Boulder County Housing Authority (BCHA) must comply with all of the following terms of the program, their lease, and all provisions stated in this document. **Failure to comply with any of these may result in termination from the program.** Please note that all "I" statements below pertain to every household member.

ANNUAL RECERTIFICATION. I understand that once a year, prior to the anniversary date of my current lease, BCHA will review my household's eligibility for the program, including collecting current income and asset documentation, verifying current household members, and verifying program compliance, among other things.

- **SUPPLYING INFORMATION:** I understand that I must supply any information that BCHA or HUD determines to be necessary, including the submission of required evidence of citizenship or eligible immigration status. I must supply any information requested by BCHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition. I must disclose and verify social security numbers and sign and submit consent forms for obtaining information. I must supply any information requested by BCHA to verify that I am living in the unit or information related to family absence from the unit.

INSPECTIONS. I understand that at least once a year, BCHA will inspect my unit to assure that it meets the U.S. Department of Housing and Urban Development's (HUD) Housing Quality Standards. I will receive reasonable prior notice of the inspection date and time. I understand that it is my responsibility to be available for this inspection, and if I am not able to be present at the inspection, I will make sure that an adult family member/neighbor over age 18 is present. I understand that BCHA may terminate my housing assistance for inspection violations caused by the tenant, household members, or guests, and for inspections not completed.

REPORT CHANGES IN INCOME. I understand that I must report ***any change*** in income (increase or decrease which may be due to job acceptance, job loss, pay raises/decreases, etc. to BCHA **within 10 days of the occurrence**. I understand that my late notification of an income change to my case manager may require that the income increase be processed immediately and/or that I will be required to enter into a repayment agreement with BCHA for past unreported income. I will contact my case manager to request that a verification of earnings form be sent to my previous/current/future employer to obtain this information. I also understand that it is my responsibility to ensure that the documentation has been received by my case manager.

- **ZERO OR LOW INCOME POLICY:** I understand that if my household is reporting low or zero income I will have to meet with my case manager at least once every three months and provide current information regarding my household income and expenses. I will need to bring copies of all household bills and expenses (utilities, insurance, cell phone, internet, grocery's, etc.) for the previous three months to the appointment; in addition to the three most recent months' worth of back statements, for all household members' accounts.

- **20TH OF THE MONTH POLICY:** I understand that in order to have your rent reduced for the next month due to a change in family circumstances (adding/removing a family member) or a decrease in income, all documentation regarding the change must be submitted to my case manager **on or before** the 20th day of any month. All changes must be submitted in writing with the supporting documentation.
    - For a decrease in income this can be a letter from the employer showing your last day worked or a copy of your letter of resignation to your employer.
    - Child support verifications showing a decrease in amount received.
    - Benefit award letter showing a decrease in benefits for TANF or Social Security.

UNIT OCCUPANCY. I must receive prior approval from BCHA to add another family member(s) as an occupant of the unit, and will immediately notify BCHA if any household members no longer reside in, or are temporarily absent from the unit. I understand that if I fail to obtain prior approval from BCHA to add another family member(s) that the individual(s) will be considered unauthorized resident(s). I also understand that if my

household reduces in size, my voucher size may change, and I may be required to move from my existing residence at the expiration of my lease. I understand that I must notify BCHA in writing **within 10 days of occurrence** if any of the following changes occur: birth of a baby, an adoption or court awarded custody.

- **GUEST POLICY:** A "guest" is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest may remain in the unit no longer than 14 consecutive days or for a total of 30 cumulative calendar days during any 12-month period. Children who are subject to a joint-custody arrangement, or for whom a family has visitation privileges that are not included as a family member due to living outside of the household more than 50 percent of the time, are not subject to the time limitations of guests, as described above. A family may request an exception to this policy for valid reasons such as caring for a relative who is recovering from a medical procedure for a period of at least 30 consecutive days. No exceptions will be made unless the family can provide documentation identifying the residence to which the guest will return.

- **ABSENT FAMILY MEMBERS:** I understand that I must promptly notify BCHA in writing whenever I or any family member is going to be away from the unit for an extended period of time longer than 180 consecutive days.

LEASE COMPLIANCE. I understand that it is my responsibility to make sure that my household's portion of the rent will be made on or before the first day of each month; utilities will be paid on time; I will provide and maintain any appliance that the owner is not required to provide under the lease; and that I will keep my unit and common areas clean. I am responsible for any damage to the unit or premises (other than damage from ordinary wear and tear), and am also responsible for my guests and their actions. I understand that I may not commit any serious or repeated violations of the lease, and that failure to comply with the terms of the lease may result in termination from the program.

- **SERIOUS OR REPEATED LEASE VIOLATIONS:** Serious and repeated lease violations will include, but not be limited to, nonpayment of rent; disturbance of neighbors; and destruction of property, living or housekeeping habits that cause damage to the unit or premises; and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, or stalking will not be construed as serious or repeated lease violations by the victim.

RESIDENCE: I understand that I may have only one residence.

MOVE NOTIFICATION. I understand that my initial lease with a landlord is to be for a one-year term; after that, I may choose to transfer to a month-to-month lease, if approved by the landlord. If I choose to move, I understand that a written notice to both the landlord and BCHA is required. I understand that I may not move to a new unit if I owe monies to a previous landlord or am not in compliance with a repayment agreement.

- **ELECTIVE MOVES:** BCHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within its jurisdiction or outside it under portability. BCHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in BCHA's jurisdiction. BCHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control. If I desire to move while contracted in a lease, I must, first contact my caseworker for approval.

- **SECURITY DEPOSIT.** I understand that, upon moving into a new unit, a landlord may collect a security deposit, and that it is my responsibility to make sure that I anticipate and budget for this expense.

DRUG-RELATED CRIMINAL ACTIVITY/ABUSE OF ALCOHOL/VIOLENT CRIMINAL ACTIVITY.
I understand that no member of my household may engage in any drug-related ("controlled substances") activities, abuse of alcohol or any violent criminal activity.

Currently Engaged in is defined as any use of any controlled substances other than methamphetamines during the previous six months. Methamphetamine use will be considered as current within the previous twelve months.

Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use of, possession with intent to sell, distribute, or use a controlled substance. Tenant can be held responsible for any guests engaging in any drug or criminal activity.

Abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises may also result in termination of housing assistance.

Violent criminal activity is defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

I understand that BCHA will disclose information concerning Methamphetamine use and unit contamination with all relevant individuals and agencies.

