Voucher Briefing Reference Guide

Housing and Community Services

Housing Choice Voucher Program

455 N. Main – 10th Floor
Wichita, KS 67202
(316) 462-3700

Voucher Briefing Reference Guide

The Voucher Briefing Packet includes the following information for your rental assistance in the Housing Choice Voucher Program:

Acronyms

HUD- Housing and Urban Development

WHA-Wichita Housing Authority

HCV- Housing Choice Voucher

HA -Housing Authority

PHA- Public Housing Agency

HOH- Head of Household

RFTA-Request for Tenancy Approval

FMR- Fair Market Rent

FSS- Family Self Sufficiency (program)

HAP- Housing Assistance Payment

HQS- Housing Quality Standards

TTP- Total Tenant Payment

VASH- Veterans Affairs Supportive Housing

VAWA- Violence Against Women Act

DCF- Department of Children and Families

Glossary of Terms

Abatement -The PHA must abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period.

Adjusted Annual Income - The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative Plan- Outlines PHA policies for administration of the tenant-based programs.

Admission- The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term).

Applicant (Applicant Family - A family that has applied for admission to a program but is not yet a participant in the program.

Child - For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Dependent - A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Fair Market Rent (FMR) - The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family: Includes but is not limited to:

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
2. An elderly family;
3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. The remaining member of a tenant family; and
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family Members: Includes all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent-to-Owner- The portion of rent to owner paid by the family.

Family Share- The portion of rent and utilities paid by the family.

Family Self-Sufficiency Program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services.

Full-Time Student: A person who is attending school or vocational training on a full-time basis.

Gross Rent: The sum of the rent to the owner plus any utilities.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household Members: Include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the HCV program.

Housing Voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Initial Rent-to-Owner- Refers to the rent to owner at the beginning of the HAP contract term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertification when a change in a household's circumstances warrants such a reexamination.

Jurisdiction- The area in which the PHA has authority under State and local law to administer the program.

Lease -Written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family.

Owner- Any person or entity with the legal right to lease or sublease a unit to a participant.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution).

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises. The housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Reasonable Rent- Rent to owner that is not more than rent charged:

For comparable units- in the private unassisted market; and for comparable unassisted units in the premises.

Rent-to-Owner- The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

Subsidy Standards- Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension- (Tolling) is stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval of the tenancy, until the time when the PHA approves or denies the request.

Tenant -The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Voucher Holder- A family holding a voucher with an unexpired term (search time).

Voucher (Rental Voucher) -The document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Welcome to the Housing Choice Voucher Program

What is the Housing Choice Voucher Program?

The Housing Choice Voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

Eligible families are free to choose any housing that meets the requirements of the program and is located in the Wichita Housing Authority jurisdiction which includes Sedgwick, Butler and Harvey counties, excluding the city of Newton.

Housing Choice Vouchers are administered locally by Public Housing Agencies (PHA). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the PHA.

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

The Housing Choice Voucher

After your household has been determined eligible *and* has been briefed on the program's requirements, you are issued a Housing Choice Voucher. A voucher is a contract between you and the WHA. The voucher:

1. Authorizes the household to look for a unit to rent with the program's subsidy and is a contract between the Housing Authority and the household.

2. Will only benefit you if you find an available unit, submit a Request for Tenancy Approval (RFTA), sign a lease with your landlord, and a HAP Contract is executed.

3. Has a bedroom size that reflects a subsidy amount. The subsidy amount is a floating benefit: it may change as you incur changes in your income/household size.

4. Specifies the household's and the Housing Authority's rights and responsibilities. Please read these on your voucher. If you have any questions, you may ask someone at the Housing Authority to explain them to you.

Voucher
Housing Choice Voucher Program

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

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

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

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

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

5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.

C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

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

B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

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

D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must execute the lease.
2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
3. The PHA will execute the HAP contract and return an executed copy to the owner.

F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

1. The proposed unit or lease is disapproved for specified reasons, and
2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

B. The family must:

1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.

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

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

Bedroom Size Determination

The Wichita Housing Authority will issue each family a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The Wichita Housing Authority counts the number of persons in the family when determining the bedroom size.
The Wichita Housing Authority does not make distinctions based on sex and age of family members, nor the relationship of persons in the family.
The Wichita Housing Authority does not determine who within a household will share a bedroom and/or sleeping room.

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of People	
	Minimum	Maximum
0	0	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10
6	10	12

We use the bedroom size for the purpose of determining the amount of a family's subsidy. The determined bedroom number is noted on each voucher.

Our occupancy (bedroom-number) standards are based on the assumption that each bedroom will accommodate no more than two (2) people.

Other Guiding Principles:

- A participant who is pregnant (with no other persons residing in the household) must be treated as a two-person household for subsidy standards
- Foster children will count in the household size when determining unit size. Children who are temporarily away from the home because of placement in foster care are considered members of the family.
- If children are removed from the household, the family will retain their eligibility with written verification of reintegration from a family support agency or the courts.
- Approved live-in-aides will be authorized a separate bedroom when determining unit size.
- The WHA may grant exceptions from the established unit size standards if the WHA determines that the exception is justified by the health or disability of a family member.
- A family consisting of a full-time student that is away attending school, but is home for school breaks and summer vacation, may be considered a member of the family and may be entitled to an additional bedroom, if warranted, given the number of other dependents.

- Dependents who are subject to a shared custody arrangement may be considered a member of the household if they live with the applicant/participant at least 182.5 days per calendar year or 50% percent of the time. When more than one assisted applicant/participant family is claiming the same dependents as family members, the family with primary custody will be able to claim the dependents. If there is a dispute about which family has claim to the dependent, the WHA will make the determination based on available documents such as court orders, DCF verification or other documents from a reliable source.

Expiration and Extensions of the Housing Choice Voucher

The initial term of the voucher will be issued for a flat 120 days.

There will not be any extensions granted unless the family qualifies for a reasonable accommodation or has other extenuating circumstances.

When the family believes they qualify for a reasonable accommodation or have other special circumstance, the family must make a request in writing prior to the expiration date. An extension request form must be completed. If the family has made a valid effort and additional time can reasonably be expected to result in success, the Housing Authority will grant the extension.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority may grant an extension allowing additional search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority may grant additional time due to extenuating circumstances such as health related issues, hospitalization, special accommodation or applicant coming off the waiting list is in a lease agreement that extends beyond the 120 days of issuance of voucher.

Suspension of the Voucher

Upon submittal of a completed Request for Tenancy packet, the Wichita Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request.

A family may not submit a second RFTA packet before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal.

Exceptions may be granted to family requiring special accommodations due to their disability. Families that have relocation voucher and their voucher expiration or tolling date goes beyond six months of receiving rental assistance may be withdrawn from the program.

It is the responsibility of the voucher holder to make sure all required paperwork is submitted on time.

Failure to submit requested information or a valid Request for Tenancy Approval by the expiration date on the voucher may result in removal from the program.

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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

U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

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

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

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: **Complaints_office_03@hud.gov**

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: **Complaints_office_04@hud.gov**

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

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

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

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

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

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

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:
U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Housing Discrimination Information

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

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

Your Name

Your Address

City State Zip Code

Best time to call Your Daytime Phone No Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name Best Time to call

Daytime Phone No Evening Phone No

Contact's Name Best Time to call

Daytime Phone No Evening Phone No

1 What happened to you?

How were you discriminated against?

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

State briefly what happened.

Housing Discrimination Information

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

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

Is it because of your:

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

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

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

3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City State Zip Code

5 When did the last act of discrimination occur?

Enter the date ____/____/____

Is the alleged discrimination continuing or ongoing? Yes ☐ No ☐

Signature Date

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

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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

Date you mailed your information to HUD: ____/____/____

Address to which you sent the information:

Office ____________________ Telephone ____________________

Street ____________________

City ____________ State ____________ Zip Code ____________

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

Are You a Victim of Housing Discrimination?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.
Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

How do you recognize Housing Discrimination?

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

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

Sexual Harassment is Illegal. Fair Housing is Your Right.

You should never have to choose between your home and being sexually harassed.

If your landlord, rental manager, or anyone else with control over your housing:

- Commented on your body or looks
- Threatened to evict you unless you had sex
- Touched you without your consent
- Asked for sexual favors in exchange for renting to you
- Asked for sexual photos of you before making repairs
- Talked about sex, showed you porn, exposed self

Even if you said "yes."
Even if you have a criminal history.
Even if you have been evicted.
Even if you were behind on your rent.

This may be sexual harassment.

Contact the U.S. Department of Justice, Civil Rights Division.
You can reach us by email at fairhousing@usdoj.gov.
You can call us at 1-844-380-6178. TTY: 202-305-1882.

El Acoso Sexual Es Ilegal.
La Vivienda Justa es Su Derecho.

Usted nunca debería tener que escoger entre su hogar y ser acosada/o sexualmente.

Si el/la propietario/a de su hogar, el/la administrador/a de alquiler, o cualquier persona envuelta en su vivienda le ha, por ejemplo:

Comentado sobre su cuerpo o cómo usted se ve

Amenazado con desahuciarla/o a menos que tengan sexo

Tocado sin su consentimiento

Pedido favores sexuales para poder alquilar su hogar

Pedido fotos sexuales de usted antes de hacer reparaciones

Hablado sobre sexo, mostrado pornografía, se ha desnudado frente a usted

Aun si usted dijo que "sí".
Aun si usted tiene un historial criminal.
Aun si usted ha sido desahuciada/o.
Aun si usted estaba en mora en su pago de alquiler.