BACKGROUND REPORTS. I authorize, through my signature, that BCHA may check police records at any time(s) during my participation in program.

- BCHA will consider all credible evidence, including but not limited to, any record of arrests, and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

BEHAVIOR TOWARD BCHA PERSONNEL. I understand that any abusive or violent behavior towards any BCHA staff member may result in termination of my rental assistance, or denial of my application for assistance.

FRAUD, BRIBERY, CRIMINAL ACTS. I understand that I may not sublease or sublet my unit, and that I am not allowed to assign the lease or transfer the unit. I may not own or have any interest in the unit and may not rent from a family member unless a reasonable accommodation has been granted. Members of my household may not receive a Housing Choice Voucher while receiving another housing subsidy, either for the same or another unit.

BY SIGNING THIS FORM:

I certify that the information given to BCHA based on income, family size, assets, allowances, and deductions to be true and correct to the best of my knowledge and belief.

I understand that providing false information or making false statements are grounds for termination of housing assistance and punishable under federal law.

I understand that I or anyone in my family is a person with a disability and require a specific accommodation to full participate in the HCV program I may request an accommodation by notifying my caseworker.

I have read the family obligations listed on the voucher and included here. I agree to these terms and understand that failure to comply may result in termination from the Housing Choice Voucher Program.

Signature Head of Household	Date	Signature Spouse/Other Adult	Date
Signature Other Adult	Date	Signature Other Adult	Date

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I, _____, certify, under penalty of perjury, that, to the best of my knowledge, I am lawfully within the United States because please check appropriate box):

( ) I am a citizen by birth, a naturalized citizen, or a national of the United States; or

( ) I have eligible immigration status and I am 62 years of age or older. (attach proof of age); or

( ) I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.

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[ ] Permanent residence under 249 of INA; or

[ ] Refugee, asylum, or conditional entry status under 207, 208, or 203 of the INA; or

[ ] Parole status under 212(d)(5) of the INA; or

[ ] Threat to life or freedom under 243(h) of the INA; or

[ ] Amnesty under 245A of the INA.

I, _____, certify that I am opting to not to contend noncitizen status and am considered to be an ineligible noncitizen for purposes of receiving housing assistance.

_____ _____

Signature Date

***PARENT/GUARDIAN must sign for family members under age 18. DO NOT sign child's name.**

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

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Permanent residence under 249 of INA: A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, bur who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under 249 of the INA (8 U.S.C. 1259) [amnesty granted under INA 249].

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Parole status under 212(d)(5) of INA: A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under 212(d)(5) of the INA (8 U.S.C. 1182(d)(5) [parole status].

Threat to life or freedom under 245(a) of INA: A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under 243(h) of the INA (8 U.S.C. 1253(h)) [threat to life or freedom].

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Instructions to Housing Authority: Following verification of status claimed by persons declaring eligible immigration status (other than for noncitizens age 62 or older and receiving assistance on June 19, 1995), HA must enter INS/SAVE Verification Number and date that it was obtained. A HA signature is not required.

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[ ] Parole status under 212(d)(5) of the INA; or

[ ] Threat to life or freedom under 243(h) of the INA; or

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I, _____, certify that I am opting to not to contend noncitizen status and am considered to be an ineligible noncitizen for purposes of receiving housing assistance.

_____ _____

Signature Date

***PARENT/GUARDIAN must sign for family members under age 18. DO NOT sign child's name.**

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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing (PIH)
Rental Housing Integrity Improvement Project

What You Should Know About EIV

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

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

What information is in EIV and where does it come from? HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

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

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

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

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

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

Remember, you may receive rental assistance at only one home!

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

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

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

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

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

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

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

What are the penalties for providing false information? Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

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

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

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

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

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

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

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

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

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

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

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

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

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

Where can I obtain more information on EIV and the income verification process? Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: http://www.hud.gov/offices/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.

Signature «First_Name» «Last_Name» **Date**

TENANT COPY
February 2010

Voucher

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

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

Office of Public and Indian Housing

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

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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

5 Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)

7 Name of Public Housing Agency (PHA)

8 Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determine the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

A. When issuing this voucher the PHA expects that if the family finds an approval unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.

C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

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

B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

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

D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
   1. The owner and the family must execute the lease.
   2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
   3. The PHA will execute the HAP contract and return an executed copy to the owner.

F. If the PHA determined that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
   1. The proposed unit or lease is disapproved for specified reasons, and
   2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

B. The family must:
   1. Supply any information that the PHA or HUD determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule reexamination or interim reexamination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the PHA in writing of the birth, adopting, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, in accordance with part 8 of this title, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.

LEAD-BASED PAINT ACKNOWLEDGEMENT FORM

BOULDER COUNTY HOUSING AUTHORITY

I acknowledge that I received the pamphlet entitled "Protect Your Family from Lead in Your Home."

_____	_____	_____
Printed Name – Head of Household	Signature	Date

HOUSING ASSISTANCE PROGRAMS
REQUEST FOR VERIFICATION OF EARNINGS

Date Submitted: _____

Regarding: _____ _____
Employee Name Social Security Number (last 4 digits only)

PROGRAM PARTICIPANT:
Please complete the following section, **sign and <u>return to your case manager</u>**.

Employer Name: _____ Phone: _____; Fax: _____

Contact Name (person that can provide the requested info): _____

I authorize my employer to furnish the information requested below.

_____ _____
Tenant/Applicant Signature Date

EMPLOYER:
The United States Housing Act of 1937, as amended, requires us to obtain verification of annual income of families admitted to the Housing Assistance Payments Program for the purpose of determining eligibility. Your responses will be kept confidential. **Please mail or fax completed form to «Staff_Full_Name».**

Date employment began: _____ Date of Termination: _____

The reason why the individual was terminated: _____

Date and Gross of Final Check: _____ $_____

Please note if last pay received included vacation/sick pay: _____

Employee's Job Title: _____

Average hours expected to be worked per week: _____ Hourly Rate: $_____

GROSS INCOME: Please report the date of the check and the gross amount of pay. Please **DO NOT** report when the income was earned, but rather when the income was paid. **DO NOT** report net pay.

Check Date	Gross Pay	Check Date	Gross Pay	Check Date	Gross Pay

_____ _____
Name Title

_____ _____ / _____
Company Phone Fax

_____ _____
Signature Date

THE 20TH OF THE MONTH
CUT-OFF-DATE PROCEDURE

In order to have your rent reduced for the next month due to a change in family circumstances either composition (adding/removing a family member) or a decrease in income, all documentation regarding the change must be submitted to your Section 8 Case Manager on or before the 20th day of any month.