Esto pudiera ser acoso sexual.

Comuníquese con el Departamento de Justicia de los EE.UU., División de Derechos Civiles.
Usted nos puede conseguir en la dirección electrónica fairhousing@usdoj.gov, o puede llamarnos al 1-844-380-6178. TTY: 202-305-1882.

Reasonable Accommodations

The Wichita Housing Authority Housing Choice Voucher Program is committed to ensuring its policies and procedures do not deny individuals with disabilities the opportunity to participate with the program. You may request a reasonable accommodation at any time during your participation on the program. Accommodations must be reasonable, causing neither an undue financial and administrative burden, nor a fundamental alteration in the nature of the program.

The WHA will work with an applicant/client to make an accommodation that is reasonable to them and that suits their needs. Reasonable accommodations will be made in response to individual requests from qualified persons with disabilities. If possible, the requests should be made in advance of the meeting or inspection. A reasonable accommodation can be requested for, but not limited to, the following reasons:

1. Assistance completing or understanding any application or paperwork associated with the program.
2. Any Application, Voucher Briefing, Annual Recertification, Relocation Meeting or Hearing.
3. Inspection meetings with Housing Choice Voucher Inspectors.
4. Requests for relocation to a suitable unit to accommodate a disability.
5. Requests for the addition of a live-in-aide to reside in an appropriately sized unit.
6. Requests for additional space to accommodate necessary medical equipment or an apparatus.
7. Requests for additional bedroom space to accommodate a child or spouse that cannot share a room for medical reasons.

If a reasonable accommodation is requested, the WHA may require the applicant/client to provide reliable documentation (not medical records) that they have a disability and documentation of the need for the particular accommodation. The Housing Authority will not ask questions about the nature or severity of the disability except as it specifically relates to the requested accommodation. The type of verification the applicant/client will need to provide depends on the specifics of the situation.

Right to Privacy

All adult members of both applicant and participant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

Effective Communication

All notifications and communications must ensure effective communication for persons with disabilities. PHAs must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.

Please let the WHA know if you require additional assistance.

If you require an oral interpretation in a language other than English, please call (316) 462-3700.

HOUSING AND COMMUNITY SERVICES DEPARTMENT

FAMILY SELF-SUFFICIENCY PROGRAM

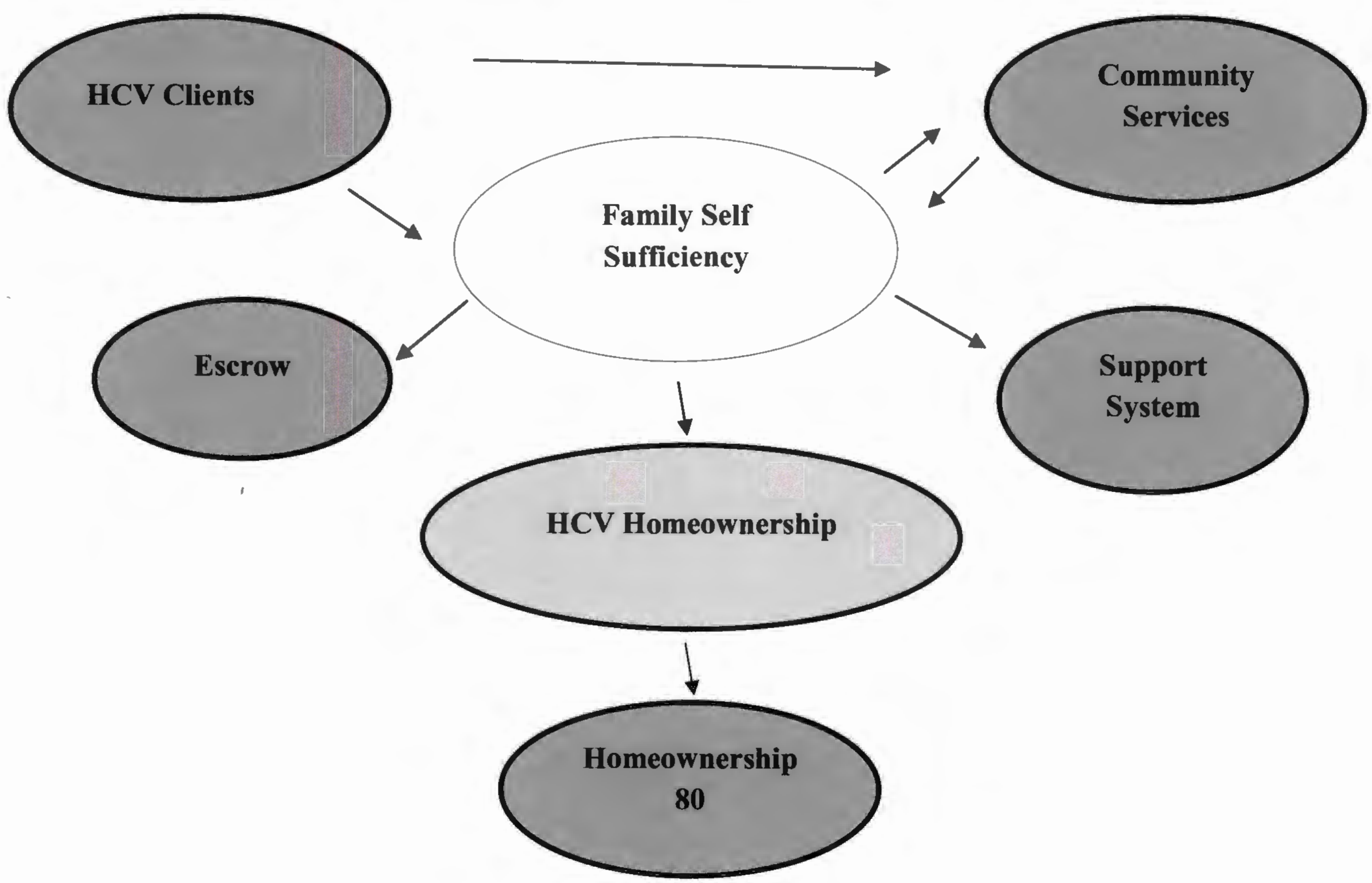
The Family Self Sufficiency (FSS) program was created to help empower HCV participants to become economically self-sufficient. For this goal to be accomplished, first the client must have the determination to succeed. Secondly, those willing to work at making a difference for themselves and their family will receive the support, encouragement, and services available from our staff and the Wichita community.

Participation in the program is voluntary. Any family's decision not to participate in the FSS program will not affect the family's participation in the housing voucher program. Families who wish to participate in the FSS program will develop goals that will, over a 5-year period, lead to self-sufficiency. Goals that FSS participants select for the program may be those they are currently trying to accomplish but help was needed.

Homeownership, employment, credit improvement, GED, and certification or degree completion, are just a few of the various goals that past participants have accomplished.

Benefits of program:

Families who successfully complete the program will not only have accomplished goals that will lead to better employment or homeownership, but may also be rewarded in other ways. Participation in Section 8 Homeownership, receiving money from an escrow savings account, the development of a support systems, and awareness of community resources represent other ways to benefit through participation.



Portability

Portability is one the features of the Housing Choice Voucher program that enables you to use your Housing Choice Voucher in other cities or states outside the Wichita jurisdiction. Portability was created to give you the freedom to choose which area would best suit the needs of your family.

You may exercise your right to portability if:

1. The jurisdiction you want to move to has a Housing Authority that administers the Housing Choice Voucher program, AND
2. You meet the income limits of the Housing Authority you are moving to, AND
3. You were a resident of the Wichita jurisdiction when you first applied for assistance.

If you did not reside in the Wichita jurisdiction when you first applied for assistance, you must lease with your Housing Choice Voucher in the city limits of Wichita for twelve consecutive months before you may request portability.

Advantages and some challenges of portability

- Portability is a great opportunity to relocate with assistance to follow job opportunities in a new location, select the best school districts, or be near family members or child care providers.
- However, families should think about some of the possible difficulties they could encounter in moving to a new location. A family moving to a distant location, who has vacated one unit before locating a new one, could find a tight housing market with few available units and could end up with no assistance if the term of the voucher expires before the family locates a new home.
- Families should also be aware that the portability procedures at the receiving PHA could be different from those at the initial PHA. It is important to seek information and pay close attention to the portability requirements of both PHAs.

Facts About Portability You Should Know:

- The PHA where you want to move may have different rules, policies and deadlines.
- There may be a different payment standard.
- The new PHA will probably have different utility allowances that will affect the amount you pay for rent.
- A different size voucher may be issued to you.
- When you are first issued a voucher, you are always subject to the income limits of the PHA where you want to live.

PHA Contact Information

The Wichita Housing Authority is required to provide contact information concerning other Housing Authorities located outside of the Wichita Jurisdiction. For a list of all Housing Authorities, please visit

https://www.hud.gov/program_offices/public_indian_housing/pha/contacts

Cowley County Housing Authority
304 S Summit
Arkansas City, KS 67005
Phone- 620-472-6063

Ellis County Housing Authority
319 Pomeroy Ave
Hill City, KS 67642
785-421-2151

Johnson County Housing Authority
12425 W. 87th Street Parkway # 200
Lenexa, KS 66215
(913) 715-6600

Kansas City, Kansas Housing Authority
1124 North 9th St.
Kansas City, KS 66101
(913) 281-3300

Housing Authority of Kansas City, Missouri
920 Main Street,
Kansas City, Missouri 64105
(816) 968-4100

Olathe Housing Authority
200 W. Santa Fe Street
Olathe, KS 66061
(913) 971-6260

Oklahoma City Housing Authority
1700 N E 4th St
Oklahoma City, OK 73117
405-239-7551

Oklahoma Housing Finance Agency
100 NW 63rd #200
Oklahoma City, OK 73116
405-848-1144

How Portability Works

What is Portability?

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

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

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

What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.

2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.

3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.

4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

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

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

See back for more details

See back for more details

How Portability Works

Before Porting, Things You Should Know

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

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

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

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

See front for more details

Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.

2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.

3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

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

See front for more details

Household Obligations

The family obligations listed in this section are in accordance with the Code of Federal Regulations (CFR) Title 24, 982.551. A summary of the family obligations are provided below. **Violations of any of these obligations may be grounds for termination of your assistance.**

The Household **Must** . . .

1. Supply any information determined necessary in the administration of the program.
2. Disclose and verify social security numbers for each household member.
3. Supply information that is true and complete.
4. Allow the WHA to conduct Housing Quality Standards (HQS) inspections.
5. Be responsible for any HQS breach caused by the family.
6. Notify the WHA and the owner **before** the family moves out of the unit or terminates the lease with written notice
7. Promptly give the WHA a copy of any eviction notice.
8. Use the assisted unit for residence by the family and must be the family's only residence.
9. Have the household composition of the assisted family residing in the unit approved by the WHA and the landlord. The family must promptly inform the WHA of the birth, adoption, or court-awarded custody of a child. The family must also request WHA and the landlord's approval to add any other family member as an occupant of the unit.
10. Notify the WHA if any family member is no longer residing in the unit.
11. Maintain all utilities and any appliances that the owner is not required to provde under the lease.
12. Notify the WHA of any extended absence from the unit.
13. The family's primary mailing address must be the unit the Housing Authority is providing rental subsidy. **Mail from the Housing Authority will be addressed to the subsidized unit and it is the family's responsibility to ensure that mail can be delivered and accepted at this residence.**

The Household **Must Not** . . .

1. Commit any serious or repeated lease violations, which may include damage to the unit caused by program participants or their guests (beyond normal wear).

2. Own or have any interest in the unit or rent from the parent, child, sister, brother, grandparent, or grandchild of a household member.

3. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

4. Allow anyone to live in the unit that is not part of the lease.
A family may have guest(s) in their unit up to 30 days. Guest living in the unit past 30 days will be determined by the Housing Authority as an unauthorized person residing within the unit. **If visitors stay past 30 days total per year, the family must seek and obtain approval from the landlord and the WHA to add the visitor to the lease agreement and household. A determination will be made as to their eligibility and income will be counted in determining the household's contribution for rent.**

5. Receive mail at the assisted unit for any person not listed in the household.

6. Receive duplicate assistance from any other Federal housing assistance program.

7. Sublease, assign the lease, or transfer the unit.

8. Engage in drug-related, violent, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residence residing in the immediate vicinity of the premises.

Absence From the Unit

The family must supply any information or certification requested by the Wichita Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit. This includes any Wichita Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Wichita Housing Authority for this purpose. The family must promptly notify the Wichita Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Wichita Housing Authority for absences exceeding 30 days. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.
Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Wichita Housing Authority.

Landlord Responsibilities

The landlord shall provide the following services and maintenance during the course of the rental agreement and make reasonable repairs in a timely manner:

1. The landlord must comply with the city building and housing codes affecting health and safely.
2. Exercise reasonable care in the maintenance of common areas.
3. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning.
4. Supply running water and reasonable amounts of hot water at all times and reasonable heat during the winter months. This does not mean that the landlord must pay for it, but they must provide the equipment and it must be in working order.
5. To insure the interior surface and exterior surface is free of chipping, peeling paint.
6. Maintain all appliances on the premises.

Important Features of the Kansas Landlord and Tenant Act

- The law requires a joint inventory of the premises, by the landlord and the tenant, within 5 days of the tenant receiving the keys to the unit.
- A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent.
- The landlord will hold the security deposit as insurance against unpaid rent and tenant damages. The tenant is responsible for payment of all tenant caused damages.
- The landlord or the tenant may terminate a month-to-month lease only after giving at least a 30 day written notice.
- Rent is payable at the beginning of each month to the landlord. Acceptance of late payment of rent from the tenant without reservation by the landlord, or acceptance of performance by the tenant, other than for payment of rent, that varies from the terms of the rental agreement, constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.
- The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors

Termination of Assistance

If a participant is terminated from the HCV program for any reason, they have the right to request an Informal Hearing within 14 days from the date on the Termination letter. Applicants may request an Informal Review within 14 days from any withdrawal letter received.

.

Some reasons assistance MAY be terminated include, but are not limited to:

1. Failure to report income/household changes within 14 days of the change
2. Failing to comply with the HQS process by:
   - Not maintaining all utilities.
   - Missing two scheduled inspections
   - Failing to repair all tenant caused damages by the scheduled recheck.
3. Failure to provide requested documentation.
4. A member of the household is convicted of a drug-related or felony criminal activity.
5. Failure to comply with the terms of your lease, including non-payment of rent.
6. Any violations of Family Obligations (as outlined on your voucher and in this packet.)

Some reasons assistance WILL automatically be terminated include, but not limited to:

- The family moves from the unit without giving notice the Housing Authority or the owner.
- The owner or family terminates the lease
- The WHA terminates program assistance for any reason and/or
- The owner evicts the family

Please refer to your Housing Choice Voucher and the Program Participant Responsibilities form for a complete list of housing obligations!!

HOUSING CHOICE VOUCHER
PROGRAM PARTICIPANT RESPONSIBILITIES

1. You must supply any information that the Housing Authority or HUD determines necessary to comply with your program participation.
2. You must supply any information requested by the Housing Authority or HUD, which is necessary to complete your annual re-certification, or interim adjustments of your income or household composition. All changes in income or household composition must be reported **<u>in writing within 14 days of the change</u>**.
3. You are required to disclose and verify social security numbers and must sign and submit consent forms that are required for obtaining information. All adult household members must sign and date required forms.
4. All information that you supply to the Housing Authority must be true and complete.
5. You are required to notify the Housing Authority if a household member no longer lives in the unit within 14 days.
6. You must supply information requested by the Housing Authority to verify that you are living in the unit or that members of your household are absent from the unit.
7. You cannot own or have any interest in the unit.
8. You **<u>cannot</u>** rent from family or anyone related to your children, spouse or other household members.
9. You or any member of your household cannot commit fraud, bribery or any other corrupt or criminal act in connection with the program.
10. You or any adult member of your household cannot be convicted of a drug offense or commit a felony crime.
11. You are required to report to the Housing Authority if you are convicted of any crime other than a traffic offense.
12. You or any member of your household may not receive housing assistance from another Housing Authority or government agency while you are living in the unit or for a different unit as long as you are receiving assistance from this Housing Authority.
13. If you receive an eviction notice, you must immediately give the Housing Authority a copy.
14. You are required to notify the Housing Authority and the owner, in writing, **BEFORE** the date you plan to move from the unit. A minimum of 30 days' notice to the Housing Authority and landlord is required.
15. You must use your dwelling unit as your residence and for <u>individuals listed on your application with the Housing Authority</u>. The unit must be the family's <u>only</u> residence. **<u>NO ONE</u>** may receive mail at your address or use your address for any reason.
16. You must immediately inform the Housing Authority of the birth, adoption or court-awarded custody of a child. <u>You must request and receive approval from the Housing Authority prior to adding any other household member as an occupant of the unit, including a foster child or live-in-aide.</u>
17. You cannot lease or sublease the unit.
18. You cannot assign the lease or transfer the unit/subsidy to someone else.
19. You or any member of your household may not engage in police complaints, violations of the lease agreement, or criminal activity that threatens the health, safety or the right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
20. You cannot commit any serious or repeated violations of the lease, including non-payment of your portion of the rent. Landlord eviction for any reason can result in termination from the Housing Program.

INSPECTIONS

You are responsible for and can be terminated for an HQS breach caused by any of the following:

1. You are required to allow the Housing Authority to inspect your dwelling unit. Missing two inspections may result in termination.
2. You fail to pay for tenant paid utilities. **All utilities must be on all year**. If utilities are disconnected, you have 24 hours to turn the utility back on.
3. If you own the stove and/or refrigerator, the appliance must be in working order at all times. It is your responsibility to report a change of ownership or replacement of gas to electric or electric to gas stove.
4. If a member of the household or guest damages the dwelling unit or premises, the damages must be corrected by the family. Failure to make repairs in the required time can result in termination.