1. You must notify this office in writing on or before the 20th of the month of an income or family composition changes.

2. You must also provide written documentation regarding the specific change.
    a. For a decrease in income this can be a letter from the employer showing your last day worked or a copy of your letter of resignation to your employer.
    b. Child support verifications showing a decrease in amount received.
    c. Benefit award letter showing a decrease in benefits for TANF or Social Security.

3. If you call after the 20th of the month to report a change, no changes will be made until the following month and you still must submit written documentation regarding the specific change.

_____ _____

Signature Date

POLICY MANUAL FOR METHAMPHETAMINE AND OTHER CONTROLLED SUBSTANCES ACKNOWLEDGEMENT FORM

BOULDER COUNTY HOUSING AUTHORITY

I acknowledge that I received a copy of Boulder County Housing Authority Policy Manual for Methamphetamine and Other Controlled Substances

Printed Name – Head of Household	Signature	Date
Printed Name – Household Member (Age 15 or Older)	Signature	Date
Printed Name – Household Member (Age 15 or Older)	Signature	Date
Printed Name – Household Member (Age 15 or Older)	Signature	Date

APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS… IS FRAUD WORTH IT?

Do You Realize…

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

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

Do You Know…

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

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

So Be Careful!

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

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

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

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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

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

Signature Date

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any record keeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 06/30/2026.

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

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

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

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

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

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

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

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

Who will have access to the information collected?
This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

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

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

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

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

What do I do if I dispute the debt or termination information reported about me?
If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.
Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.
The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:	**I hereby acknowledge that the PHA provided me with the *Debts Owed to PHAs & Termination Notice*:**
	Signature **Date**
	Printed Name

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

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- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

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

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

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

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

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

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

Who will have access to the information collected?
This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

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

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

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

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

What do I do if I dispute the debt or termination information reported about me?
If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.
Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.
The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:	**I hereby acknowledge that the PHA provided me with the *Debts Owed to PHAs & Termination Notice*:**
	Signature **Date**
	Printed Name

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____
Tenant Date

_____ _____
Landlord Date

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner or the designated representative of the Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802).

2. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.

3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.

5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near property premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner or the designated representative of the Owner and the Tenant.

_____

OWNER Date

_____

TENANT Date

DOCUMENTATION VERIFICATION LIST
For Income, Assets, And Medical Expense Reimbursement
for Participants of Boulder County Housing Assistance Programs

The Boulder County Housing Authority is required to obtain independent third-party verification for all income, assets and reimbursements.

TYPE OF INCOME	ACCEPTABLE PROOF
Employment	Provide employer's name and fax number to your Case Manager to send a verification of earning request and/or one month's worth of paystubs, dated within the past 30 days. (Please note that your Case Manager may request additional documentation, such as your most recent tax returns.)
Social Security/Disability/Supplemental	Program staff will be able to access this information.
Pension	Provide statement of income.
Federal Social Services Income, such as TANF (Temporary Aid to Needy Families), OAP (Old Age Pension), AND (Aid to the Needy Disabled), etc.	Social Services income will be provided and verified by Boulder County Human Services Division through a request from your case manager.
Child Support Income	Your Social Security Number will be used to obtain a report form Family Support Registry to verify child support income.
Unemployment Benefits	Provide current documentation from the Unemployment agency, showing the amount received and the time period of receipt.
Trust Accounts	Provide statement of Income.
ASSETS	**ACCEPTABLE PROOF**
Bank Checking Account(s)	Provide 1 of the most current account statement(s), dated within the past 30 days.
Bank Savings Account(s)	Provide 1 of the most current account statement(s), dated within the past 30 days.
Money Market Account(s)	Provide 1 of the most current account statement(s), dated within the past 30 days.
Investment/Retirement Accounts, such as IRAs, Stocks, Mutual Funds, etc.	Provide most current financial statement(s), from the most current quarter.
CHILD CARE EXPENSES	**ACCEPTABLE PROOF**
From licensed child care provider:	Provide child provider's name and fax number to your case manager to send a verification request.
From an unlicensed child care provider (i.e., family member):	Have your child care provider complete a form provided to you by your Case Manager, showing the monthly hours provided and the payment amount. Please note that this form will need to be signed in front of a notary.

MEDICAL EXPENSES	ACCEPTABLE PROOF
Note: The following is applicable for only those residents who have been approved for medical expenses reimbursement. If you have been approved to submit medical expenses, please make sure your documentation is for expenses dates dated from the beginning of last year's recertification appointment month until the current appointment month. (For example, if your recertification appointment is held in Nov 2017, then please collect receipts for Nov 1, 2016 through Oct 31, 2017.) Please make sure to take out all duplicate receipts.	
Doctor Bills Paid	Provide a statement/receipts, showing provider, amounts and dates paid during the appropriate time period.
Hospital Bills Paid	Provide receipts, showing provider, amounts and dates paid.
Prescription Payments	Provide a statement from your pharmacy for the appropriate time period, showing provider, amounts, and dates paid.
Dental Payments	Provide a statement/receipts, showing provider, amounts and dates paid during the appropriate time period.
Vision Payments	Provide a statement/receipts, showing provider, amounts and dates paid during the appropriate time period.
Medical Insurance Payments	Provide a statement showing monthly payments and amounts.
Mileage to Medical Appointments	Provide a list of appointments, showing number of miles and dates. Dates must correlate to medical appointments specified on other receipt documentation.
Non-Prescription Items *Items must be those that are *primarily to prevent or alleviate a physical or mental defect or illness.* Items that are taken to maintain ordinary good health are not eligible for deduction as medical expenses under federal law.	Provide a letter from the provider which is written by the doctor or his authorized staff and signed by him or her, and which details the following for each item claimed as a medical expense • Name or type of item • Quantity/Frequency required • Verification that the reason for the item is to treat a medically diagnosed condition that the doctor has verified and which necessitates the item • Date that the doctor prescribed the item as a specific treatment for the medical diagnosis • For any non-prescription medicines, supplements, vitamins, or herbal remedies, the date on which the doctor recommended the item to the client and verification that the recommendation was made to the client in writing. • For any personal use items (items that are ordinarily used for personal, living, or family purposes), a statement explaining that the item is used to primarily prevent or alleviate a physical or mental defect or illness, and the date that you recommended the item. Letter must also include a general certification that all the items are medically necessary and not merely used for ordinary personal, living, or family purposes.