The Housing Authority may deny program assistance for an applicant, or terminate program assistance for a participant, for ANY of the following:

1. If the household violates any Program Participant Responsibilities, or other program guidelines outlined on the Housing Choice Voucher, HAP Contract, or Tenancy Addendum.
2. If any member of the household has ever been evicted from public housing.
3. If a Housing Authority has ever terminated assistance under the voucher program for any member of the household.
4. If any member of the household is convicted of a drug-related or felony offense.
5. If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the household currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Housing Choice Voucher or Public Housing programs.
7. If the household has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the household.
8. If the household breaches an agreement with the Housing Authority to pay amounts owed. All amounts must be paid **IN FULL** immediately to the Housing Authority.
9. If the household engages in or threatens violent or abusive behavior, or uses profane language toward PHA personnel.
   Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
   Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

I have read and I do understand that if any of the above occurs, I may lose my housing assistance.

Informal Review and Hearing Procedures

Families seeking admission to or already participating in the Housing Choice Voucher Program have the right to receive an informal review or hearing in most circumstances in which the PHA makes a decision affecting their eligibility or amount of assistance. The purpose of an informal review or hearing is to resolve applicant or participant disputes with the WHA without legal action and to correct PHA errors that might have occurred in the decision-making process.

With the exception of decisions related to restrictions on non-citizens, an informal review is for program applicants and an informal hearing is for program participants. Decisions related to restrictions on assistance to non-citizens always requires an informal hearing regardless of whether the family is an applicant or a participant.

Notice of Rights

Certain PHA actions or decisions require an offer of informal review or hearing. Following these actions or decision, a PHA must give an applicant or participant prompt written notice of the family's right to ask for an informal hearing to determine whether the PHA's decision is in accordance with the law, HUD regulations , and PHA policies.

PHA's are not required to conduct an informal review or informal hearing to reconsider every PHA action or decision.

An informal review is not required for decisions concerning:

- Determination of unit size under the PHA's subsidy standards.
- Determination that a unit does not meet or comply with housing quality standards.
- Denial of a request to extend or suspend a voucher term.
- General policy issues or grievances.
- Discretionary administrative determinations by the PHA.
- A PHA refusal to grant approval of the tenancy.

In all other circumstances, a PHA must give a program applicant an opportunity for an informal review of a decision when the applicant requests it.

An informal hearing is not required for the following:

- Determination that a unit does not comply with housing quality standards;
- Refusal to extend or suspend a voucher term;

- Discretionary administrative determinations by the PHA;
- General policy issues or class grievances;
- How the PHA established its utility allowance schedule;
- PHA refusal to approve a unit or tenancy;
- Determination that a unit does not meet housing quality standards due to family size or change in composition; and
- A determination to exercise or not to exercise any rights or remedy against the owner.

PHA decisions regarding the following determinations require that a program participant be given an opportunity for an informal hearing:

- Determination of the family's annual or adjusted income;
- Calculation of total tenant payment;
- Determination of appropriate utility allowance from the PHA's utility allowance schedule;
- Termination of assistance;
- Determination of unit size for participants under the PHA's subsidy standards; and
- Denial of a hardship exemption to the minimum rent requirement;

Hearings to Consider a Determination of Ineligible Immigration Status

Whenever the PHA makes a determination of ineligible immigration status, the PHA must offer an applicant or participant family the opportunity to request an informal hearing. A family may request an informal hearing within 30 days of receipt of the ineligibility determination from the U.S. Immigration and Naturalization Service (INS), or the PHA's decision to delay, terminate, or deny assistance.

The PHA must keep all denial or termination of assistance documents related to immigration status for a minimum of five years. These include any applications for initial or continued assistance. With good cause, PHAs may extend the period to request an informal hearing related to immigration status.

Timing of Informal Hearing

In cases where the PHA decides to terminate or reduce a family's assistance, the PHA must send a notice which explains the reason for the decision and provides the family the opportunity to request an informal hearing prior to the PHA's terminating or reducing assistance.

A PHA may implement the following changes prior to an informal hearing:

- Changes in total tenant payment or family share;
- Denial of a new voucher for a family that wants to move; or
- Unit size determinations for a family that wants to move.

Informal Review or Hearing Process

A PHA's administrative plan must clearly state the procedures for conducting informal reviews for applicants and informal hearings for participants. In addition, the PHA's briefing packet, provided to all voucher holders, must include a description of the procedures for requesting informal reviews and informal hearings.

Informal Review Process

Any person or persons designated by the PHA may conduct an informal review, other than the person or a subordinate of that person who made or approved the decision under review.

The program applicant must be given an opportunity to present written or oral objections to the PHA decision.

The PHA must notify the applicant of its final decision after the informal review, including a brief written statement of the reasons for the final decision.

Informal Hearing Process

An informal hearing is conducted by a hearing officer or officers appointed as described in the PHA administrative plan. The hearing officer may be any person or persons designated by the PHA, with the exception of the person or a subordinate of the person who made or approved the decision under review. The person who conducts the hearing may regulate the conduct of the hearing according to the procedures described in the PHA administrative plan.

Representation and Evidence

The family is entitled to representation by a lawyer or other spokesperson at its own expense.
Both the PHA and the family must be given the opportunity to present evidence, and each may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The person who conducts the hearing must issue a written decision that briefly states 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 decision must be promptly furnished to the family.

The PHA is not always bound by a decision made at an informal hearing. The PHA is not bound when a decision is made:

- Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing;
- Concerning a matter that exceeds the authority of the person conducting the hearing under the PHA's hearing procedures; or
- That is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.

Wichita 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 the Wichita Housing Authority 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 the Housing Choice Voucher or Public Housing program, 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 the HCV or PH program 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 the HCV or PH program 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

---

[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.

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

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

Moving to Another Unit

Upon your request, the WHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the WHA 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.

The WHA 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.

The WHA's emergency transfer plan provides further information on emergency transfers, and the WHA 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

The WHA 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 the WHA must be in writing, and the WHA 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. The WHA 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 the WHA as documentation. It is your choice which of the following to submit if the WHA 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 the WHA 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 the WHA has agreed to accept.

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

If the WHA 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), the WHA 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, the WHA does not have to provide you with the protections contained in this notice.

Confidentiality

The WHA 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.

The WHA must not allow any individual administering assistance or other services on behalf of the WHA (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.

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

- You give written permission to the WHA to release the information on a time limited basis.

- The WHA 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 the WHA or your landlord to release the information.

VAWA does not limit the WHA'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, the WHA 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 the WHA 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 the WHA can demonstrate the above, the WHA 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:

Kansas City Regional Office
400 State Avenue Room 200
Kansas City, KS 66101
913-551-5462

For Additional Information

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

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

For questions regarding VAWA, please contact:

The Wichita Housing Authority
455 N. Main – 10th Floor
Wichita, KS 67202
316-462-3700

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:

Catholic Charities Harbor House-263-6000
YWCA Women's Crisis Center- 267-7233

For help regarding sexual assault, you may contact:

Wichita Area Sexual Assault Center- 316-263-3002

Victims of stalking seeking help may contact:

Kansas Crisis Hotline- 888-363-2287

Reporting Income and Household Composition Changes

You must report all income received by all household members. Many people forget income from second jobs, overtime, part-time or seasonal jobs, and income received from child support, unemployment, Social Security, pensions, or Veterans benefits.

All changes in household composition and income must be reported within 14 days of the change in writing. Changes must be documented on the Client Update form that is available at the Housing and Community Services office.

You must report the name, Social Security number and birthdate for everyone in your household. Please contact your Housing Specialist before adding a member to your household. The WHA will not add any adults that are not a spouse or significant other.

Failure to report the required information is considered fraud and can lead to the termination of your assistance. Failure to report all household income in a timely manner will result in an overpayment. Overpayments are the repayment of all the money that should have been paid to the landlord on your behalf. This money will be required to be repaid to the Housing Authority within 14 days of notification to the family. The WHA does not offer a payment plan option.

There is NOT a drop box. All paperwork must be turned in at the front desk. All visitors to the office are required to sign in and all Client Update forms are time stamped in for confirmation of receipt by our office.

NEVER ASSUME ANOTHER AGENCY IS REPORTING CHANGES ON YOUR BEHALF

Enterprise Income Verification

The purpose of the Enterprise Income Verification (EIV) function within the Real Estate Assessment (REAC) Center is to ensure that limited Federal resources are available to serve as many eligible families as possible by reducing the high incidence of program errors and to improve the integrity and accuracy of information contained in the PIC and EIV systems.

EIV provides a comprehensive on-line system for the determination and verification of various resident information and income that PHAs use in determining rental subsidy. Additionally, EIV collects supplemental employment and benefit information through data sharing agreements with the Social Security Administration (SSA) and the Department of Health and Human Services (HHS).

These agreements, in combination with HUD's PIC system and EIV reports, provide an analysis of income and benefit information that the EIV team monitors in order to assist Public Housing Agencies (PHAs) and HUD Field Offices to identify and resolve certain regulatory deficiencies and to implement proactive measures to effectively mitigate risk and program waste, fraud and abuse.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)

RHIIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

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

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

What are my responsibilities?

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

February 2010

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

Annual Reexamination Procedure

The Wichita Housing Authority will conduct a **MANDATORY** reexamination of income, assets, expenses, and family composition of most families yearly or biennially.

1. The family will be notified in writing ninety (90) days prior to the family's anniversary date. The anniversary date is usually the month the family initially signed their first lease on the program.
2. The family is required to complete all documents necessary to complete the annual reexamination process.
3. The family must provide current documentation verifying all household income, assets, size, and expenses. This includes providing current income verifications for employment, child support, disability benefits, etc.
4. The family must return a Request for Tenancy Approval that has been completed and signed by the family and the landlord. This form is required for recertification even if the family wishes to move.
5. All required information is to be turned in at the mandatory recertification meeting.

It is the family's responsibility to provide all required documents to the WHA. If the family misses the required recertification meeting or fails to provide all requesting information, the WHA will send a notice of **Intent to Terminate Assistance**.

All income and household composition information will be verified and rent will be recalculated for the family.

If a change occurs between annual reexaminations, the family must report the change so an interim can be processed. If a family fails to report all required changes, the WHA will require the family to repay any rental assistance overpaid on its behalf.

Inspections- Housing Quality Standards

A part of the Reexamination process is an inspection by a WHA inspector.

The Wichita Housing Authority will inspect all units to ensure they meet Housing Quality Standards (HQS). Units may be inspected annually or biennially, or at other times as needed, to determine if the units meet HQS. Units must also meet City of Wichita minimum housing code if more restrictive than HQS.

The Wichita Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given at least 24 days to correct the failed item(s).

If the family misses the scheduled inspection the Wichita Housing Authority will only schedule one more inspection. If the family misses two inspections, the Wichita Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

If the family fails the first scheduled inspection, they will be given at least 24 days to correct the items. A re-inspection will be scheduled. If the failed items marked resident or tenant are not corrected, the family will be terminated from the program.

HQS Fail Items for Units under Contract

The owner and participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 24 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Wichita Housing Authority will abate payment and terminate the contract.

Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours. If not corrected in that time frame, the contract may be terminated immediately.

2. For non-emergency repairs, the owner will have 24 days to complete.

Emergency Fail Items

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- No hot or cold water
- No electricity
- Inability to maintain adequate heat
- Major plumbing leak
- Natural gas leak
- Broken lock(s) on first floor doors or windows
- Broken windows that unduly allow weather elements into the unit
- Electrical outlet smoking or sparking
- Exposed electrical wires, which could result in shock or fire
- Unusable toilet when only one toilet is present in the unit
- Security risks such as broken doors or windows that would allow intrusion
- Other conditions which pose an immediate threat to health or safety
- No Utility (Gas, Electric, Water, or Trash Service).

Abatement

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the unit will be abated.

If the corrections of deficiencies are not made within the required time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Wichita Housing Authority will end the abatement the day the unit passes inspection. Rental payments will resume from that day and will be paid out on the next Housing Assistance Payment.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Wichita Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an Informal Hearing.

Payment Standard

Payment standards are used to calculate the housing assistance payment (HAP) that the PHA pays to the owner on behalf of the family leasing the unit. Each PHA has latitude in establishing its schedule of payment standard amounts by bedroom size. The range of possible payment standard amounts is based on HUD's published fair market rent (FMR) schedule for the FMR area in which the PHA has jurisdiction. FMRs are based on either the 40th or 50th percentile of rents charged for standard rental housing in the FMR area. A PHA may set its payment standard amounts from 90 percent to 110 percent of the published FMRs, and may set them higher or lower with HUD approval. The level at which the payment standard amount is set directly affects the amount of subsidy a family will receive, and the amount of rent paid by program participants.

Current Payment Standard included in packet

Utility Allowance

In calculating the gross rent for units leased under the housing choice voucher program, as well as the HAP payment for which the family qualifies, the PHA must consider not only the contract rent that is paid to the owner, but also the anticipated cost of any utilities that the family is required to pay. The request for tenancy approval submitted by the owner and the prospective tenant tells the PHA the utilities the tenant will pay for directly, and the utilities that are included in the rent. These provisions are incorporated into the lease and the HAP contract. Any time a change is made in the responsibility for payment of utility expenses, the owner and the tenant must report the change to the PHA so that the contract rent and the utility allowance can be adjusted accordingly. A PHA is responsible for establishing and maintaining a utility allowance schedule that provides reasonable allowances for tenant-paid utilities. The utility allowance is intended to enable participating families to pay typical costs for utilities and services paid by energy-conserving households occupying units of similar size and type in the same locality. If the family is extravagant in its use of utilities, the additional costs incurred are not the responsibility of the PHA.

Current Utility Allowance Schedule is included in packet

Minimum Rent

Minimum rent is the amount the PHA must charge a family, which is no less than the minimum monthly rent established by the PHA except in the case of financial hardship exemptions as described below. PHAs are required to adopt a minimum rent which may be set anywhere from $0 to $50. The WHA has a $50 minimum rent requirement

Exemptions from the Minimum Rent Requirement

If a PHA adopts a minimum rent greater than $0, the PHA must adopt hardship exemption policies in their administrative plans. Families may not request a hardship exemption if the family is able to pay an amount greater than or equal to the PHA's minimum rent based on the PHA's calculation of TTP. Financial hardship includes circumstances in which families:

- Have lost eligibility or are awaiting an eligibility determination for a federal, state, or local assistance program, including a family that has a noncitizen household member lawfully admitted for permanent residence who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996, 8 U.S.C. §1601 et seq.;
- Would be evicted as a result of imposing the minimum rent requirement;
- Experience income decreases because of changed circumstances, including the loss of employment;
- Have a death in the family;
- Require a reasonable accommodation related to a family member's disability; or
- Have other circumstances as determined by the PHA or HUD, which must6 be defined in the administrative plan.

If a family requests a hardship exemption, the PHA must suspend the minimum rent requirement and adjust the HAP accordingly, effective on the first of the month following the family's request for the hardship exemption. The exemption will continue until the PHA determines whether there is a qualifying financial hardship and whether the hardship is temporary or long term. The financial hardship exemption only applies to payment of the minimum rent to calculate the total tenant payment. The PHA may request documentation to determine whether a qualifying hardship exists and must determine promptly if the hardship is temporary or long term.

Sometimes a family requests a hardship exemption (for example, due to loss of a job) and it is not possible to predict whether the hardship will be temporary or long term. It may be necessary to approve a temporary exemption and re-determine the family's status at the end of the exemption term.

If the PHA determines there is no qualifying hardship, the minimum rent is reinstated retroactively to the date of the suspension. The family must reimburse the PHA for the difference in charges during the suspension on terms and conditions established by the PHA.

If the PHA determines the qualifying hardship is temporary, the PHA suspends the minimum rent for a period of 90 days from the beginning of the month following the date of the family's request. At the end of the 90-day period, the PHA must reinstate the minimum rent retroactively to the date of suspension. The PHA must offer the family a reasonable repayment agreement, as determined by the PHA to cover the minimum rent charges accumulated during the suspension period.

If the PHA determines the qualifying hardship is long term, the PHA must exempt the family from the minimum rent requirements from the beginning of the month following the date of the family's request. The exemption continues until the hardship no longer exists. The family is not required to repay the difference between the TTP and the minimum rent to the PHA once the hardship is over.

Denial of a long-term hardship constitutes an adverse action and is subject to the PHA's informal hearing process.

Tenant Portion and Housing Assistance Payment

A housing subsidy is paid to the landlord directly by the WHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. All families must be prepared to pay around 30% of the total family income. To determine annual income, the Wichita Housing Authority counts the income of all family members, except for the types and sources of income that are specifically excluded. Once the annual income is determined, the Wichita Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

Total Tenant Payment

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

Maximum Initial Rent Burden

When a family selects a unit with a gross rent exceeding the PHA payment standard, the PHA must determine whether the family's share for that unit would exceed the maximum initial rent burden. The family share may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard. The level at which the PHA establishes the payment standard will affect a family's ability to find a unit with a rent that will not require the family to pay more than 40 percent of its monthly adjusted income. The maximum initial rent burden may be calculated when the housing choice voucher is issued so the family will know the maximum amount it can pay for a unit while it is searching for housing.

Maximum Subsidy

The maximum subsidy the PHA can pay in the housing choice voucher program is the payment standard minus the TTP. The maximum subsidy calculation is done at the time the family is issued a housing choice voucher. It is important for the family to know the maximum the PHA will pay while searching for a unit. The actual PHA subsidy can be calculated only after the family has selected a specific unit.

Family Share

The family share is the family's contribution toward the gross rent. The family share may be the TTP or a higher amount, depending on the unit the family selects. For a family leasing a unit with a gross rent at or below the payment standard for the family, the family share will be the as the TTP. If a family leases a unit with a gross rent above the payment standard for the family, the family share is the TTP plus any amount by which the gross rent exceeds the payment standard. Although it is important for families to understand this concept while searching for housing, the family share cannot be calculated until a unit is selected.

Calculating Gross Income

All income counted is calculated by the Gross amount. Not the amount taken home after any deductions (taxes, medical, child support, garnishments, etc).

Example 1:

Sue works 30 hours per week and she makes $9.25/hr.

30 x 9.25= $277.50 per week

$277.50 x 52 weeks = $14,430 - Sues gross annual income is $14,430 per year.