BOULDER COUNTY HOUSING AUTHORITY

APPLICANT QUESTIONNAIRE

Please complete this form and bring it with you to your appointment, along with any applicable supporting income, asset, childcare and medical documentation listed on the Documentation Checklist. All information must be truthful and all required documentation must be provided.

HEAD OF HOUSEHOLD AND CURRENT ADDRESS					
NAME	FIRST	LAST		MIDDLE INITIAL	
PHYSICAL ADDRESS	PO BOX / STREET		**MAILING ADDRESS**	STREET ADDRESS	
	CITY/TOWN			CITY/TOWN	
	STATE/ZIP CODE			STATE/ZIP CODE	
E-MAIL	@				
PHONE NUMBERS	HOME	WORK		CELL PHONE	

HOUSEHOLD COMPOSITION

List all persons who will be living in the household when you receive rental assistance. Use additional sheet if necessary.

NAME	RELATIONSHIP TO HEAD OF HOUSEHOLD	GENDER	DISABILITY	DATE OF BIRTH	RACE *Not for eligibility purposes only statistical	ETHNICITY *Not for eligibility
1	Head	☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic
2		☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic
3		☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic
4		☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic

5		☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic
6		☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic
7		☐ Male ☐ Female	☐ Yes ☐ No		☐ American Indian/Alaska Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Other	☐ Hispanic/Latino ☐ Not Hispanic

YES	NO	N/A	
			Do you wish to remain with your present landlord? If no or unsure, please explain: _____
			Do you expect any additions to the household within the next twelve (12) months? NAME AND RELATIONSHIP: _____ EXPLANATION: _____
			Do you have full custody of your child(ren)? EXPLANATION: _____
			Are there any absent household members who, under normal circumstances, would live with you, such as a family member away in military duty, or child away at school? EXPLANATION: _____
			Have you or any household member ever used a different name or social security number? EXPLANATION: _____
			Have you or any household member ever been evicted from federally assisted housing in the past 3 years? If yes, what dates and what agency? _____
			Have you or any household member ever been in a federally assisted housing program before? If yes, what dates and what agency? _____
			Have you or any household member ever lived in any other state? If yes list the states, dates and family member name: _____

HOUSEHOLD INCOME Include all income or financial benefits anticipated for the next twelve months, received by **ALL** household members, regardless of age.						
YES	**NO**	**DO YOU OR ANYONE IN YOUR HOUSEHOLD RECEIVE OR EXPECT TO RECEIVE INCOME**				
		1.	Employment wages or salaries? *Including overtime, tips, bonuses, commissions, and payments received in cash*			
		2.	Self-employment?			
		3.	Unemployment benefits or worker's compensation?			
		4.	Temporary Assistance, to Needy Families (TANF)?			
		5a.	Child Support or alimony? *We will count court awarded amounts for alimony and child support unless verification is submitted that (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.* *We must also count support that is not court-ordered, or received directly from the payor.*			
		5b.	**YES**	**NO**	**HOW IS THE SUPPORT RECEIVED?**	
					Child Support Enforcement Agency	NAME OF AGENCY
					Directly from Individual	NAME OF PERSON
		5c.			If money is not actually received, are you taking legal action to remedy? *Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.*	Explain:
		6.	Social Security, SSI or any other payments from the Social Security Administration?			
		7.	Veteran's benefits, pensions, retirement benefits or annuities?			
		8.	Cash contributions or gifts (including rent or utility payments) received on an ongoing basis from persons not living with you (exclude food stamps, and WIC assistance) This would include gofundme accounts, pan-handling, someone buying or paying for: groceries, gas money/vouchers, diapers, cell phone bills, cigarettes, etc.,			
		9.	Educational grants, scholarships, or other student benefits?			
		10.	Do you or any household member expect any changes to your income in the next twelve (12) months?			
		11.	Pan-handling for money or donating plasma?			

FAMILY MEMBER NAME	TYPE of INCOME	AMOUNT PER MONTH

ZERO INCOME VERIFICATION		
YES	**NO**	
		Is YOUR household claiming zero income? If yes, please be prepared to provide the following items with you to your appointment: copies of all household bills and receipts for expenses: utilities, car and medical insurance (if not Medicaid), cell phone, internet, grocery items, entertainment, etc. for the previous three months to your appointment

ASSET INFORMATION Include all assets held and other income derived from the asset. An asset is defined as a lump sum amount that you hold and currently			
YES	**NO**	**DO YOU OR ANYONE IN YOUR HOUSEHOLD HOLD:**	
		1.	Checking or savings accounts?
		2.	CDs, money market accounts or treasury bills?
		4.	Trust funds?
		5.	Pensions, IRAs, KEOGH or other retirement accounts or stocks, bonds or other securities?
		6.	Real estate, rental property, land contracts/contract for deed or other real estate holdings? *This includes your personal residence, mobile homes, vacant land, farms, vacation home or commercial property.*
		7.	Do you have an EBT Electronic Benefits Card for cash benefits from Human Services?
		8	Do you have any electronic accounts? (Venmo, Paypal, CashApp)

FAMILY MEMBER NAME	TYPE OF ASSET	LAST 4 OF ACCOUNT NUMBER	BALANCE AMOUNT

DISPOSITION OF ASSETS		
YES	**NO**	
		Have you or any family member disposed of or given away any asset(s) for **LESS** than fair market value within the past two years? (Ex: cashing out a retirement account, selling stocks/bond, selling a land or residential property)
AMOUNT:		
EXPLANATION:		

MEDICAL EXPENSES

If you or your spouse are elderly and/or disabled and pay all or part of your medical expenses, you may be entitled to an allowance to offset your portion of the rent. Please refer to the allowable list of medical expenses in the recertification packet and bring the requested proof with you to your appointment. Medical expenses deducted must be expenses which ***you*** must make payment to (which is not reimbursed by insurance or any other person or agency including gofundme accounts).

YES	NO	
		Do you wish to claim any medical expenses?