Example 2:

Sue is employed but her hours vary and she is paid every two weeks. The Gross amount from Sues last 6 checks are:

$584.54 $854.10 $250.55 $569.45 $586. 66 $490.05

$584.54 + $854.10 + $250.55 + $596.45 + $586.66 + $490.05 = $3335.35

$3335.35/ 6 Checks = $555.90

$555.90 is the average of the last six checks Sue has made. Since Sue is paid every two weeks or bi-weekly, take the average of the checks x 26 pay periods to get a yearly gross average.

$555.90 x 26 = $14,453 Gross Annual Income

Example 3:

Sue is disabled and receives $733 a month from SSI.

$733.00 x 12 months = $8796 Gross Annual Income

Example 4:

Sue has $980 deposited into her account every month for Social Security. This is after $104 is deducted for the medical premium. Since the gross amount is used, 980 + 104 = $1084.

$1084 x 12 = $13,008 Gross Annual Income

Calculating the Adjusted Monthly Income

Adjusted Monthly income is the annual income minus any deductions.

- Each minor dependent in the household receives a $480 deduction
- An elderly or disabled head of household receives a $400 deduction

Example:

Sue has 3 children living in her household.

3 x $480= $1440

Sue will receive a $1440 deduction off of her gross income.

Using Sues gross employment income of $14,453 **(Example 2)**

$14,453 - $1440 = $13013

Sues yearly adjusted income is $13,013

Monthly Adjusted income

The monthly adjusted income is figured by dividing the yearly adjusted income by 12.

$13013 / 12= $1,084

Sues monthly adjusted income is $1,084

The Tenant Portion is calculated by taking the monthly adjusted income by 30%.

$1084 x 30% = $325.20

The Tenant Portion is $325.

Calculating the Utility Allowance

The utility allowance is calculated by adding up the utilities the family will be responsible to pay for or provide.

2 Bedroom Utility Allowance Example:

The tenant is responsible for paying the gas, electric, and water/sewer. The owner will pay the trash and owns the stove and the refrigerator. The heat and the water heater are both gas. The stove is electric.

Utility Service	2 Bedroom
Natural Gas Heat	23
Electric Heat	51
Natural Gas Range	3
Electric Range	8
Other Electric (All the electricity used in the unit)	44
Air Conditioning	16
Natural Gas Water Heating	8
Electric Water Heating	23
Water	30
Sewer	31
Trash Collection	22
Range (Tenant Owned)	9
Refrigerator (Tenant Owned)	10
Electric Charge	16
Natural Gas Charge	19

23+8+44+16+8+30+31+16+19 =195

The utility allowance for this unit is $195 per month.

* The amount for each utility is determined by HUD and the Housing Authority. This amount is not the actual amount you will pay for each utility*

Basic Calculation of the Housing Choice Voucher Subsidy

1. Calculate Annual Income
2. Deductions ($480 per child, $400 Elderly, Disabled)
3. Annual Income – Deductions = Adjusted Income
4. Divide Adjusted Income by 12 (Adjusted Monthly Income/12= Monthly Adjusted Income)
5. Multiply Monthly Adjusted Income by 30%= Tenant Portion
6. Calculate Utility Allowance
7. Utility Allowance + Rent = Gross Rent
8. Gross Rent – TP = HAP
9. Rent – HAP = Tenant Rent

Using Sue's Employment Income from Example #2

Example

Bedroom Size- 2 Bedroom

Payment Standard- $920

Utility Allowance- $195

Contract Rent for the Unit- $550

30% of Monthly Adjusted Income- $325 (Monthly Adjusted Income is your Gross Yearly Income divided by 12)

Utility Allowance + Rent= Gross Rent

195 + 550 = $745

Gross Rent – Monthly Adjusted Income = Housing Assistance Payment

745-325= $420

The Housing Authority will pay $420 in Housing Assistance (HAP).

Rent – HAP = Tenant portion

$550 - $420 = $130

Tenant portion is $130

Side Payments

The HAP Contracts states:

> **"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."**

If any owner requests an extra charge (side payment) it must be for an extra amenity (for example, furniture) which is not included in the rent in other comparable units. This type of an agreement would be separate from the lease and contract for which the Housing Authority is providing a family assistance.

IT IS ILLEGAL FOR AN OWNER TO ATTEMPT TO COLLECT ANY OTHER TYPE OF PAYMENT OR REQUIRE A FAMILY TO PERFOM ADDITIONAL SERVICES INSTEAD OF PAYMENT.
The Housing Authority must approve all payments/extra charges to the landlord.

Maximum Initial Rent Burden Rule

The Rent Burden Rule states, "A family must NOT PAY MORE THAN 40% of their adjusted monthly income for rent and utilities when the family first receives tenant based assistance for occupancy of a particular unit."

This requirement only applies to:

1. New Admissions
2. Relocations or transfers to a new unit

If the unit you choose is over 40% of your adjusted income, you will **NOT** be eligible for that unit. You will be advised before the initial inspection takes place so that you can find another unit or work with the owner to lower the rent. You must keep your income updated during this time. **If your income decreases during the process, you may be become ineligible for that unit and will be required to select a new affordable unit.**

Tips on Finding a Unit

Each household will choose its own unit. Each unit must meet the rent reasonableness requirements and pass the HQS inspection.

Things to look for:

- The overall condition of the unit and the neighborhood.
- Whether the unit rent is reasonable. By utilizing comparable rent statistics, the WHA may disapprove an unreasonable rent. We are required to inform you of our determination if the rent is not reasonable.
- What are the long-term impacts on your budget?
- The cost of any tenant paid utilities and whether the unit and its appliances are energy efficient.
- The location of the unit, including when applicable, proximity to public transportation, employment center, schools, medical and shopping facilities.

Make sure you are able to meet the landlord expectations for home maintenance.

- Are you required to water and mow the lawn? Will that be a hardship for you?
- What utilities are you required to pay? Many times houses are more expensive than duplexes and apartments because tenants are required to pay more utilities, like water, sewer, and trash.

Make sure you know what is expected and make sure that will not be too difficult or too expensive for you.

You have an initial **time limit of 120 days** from the issuance of your Housing Choice Voucher to turn in a completed **Request for Tenancy Approval** (located within this packet.) If your Housing Choice Voucher **expires before** you have submitted a **Request for Tenancy Approval**, you may be withdrawn from the program.

Advantages to the Owner

A contract with the WHA encourages a longer occupancy than does the average month-to-month rental agreement with the result that the chances of vacancy loss will be lowered. Although the owner is responsible for collection of your portion of the contract rent, the owner has the assurance of timely and consistent payments from the WHA.

Impact of Unit Size Selection on Subsidy

When a family is issued a voucher, they may select a larger or smaller unit than the family unit size listed on their voucher. If the family selects a unit with a different number of bedrooms than the family unit size listed on the voucher, the PHA must apply the payment standard and utility allowance for the smaller of the family unit size listed on the family's voucher or the unit size selected by the family. Choosing this option may have an impact on your ability to qualify for a unit.

Past Rental History to Owners

It is the WHA practice and obligation to follow 24 CFR §982.307(b) (2), which is to provide the owner with:

- The family's current and prior address (as shown in the PHA records); and
- The name and address (if known to the PHA) of the landlord at the family's current and prior address.

The Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

Security Deposits

1. The cost of the security deposit is **NOT** covered under the Housing Choice Voucher Program.
2. The purpose of the security deposit is:

   A. Reimbursement for any unpaid rent payable by the tenant.

   B. Reimbursement for damages to the unit or for other amounts the tenant owes under the lease.

The owner may collect a security deposit from you in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When you move out of the unit, the owner, subject to Kansas law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by you, damages to the unit or for other amounts you owe under the lease.

Deconcentration

Your voucher will allow you to find a suitable unit within the WHA jurisdiction of Sedgwick, Butler, and Harvey counties (excluding the city of Newton). An important goal of the Housing Choice Program is to provide opportunities for low-income families to obtain rental housing outside areas of poverty or minority concentration.

One of the advantages of having a Housing Choice Voucher is the freedom it gives you. Vouchers are portable and tenant based, meaning you take the assistance with you out into the community to find the best living arrangement for you and your family. This is in contrast to project based assistance which requires a person or family to live in a specific complex in order to receive the rent subsidy benefit. If you have been living in a high poverty area, you now have the ability to make a change to your surroundings.