Does anyone in your household use any of the following items? ☐ Yes ☐ No

☐ Oxygen Concentrator	☐ Feeding Tube Pump
☐ Nebulizer	☐ CPAP Machine
☐ Electric Hospital Bed	☐ Leg Compression Pump
☐ Alternating Pressure Pad	☐ Dialysis Machine/Equipment
☐ Low Air-Loss Mattress	☐ Other electric medical equipment not listed:_____
☐ Power Wheelchair/Scooter	

CHILD CARE EXPENSES

If you are paying childcare expenses that allow you to work or attend school, you may be entitled to an allowance to offset your portion of the rent. Please bring proof of your childcare expenses with you to your appointment.

YES	NO	
		Do you wish to claim any childcare expenses?

STUDENT INFORMATION

YES	NO	
		If any adult (18 years of age or older) in the household currently a part-time or full-time student, or planning to be one within the next 12 months? If Yes, list the name of the student and the school. *You will need to provide verification from the school.*

STUDENT NAME	NAME OF SCHOOL
_____	_____
_____	_____
_____	_____

CRIMINAL INFORMATION

YES	NO	
		Are you or **any family member** required to register as a sex offender? If Yes, give details below.
		Have you or **any family member** been charged with or convicted of a crime during the past year? If Yes, give details of the crime, when it took place and where?

FAMILY MEMBER NAME	CRIME
WHEN	DETAILS
WHERE	

APPLICANT CERTIFICATION

I certify that the information given on this application is accurate and complete to the best of my knowledge. I understand that false statements or information is punishable under Federal Law. I understand that unreported income and assets is considered fraudulent, and that if I fail to disclose any income and/or assets, I will be required to pay the Boulder County Housing Authority for additional rent owed, and risk termination of my assistance. **I understand that I or anyone in my family is a person with a disability and require a specific accommodation to full participate in the HCV program I may request an accommodation by notifying my caseworker.**

Head of Household Signature	Date	Spouse/Co-Head Signature	Date
Other Adult Signature	Date	Other Adult Signature	Date

HOUSING ASSISTANCE PROGRAMS
CHILD CARE PROVIDER VERIFICATION REQUEST
Date Submitted: November 20, 2017

Providers: Please complete this form, and mail/fax it back to the Housing Authority. Thank you.

If you are a licensed provider, in addition to completing this form, please attach documentation on the facility's letterhead showing this client's enrollment, costs and payments made.

If you are an unlicensed/individual provider, after completing this form, please sign it before a notary.

«First_Name» «Last_Name»	_____	«Staff_Full_Name»
Custodial Parent	Parent Authorization Signature/Date	BCHA Staff

The children currently enrolled in my care are:

Child's Name	Date of Birth	Date of Enrollment
_____	_____	_____
_____	_____	_____
_____	_____	_____

Are you receiving a subsidy by a government-funded Child Care Assistance Program (CCAP) for this client?
☐ No ☐ Yes If yes, the monthly subsidy is $_____

Average number of hours per week that child care is provided: _____

The total amount I receive is: $ _____ ☐ Monthly ☐ Weekly ☐ Year-to-Date

_____	
Name of Agency/Individual	License/FEIN #
_____	
Address	Phone
_____	
Name of Person Completing form (if different than above)	Signature

Affirmation by Individual/Non-Licensed Child Care Provider

I declare and affirm, under penalty of perjury that the above information is true and accurate and that I can be summoned to appear in court to testify to these facts.

_____
Signature of Child Care Provider

Subscribed and sworn to be this ___ day of _____, 20____.

_____ _____
My Commission Expires Notary Public

MOVE DOCUMENTS

Documents Included:

Move Instructions
BCHA Landlord List
Landlord Assurance Fund
Housing Search Tracking Form
Going Home Housing Search Form (2)
Payment Standard (for the current year)
Utility Allowance (for the current year)
Request for Tenancy Approval (RFTA)
W-9 Tax Form
Direct Deposit Form
HQS Inspection Checklist

The following documents are included in the Move Packet:

- **Notice of Intention to Move form**
  If you are at the end of your lease, you will need to provide your landlord with a 30- or 60-day notice (per your lease agreement). **In addition to your landlord, please give a copy of this form to your case manager at BCHA.**

- **Rental Amount based on a ____ -bedroom**
  Please note that the price of this voucher includes your utility allowance. Please account for this entire cost when you are considering the rental costs of the new property. (Please do not share this information with your prospective landlord.)

- **List of management agencies and landlords who have previously worked with or have expressed an interest in working with the Housing Choice Program**
  You may also find properties to rent by looking through rental ads in the newspaper, on the web, and by driving around neighborhoods to which you are interested in moving to.

- **Request for Tenancy Approval**
  To be completed by your prospective management company/landlord and returned to BCHA.
  This form is required as soon as possible, as we will use it to determine your approval.

- **Direct Deposit Authorization form**
  To be completed by your prospective management company/landlord and returned to BCHA.

- **W-9 –Request for Taxpayer Identification number and Certification**

To be completed by your prospective management company/landlord and returned to BCHA.

- **Lease Addendum for Drug-Free Housing**
  Please sign, and then give it to your new management company/landlord and returned to BCHA.

- **VAWA –Lease Addendum**
  Please sign, and then give it to your new management company/landlord and returned to BCHA

- **Housing Inspection Checklist** – Guide for landlord on what inspectors will be looking at.

LANDLORD LIST

The following property management agencies and apartment complexes throughout Boulder County and Broomfield currently work with the Boulder County Housing Authority (BCHA) Housing Assistance Programs.

Please note:

- This list does not include all work with the Boulder County Housing programs;
- These are only suggestions for tenants in search of rental units;
- Other than units owned and managed by a Housing Authority, there is no guarantee that the units will meet the housing quality standards and rent requirements required by BCHA; and,
- Rental applications will need to be completed by each prospective tenant and approved by the management prior to approval.

If you are a property owner who currently accepts a Boulder County Housing Choice Voucher, is not listed below and would like to be added to the list, please contact BCHA at 720/564-2274.

If you are a property owner who has not accepted a housing voucher and would like to, please contact BCHA at 720-564-2274 or visit www.bouldercountyhousing.org for more information (including frequently asked questions for property owners).

Other sources for rental resources include, but are not limited to, local newspapers, the internet (suggested resources below) and through neighborhood wanders.