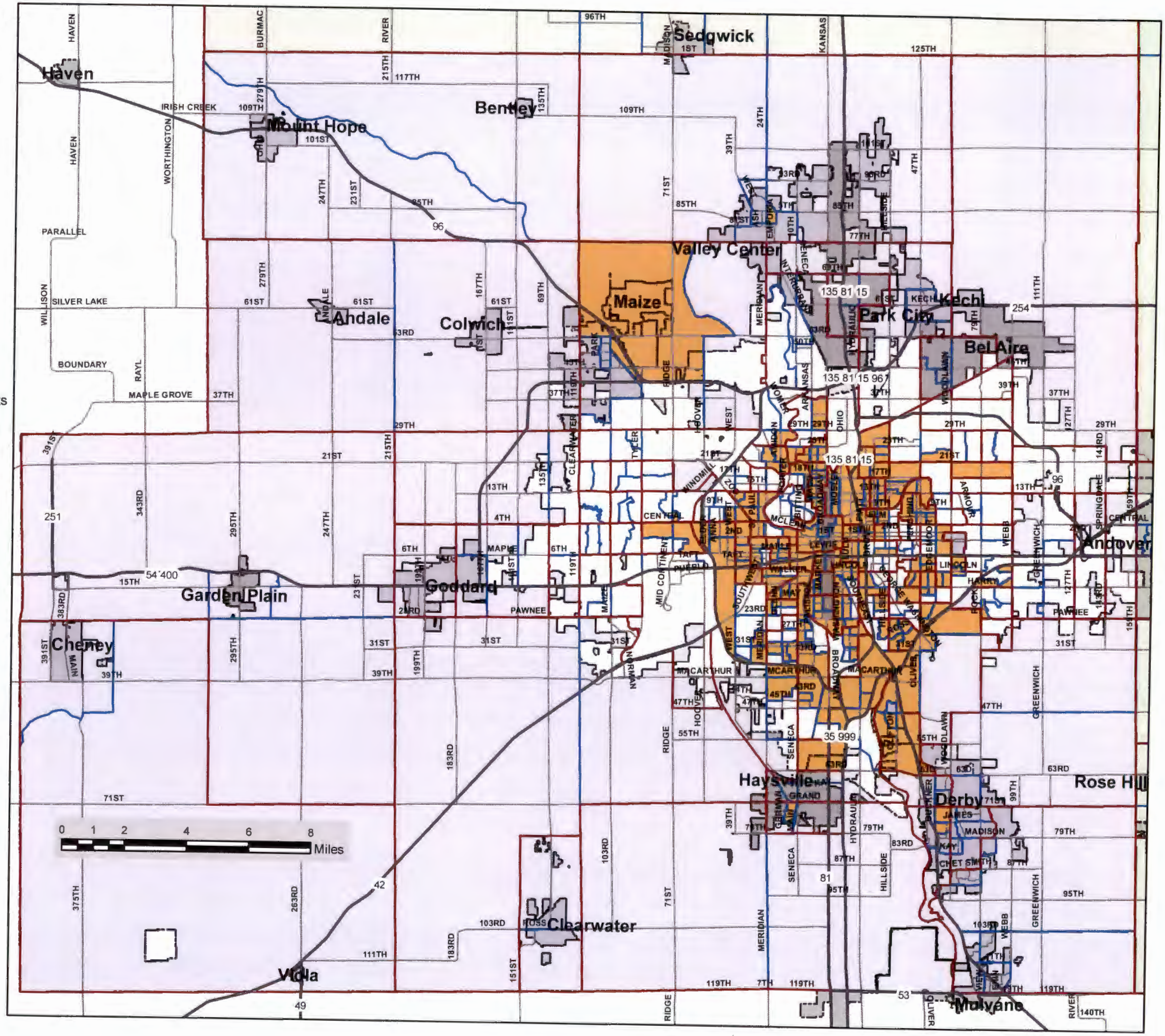
Opportunity moves have important benefits to Housing Choice Voucher families. Research from HUD's Moving to Opportunity (MTO) Demonstration has shown that families with children moving from communities of high poverty concentration to low-poverty communities tend to perform better in school (e.g., dropout rates are lower, grades are better, college attendance rates are higher). In addition, families report benefiting greatly from reduced crime and greater employment opportunities. A HUD objective is to encourage the movement of these families into a broader range of neighborhoods through the provision of affordable housing.

We recommend you consider a number of factors as you search for the most appropriate housing for your family. For instance, you will want to look for safe neighborhoods and proximity to jobs or job opportunities, transportation options as well as the relative lo*cation of quality schools, medical and shopping facilities.*

Advantages that may appeal to families willing to consider moving to a lower-poverty neighborhood 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.