ONLINE RENTAL RESOURCES

Note: Please be aware of safety concerns when contacting private owners/visiting private properties on your own.

https://resources.hud.gov/
www.craigslist.org
www.housinghelpers.org
www.coloradohousingsearch.com
www.zillow.com
www.rentals.com
www.apartmentratings.com
www.apartments.com

PROPERTY MANAGEMENT COMPANIES/HOUSING AUTHORITIES

Boulder County Housing Authority	720/564-2284	www.bouldercountyhousing.org
Boulder Housing Partners	720/564-4600	www.boulderhousing.org
Housing Helpers	303/545-6000	www.housinghelpers.com
Pennant Investment Company	303/447-8988	www.pennantinvestment.com
PMP Reality	303/772-6945	www.pmpreality.com
Thistle Communities	303/442-2293	www.thistlecommunities.org

BOULDER COUNTY APARTMENTS

Eagle Place Townhomes	1364 Cimarron Dr	Lafayette	303/554-5390
Ardenne/Fairfield Peakview Apartments	601 Merlin Dr	Lafayette	303/604-9771
Copper Stone Apartments	750 South Lafayette Dr	Lafayette	720/414-3475
Centennial Park	1205 Pace Street	Longmont	720/619-2707
Crisman Apartments	750 Crisman Dr	Longmont	303/772-9158
Copper Peaks	2770 Copper Peaks Ln	Longmont	303/485-6118
Chateau Villa	1530 W 9th Ave	Longmont	303/776-1953
Clover Basin Village Apartments	630 South Peck	Longmont	303/485-0512
Eastglen Apartments	630 Lashley Ln	Longmont	303/682-2943
Grandview Meadows	620 Grandview Meadows	Longmont	303/684-7556
Quail Village Apartments	321 Quail Rd	Longmont	833-599-3579
Turner Realty of Longmont	425 Coffman St	Longmont	303/776-1105
Park on 14th	2201 14th Avenue	Longmont	303/772-3737
Glen Ridge Apartments	2211 Pratt Street	Longmont	303/529-1487
Victoria Inn	2400 17th Avenue	Longmont	303/772-4667
Boulder Nest	4990 Osage Dr	Boulder	303/494-5462

BROOMFIELD APARTMENTS

– only for current voucher holders, not for tenants porting their voucher into Boulder County.

Birch Apartments	1030 E. 10th Ave	303/465-2275
Broomfield Greens (Seniors)	12451 Sheridan Blvd	303/465-6466
Flatiron Park Apartments	1318 W. 4th Ave	303/469-1393
Garden Center Apartments	70 Garden Center	303/469-2443
Highlander Apartments	1049 East 9th Avenue	303/466-1808
Maryel Manor (Seniors)	12555 Sheridan Blvd	303/469-6655
Royal Village Apartments	245 Marble #101	303/439-7675
Summit at Flatirons	210 Summit Blvd	720/566-0600
Town Centre Senior Apartments	999 E 1st St	303/465-1919
Village Square Apartments	645 Alter St	303/404-9102

Boulder County
Landlord Assurance Fund (LAF)

The Landlord Assurance Fund (LAF) helps landlords in Boulder County recoup damage costs for rental assistance supported tenants. The fund acts as a "safety net" for the first two years of tenancy for all landlords who accept federal, state, and local Boulder County housing vouchers and other types of rental assistance.

All of the following conditions must be satisfied to make a claim against the fund:

1. The unit is in Boulder County;
2. There is between $500 and $5,000 (maximum request) of eligible damage caused while the unit was being leased using a federal, state or local housing voucher;
3. The lease was in place when the damage occurred and had an effective date of July 1, 2019 or later;
4. The owner submitted a move-in condition report signed by the owner and the resident to the related voucher administrator within 10 days of the lease effective date*;
5. The claim is for damages that were caused by tenant within two years of the start date of the lease.

Note: Dollars are only provided if the landlord is unable to satisfy the reimbursement payment through any other source, including the security deposit.

** voucher administrator can also refer to the initial HQS/Habitability inspection for additional information*

For more information, contact us at (303) 441-4364 or email: mediation@bouldercolorado.gov

Funding for LAF is provided by the following partners:

Boulder County

Boulder County Housing Authority

Boulder Housing Partners

City of Boulder

City of Longmont

Longmont Housing Authority

Mental Health Partners

Landlord Assurance Fund

Helping Landlords in Boulder County Recoup Damage Costs for Rental Assistance Supported Tenants

How to Submit a LAF Claim

- To file a claim, the owner must contact the voucher administrator within 5 business days after receiving possession of the unit to inform staff of their intent to file a claim.
  If you don't have the voucher administrator's contact information, call (303) 441-4364 or send an email to: mediation@bouldercolorado.gov

- Next, within 30 days of contacting the voucher administrator, complete the LAF Claim Form at the following URL:
  https://bouldercolorado.formstack.com/forms/landlord_assurance_fund_claim_form

When submitting a LAF Claim Form, you must also:

- Submit copies of the final move-out inspection with pictures. The voucher administrator agency has the discretion to conduct an inspection of the reported damage and the owner must be present for the inspection if an inspection is conducted.
- Submit copies of paid invoices for repairs above normal wear and tear, any other supporting documentation, and a copy of the final security deposit settlement.

- The full amount of the collected security deposit and any available insurance coverage must be used to cover unpaid amounts before a LAF claim can be filed

- LAF funding agencies may contact owners who have submitted claim forms to obtain additional information

What's Not Covered

The following damages and conditions are not covered by the LAF:

- Uncollected security deposit
- Damage to common areas or other units
- Attorney's fees/court costs
- Infestations
- Mold
- Damage covered by insurance policies (note: the insurance deductible may be covered)
- Units other than the one under contract
- Damage committed more than two years after the effective date of the applicable lease
- Damage not directly linked to the family's occupancy (such as forces of nature)
- Lost rental income
- Any utility cost and/or rental arrears

Note: Only the unit under the contract is covered.

going home

Identifying key details for your prospective home

Use this document to survey any unit you're considering renting.

this document created for RENTAL EDUCATION WORKSHOPS by HOUSING & HUMAN SERVICES

boulderCountyHC.org

The basics.

Property address _____

Company name _____

Person I can talk to _____

Their contact phone (_____) _____

Contact email _____

About this unit.

Name of who saw it or asked about it? _____

Number bedrooms _____ Number bathrooms _____

Date available _____

Distance from work _____ Distance to school(s) _____

Lease length (yrs? mo to mo?) _____

Costs to move in.

Returnable?			
YES	NO	Prorated rent	
YES	NO	First month's rent	
YES	NO	Security deposit	
YES	NO	Pet deposit	
YES	NO	Pet rent	
YES	NO	Application fee	
YES	NO	Utilities setup/ transfer	
YES	NO	Additional admin fees	
YES	NO	Other (*w/d, internet,parking*)	

TOTAL MOVE IN COSTS $ _____

Costs to live there.

Paid to whom?	*Low estimate*	*High estimate*
Base rent		
Gas		
Electric		
Water		
Sewer		
Pet rent		
Other utilities		
Transportation costs (+/-)		
Amenities (*w/d,internet,parking*)		

MONTHLY COSTS $ _____ (low estimate) $ _____ (high estimate)

Other details. What's next?

Maintenance required ($ and time) _____ Does this meet any accessibility needs I have? _____

How does this MONTHLY COST total fit with my income? How does it fit with other important expenses? _____

What do I like about unit? What do I like about landlord? _____

Follow-up I agreed to do _____

Boulder County Housing Authority
Housing Search Tracking Form

Date	Address of Unit	Landlord Name and Phone	Outcome

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.

2026 BCHA Utility Allowances

Boulder County Housing

All Building Types

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Electric and/or gas	$77	$88	$111	$134	$156	$177
Water and/or sewer	$55	$56	$64	$73	$83	$92
Trash	$47	$47	$47	$47	$47	$47
All Utilities	**$179**	**$191**	**$222**	**$254**	**$286**	**$316**

Utility Allowance $_____ plus Contract Rent $_____ equals Total Gross Rent $_____

***Total Gross Rent Should Be Under Payment Standard for Voucher Size**

2026 Boulder County Housing Authority (BCHA) Voucher Payment Standards

BCHA Payment Standards for All Voucher Types Except VASH

Studio	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
$1585	$1823	$2217	$2898	$3394	$3903

Payment standard covers all BCHA voucher holders leasing up or renewing leases in Boulder and Broomfield County.

VASH Voucher Payment Standards

/Studio	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
$1864	$2154	$2549	$3384	$3887	$4470

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection

9. Structure Type

- ☐ Single Family Detached (one family under one roof)
- ☐ Semi-Detached (duplex, attached on one side)
- ☐ Rowhouse/Townhouse (attached on two sides)
- ☐ Low-rise apartment building (4 stories or fewer)
- ☐ High-rise apartment building (5+ stories)
- ☐ Manufactured Home (mobile home)

10. If this unit is subsidized, indicate type of subsidy:

- ☐ Section 202 ☐ Section 221(d)(3)(BMIR)
- ☐ Tax Credit ☐ HOME
- ☐ Section 236 (insured or uninsured)
- ☐ Section 515 Rural Development
- ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____

11. Utilities and Appliances

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

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

12. Owner's Certifications

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

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

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

c. Check one of the following:

☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

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

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 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. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

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

Amenities In Apartment – for Rent Reasonableness Determination

Address:_____

Number of Bedrooms:_____ **Number of Bathrooms:** _____

Please check all the owner provided amenities that apply:

☐ Basement/Attic ☐ Ceiling Fan ☐ Cover ☐ Energy Efficient Certified Unit ☐ Handicap Accessible ☐ Playground/Courts ☐ Security System ☐ Working Fireplace	☐ Business/Fitness Center ☐ Central A/C Unit ☐ Deck/Balcony Patio/Porch ☐ Fenced ☐ Hardwood Floors ☐ Pool ☐ Storage ☐ Yard Sprinkler System	☐ Cable/internet ready ☐ Ceramic Tile Floors ☐ Dishwasher ☐ Garage ☐ Laundry Facilities ☐ Range ☐ Washer/Dryer Hookups	☐ Carpeting ☐ Clubhouse ☐ Elevator ☐ Garbage Disposal ☐ Modern Appliances ☐ Refrigerator ☐ Window/Wall A/C Unit

Please check all housing services offered that apply:

☐ Package receiving for tenants ☐ Free basic cable or wifi	☐ Lawn upkeep or snow removal for single family unit ☐ Elderly transportation	☐ Children Day Care Center

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

BOULDER COUNTY HOUSING AUTHORITY
HOUSING ASSISTANCE PAYMENT
DIRECT DEPOSIT AUTHORIZATION FORM

I authorize the Boulder County Housing Authority (BCHA) to automatically deposit my HAP payment into my account.

This includes authorization for Boulder County Housing Authority to reverse any BCHA entries made in error and redeposit the correct amount. This authorization does not permit BCHA to withdrawal any funds for refunds, overpayments, or recoup assistance payments.

This authorization will remain in effect until I give written notice to the Boulder County Housing Authority accounting department to discontinue.

OWNER/ AGENT NAME:_____

NAME ON ACCOUNT (if different from above):_____

FINANCIAL INSTITUTION NAME:_____

ROUTING NUMBER (9 digits on bottom of check):_____

ACCOUNT NUMBER (usually on bottom right of check):_____

ACCOUNT TYPE: CHECKING_____ SAVINGS_____

YOUR PHONE NUMBER:_____

SIGNATURE:_____ DATE:_____

STAPLE VOIDED CHECK (OR COPY) HERE

Please mail this completed form and your voided check (or photocopy) **and a copy of your identification**:

Boulder County Housing Authority
Attn: Accounts Payable
PO Box 471
Boulder, CO 80306-0471

Please call (303) 441-4533 with any questions.

If you choose to sign up for direct deposit you can register for a free account with our software vendor, HMS PAL (Payment Access for Landlords) that provides you with your payment information.

You can view up to 18 months of payment history regarding your properties and receive an email notification when a new payment has been made to your account.

It is a free service and only takes a few minutes to sign up.

All you need in order to register is the social security number or tax identification number used for your property.

Please visit: http://www.hmsforweb.com/pal to sign up.

BOULDER COUNTY HOUSING & HUMAN SERVICES

Hope for the future. Help when you need it.

Housing Inspection Checklist

The Boulder County Housing Authority (BCHA) is required to ensure that all housing units occupied by Section 8 Housing Choice Voucher (HCV) participants meet certain health and safety standards.

These "Housing Quality Standards" (HQS) are set by the U.S. Department of Housing & Urban Development (HUD).

Before BCHA enters into a contract and issues rental assistance payments, units must pass an HQS inspection.

The rental unit must pass an annual inspection for rental assistance payments to continue. Complaint and quality control inspections may be performed between annual inspections.

A HQS inspector will contact the owner by phone/email/letter to schedule the inspection.

NOTE:

The owner may not access any portion of the assisted unit for their personal use.

Exterior Items: Must Be in Good Condition

- ☐ **Street numbers** must be present and visible from the street in a contrasting color to the unit color.
- ☐ **Parking areas** must be maintained in good condition and free of unsafe vehicles.
- ☐ **Yards** must be maintained in good condition. Weeds may not exceed 6 inches in height.
- ☐ A **handrail** is required on stairways of four or more risers, and on unprotected heights over 30 inches (e.g., porches, balconies).
- ☐ **Trash disposal** must be available.
- ☐ **Fences** must be maintained in good condition (no missing parts, no exposed nails, no deteriorated paint).
- ☐ **Exterior surfaces** must not have excessive chipping, cracked, chalking, or peeling paint.
- ☐ **Hot water heaters** must have a pressure relief valve with a discharge line of galvanized steel or hard copper of the same diameter as the valve opening and directed downward 6–24 inches from the ground. If the hot water heater is inside, it should be vented to the outside or down 6–24 inches from an approved drainage outlet and must have safety dividers or shields.
- ☐ **Roof** must be in good condition and show no signs of leaking.
- ☐ **No graffiti** allowed on the exterior of house/rental complex, sidewalks, or fences.

Interior Items: Must Be in Good Condition

KITCHEN CHECKLIST:

SINK:

- ☐ Turn on faucet and check for: Hot/cold running water
- ☐ No leaks in pipes or faucet Proper gas trap (p-trap or j-bend) Faucet turns off completely
- ☐ No hole in wall under sink

STOVE:

- ☐ All burners operate
- ☐ All knobs present and settings visible
- ☐ Oven works and lights automatically, if gas
- ☐ Door gasket present and in good condition
- ☐ Clean inside and out (no grease around stove)

REFRIGERATOR:

Open refrigerator and freezer and check:

- ☐ Clean and working
- ☐ Door gaskets in good condition
- ☐ If freezer is inside refrigerator, door should latch closed

KITCHEN - OTHER CHECKLIST:

- ☐ Properly functioning overhead light fixture
- ☐ All appliances and fixtures function properly: disposal, range vent hood, dishwasher, etc.
- ☐ Kitchen cabinet doors properly secured; drawers slide freely
- ☐ Clean floors, sinks, countertops and cabinets
- ☐ Tile floors and countertops in good condition

LIVING ROOM CHECKLIST:

- ☐ Front door lock functions properly.
- ☐ All windows have a permanently attached working lock (if

accessible from outside), at least one window able to close or stay open

BATHROOM CHECKLIST:

- ☐ Clean bathtub, toilet, tile, walls, floor, vanity, mirrors, medicine cabinet, and sink. No rust or mildew.
- ☐ Adequate ventilation, properly operating fan or window that opens.
- ☐ Permanently attached, working lock on window (if accessible from outside).
- ☐ Toilet flushes properly. No drain blockage, leaks, and is stable.
- ☐ Hot/cold running water in bathtub and sink.
- ☐ No leaks in pipes or faucet; proper gas trap (p-trap or j-bend).
- ☐ Properly installed towel bars, toilet paper holders and soap dishes.
- ☐ Absence of these items is not a fail item, but it will be noted on the inspection report.
- ☐ Properly functioning light fixture.

BEDROOM CHECKLIST:

- ☐ At least one window must open in each bedroom; all windows have a permanently attached working lock (if accessible from outside). Windows must not be painted shut.
- ☐ If installed, at least one set of iron bars must have fluid motion, quick release capability in each bedroom.
- ☐ Bedrooms must have a floor area of not less than seventy (70) square feet.

GENERAL INTERIOR ITEMS CHECKLIST:

- ☐ **Doors to Outside:** Properly working locks required. One exit door must be accessible to outside without use of a key. Single cylinder deadbolt locks recommended.
- ☐ **Interior Doors:** No simple bolt, double-cylinder dead bolt, barrel, or hasp locks on outside of doors, preventing exit from a room.
- ☐ **Ceilings/Walls:** No large cracks, holes, deteriorated paint, leaks, air infiltration, or serious structural defects.
- ☐ **Floors:** Sanitary and decent with no large cracks, holes, torn carpet, buckling, or severely chipped tile. Check for possible tripping hazards.
- ☐ **Screens:** Not required but if present must fit properly with no holes or tears.
- ☐ **Permanent heating system:** Must be present, working, properly vented, and of sufficient size for the unit
- ☐ **Windows:** No missing or broken panes, large cracks or leaks. Must be able to close or stay open. Windows accessible from outside (less than 6 feet off ground) must have permanently attached working locks.
- ☐ **Weather stripping** On windows and doors if gaps allow drafts.
- ☐ **Infestation:** No signs of mice, roaches, or other vermin
- ☐ **Working smoke detector:** One smoke detector is required for each floor of the unit and installed per NFPA 72 Standards
- ☐ **Working carbon monoxide detector:** Installed near the bedrooms in accordance with the Colorado House Bill 09-1091.
- ☐ **Appliances/fixtures:** All must be working
- ☐ **Electrical switches and outlets:** No cracked covers, missing plates, exposed fuse box connections, or wires in unsafe places
- ☐ **Closet doors:** Not required, but if present, must be on track and working properly
- ☐ **Outlets:** Must be in proper operating condition. If the unit has three-pronged outlets, they must be grounded or have properly functioning ground fault circuit interrupter (GFCI).

All outlets within 6 feet of splashing water must be GFCI protected.

FAILED INSPECTIONS:

If a unit fails the initial inspection, all non-life-threatening failed items must be corrected within 30 days or less. All life-threatening failed items must be corrected prior to subsidy being paid on the unit.

If it fails an annual inspection, failed items must be corrected for the subsidy to continue. The owner or property manager is required to repair items within 30 days or less as specified in the inspection report. However, if the failed item is considered life-threatening, federal law requires the repair to be made within 24 hours.

Additional time may be granted in cases where extensive repairs are needed. If a unit fails the initial inspection more than once, BCHA will not inspect the unit again for that tenant.

If the tenant is responsible for damages the tenant causes. You may require the tenant to repair or pay for the repair of items the tenant has damaged. You would give the tenant written notice, explaining which items they are to repair and when, with a copy provided to BCHA. If tenants fail to repair damages they caused their Housing Choice vouchers may be terminated.

If items that failed inspection are not repaired in the required time, BCHA may begin withholding housing assistance payments. The tenant cannot be held responsible for the BCHA's portion of the rent. When the repairs have been made and the unit passes the final HQS inspection, BCHA will resume housing assistance payments, prorated from the date of the inspection.