HUD Low-Mod Percent by Block Groups in Sedgwick County



Legend

- 2010 Census Tracts
- 2010 Block Groups

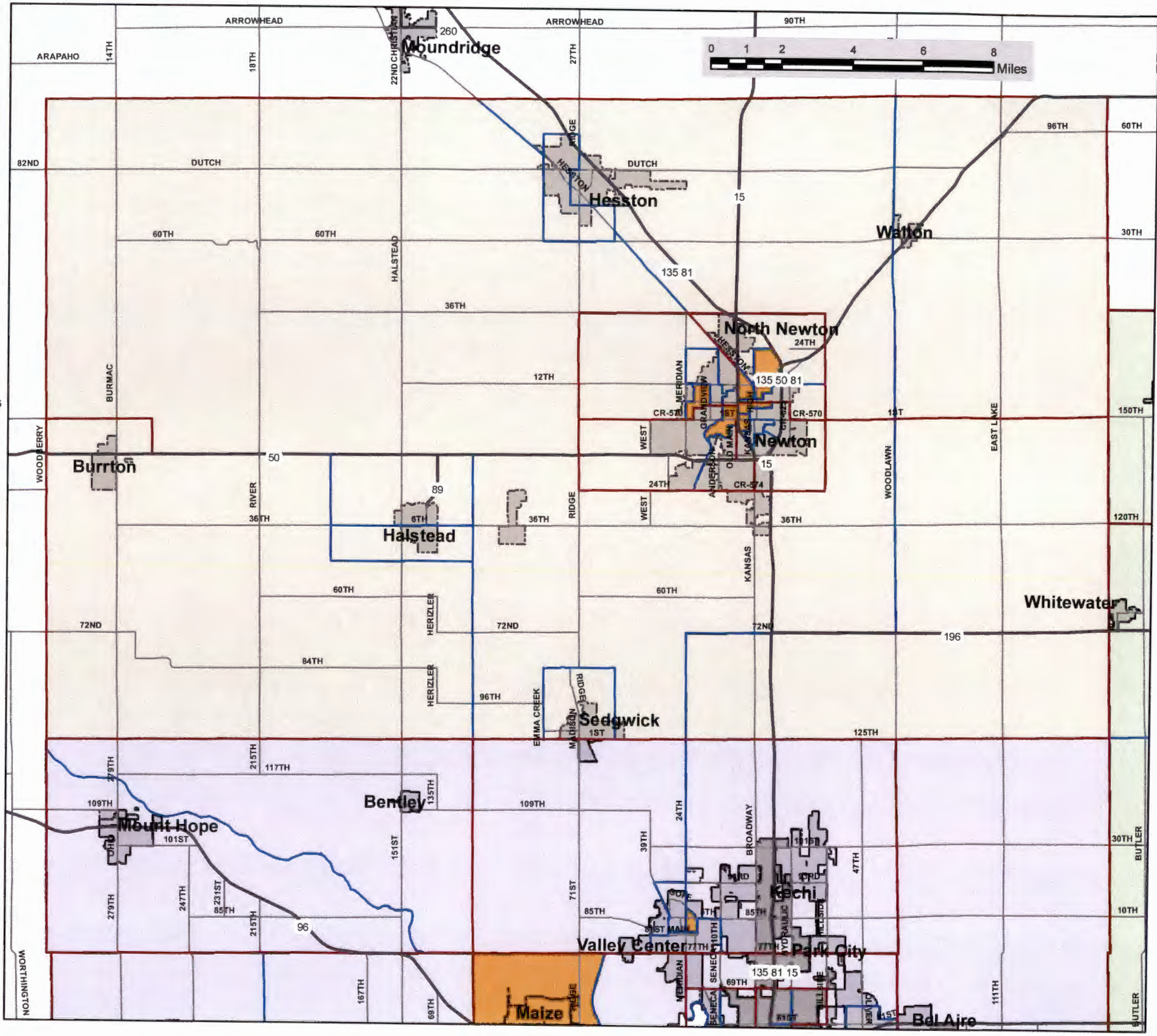
Low-Mod Percent

- 0% - 50%
- 51% - 100%

N E S W

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA
Planning
DEPARTMENT

HUD Low-Mod Percent by Block Groups in Harvey County



Legend

2010 Census Tracts

2010 Block Groups

Low-Mod Percent

0% - 50%

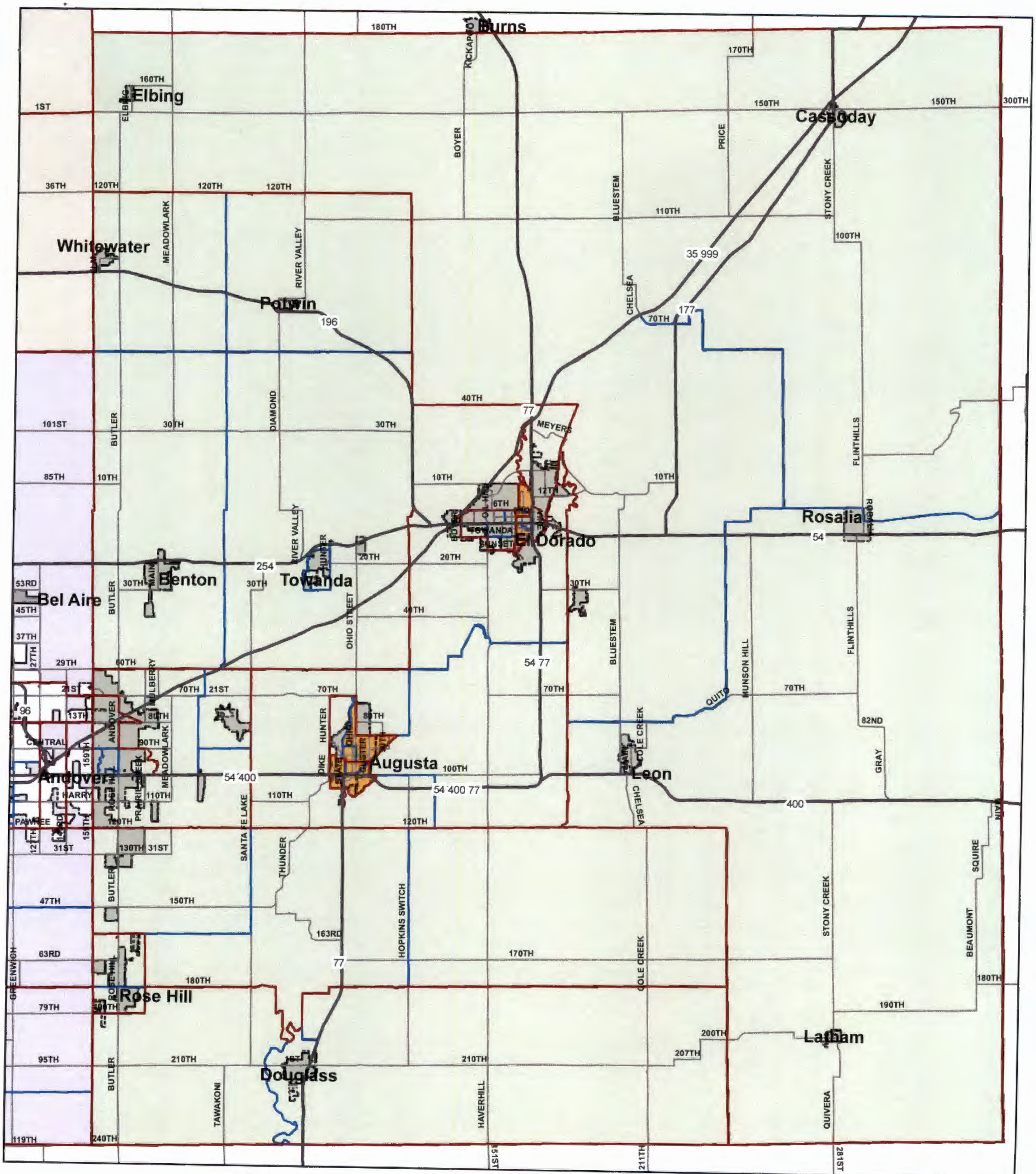
51% - 100%

N
W E
S

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA

Planning

DEPARTMENT



HUD Low-Mod Percent by Block Groups in Butler County

Legend

- 2010 Census Tracts
- 2010 Block Groups

Low-Mod Percent

- 0% - 50%
- 51% - 100%

0 1 2 4 6 8 Miles

N S E W

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA Planning DEPARTMENT

Housing Quality Standards/Inspections

The Wichita Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the HCV Program unless the HQS is met. Units may be inspected annually or biennially, and at other times as needed, to determine if the units meet HQS. Units must also meet each city minimum housing code if more restrictive than HQS.

The Wichita Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to allow the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection, the Wichita Housing Authority will only schedule one more inspection. If the family misses two inspections, the Wichita Housing Authority will consider the family to have violated a Family Obligation and their assistance may be terminated.

There are several types of inspections the Wichita Housing Authority will perform:

A. **Initial Inspection** - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. **Annual Inspection -** An inspection to determine that the unit continues to meet HQS. Annual inspections will occur within 120 days immediately preceding the re-examination date.

C. **Special Inspection** - An inspection requested the family, the owner, or by a third party, i.e., HUD, needing to view the unit. An emergency inspection, i.e., an inspection that takes place in the event of a perceived emergency, will take precedence over all other inspections.

D. **Quality Control Inspection** - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

Initial Inspections

On an initial inspection, the owner will be given up to 15 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. If the unit fails HQS upon reinspection, the participant will be advised to search for a different unit. No unit will be placed in the program until the unit meets the HQS requirements.

Disclosure of Information on Lead-Based Paint

The Lead Disclosure Rule

Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, to protect families from exposure to lead from paint, dust, and soil. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

What is Required?

Before ratification of a contract for housing sale or lease, sellers and landlords must:

•Give an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards ("Protect Your Family from Lead in Your Home" pamphlet, currently available in, Spanish, Vietnamese, Russian, Arabic, and Somali).

•Disclose any known information concerning lead-based paint or lead-based paint hazards. The seller or landlord must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

•Provide any records and reports on lead-based paint and/or lead-based paint hazards which are available to the seller or landlord (for multi-unit buildings, this requirement includes records and reports concerning common areas and other units, when such information was obtained as a result of a building-wide evaluation).

•Include an attachment to the contract or lease (or language inserted in the lease itself) which includes a Lead Warning Statement and confirms that the seller or landlord has complied with all notification requirements. This attachment is to be provided in the same language used in the rest of the contract. Sellers or landlords, and agents, as well as homebuyers or tenants, must sign and date the attachment.

•Sellers must provide homebuyers a 10-day period to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity.

Types of Housing Covered?

Most private housing, public housing, federally owned housing, and housing receiving Federal assistance are affected by this rule.

Effective Dates

The regulations became effective on September 6, 1996 for transactions involving owners of more than 4 residential dwellings and on December 6, 1996 for transactions involving owners of 1 to 4 residential dwellings.

Recordkeeping Sellers and lessors must retain a copy of the disclosures for no less than three years from the date of sale or the date the leasing period begins.

What Can You Do? If you did not receive the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form when you bought or leased pre-1978 housing, contact 1-800-424-LEAD (5323).

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/disclosure

Protect Your Family From Lead in Your Home

United States
Environmental
Protection Agency

United States
Consumer Product
Safety Commission

United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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

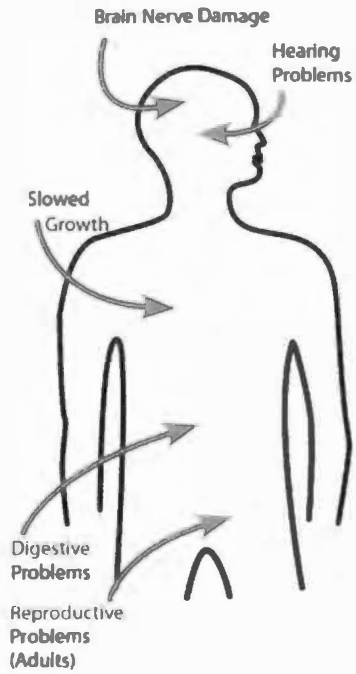
Women of childbearing age should know that lead is dangerous to a developing fetus.

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

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), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ 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 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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

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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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

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

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

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

Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

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

---

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

For More Information

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

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

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

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

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

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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

EPA-747-K-12-001
September 2013

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).

Request for Tenancy Approval (RFTA)

The Request for Tenancy Approval (RFTA) is the required document used to begin the tenancy process with the Housing Authority. This form is also used to verify information for each unit at the tenants Annual Recertification.

Instructions for completing the Request for Tenancy Approval.

The number corresponds with the box number on the RFTA.

1. WHA use only

2. Complete address of the unit, including city, state, and zip code. The correct address, apartment number, and zip code must be listed in this box. If the address or apartment number changes after the form has been submitted to our office, a new RFTA will have to be completed and submitted.

3. The date you would like to begin the lease with the tenant (The actual date will be determined by the passed inspection).

4. Actual number of bedrooms in the unit.

5. Year of original construction. You can contact 660-9200 if unknown.

6- The correct rent amount. This is not an amount to be negotiated at a later date. Once this amount is approved and turned in for an inspection, it will be the amount that must appear on the lease.

7. Security deposit. In Kansas, a landlord may charge a tenant the equivalent of one month's rent for the security deposit, therefore, this amount should not exceed the amount in Box 6.

8. Date the unit will be READY to pass inspection with all utilities in service and all repairs completed.

9. Type of unit

10. Only applies to tax credit properties or properties that receive other subsidy

11. Utilities and Appliances.

    The type of utility for the heating, cooking, and water heating must be checked. Please check only one box per item.

Provided by column

In the provided by column, please indicate by placing an "O" for Owner or a "T" for Tenant who is providing the system. Owners typically provides the heating, cooking, water heating, electrical, air conditioning, plumbing, and sewage systems. Another way to think of this column is who would be responsible for service/repair to the system. Example: Owner would be responsible for repairing the heating, leaks to the plumbing, or the gas lines to which the cooking system (stove) is connected.

Paid by Column

In the Paid by column, please indicate who is responsible for paying for the utility usage of the system.

Refrigerator/Range- On refrigerator and range, both the **Provided By** and **Paid By** columns refer to who purchased the appliances.

12. Owner's Certification

a. Rent reasonableness: Applies only to apartment complexes with 4 or more non-Section 8 units. If you have 4 or more occupied non-Section 8 units, please fill in lines 1 – 3 to indicate you are not charging higher rents to Section 8 tenants that you charge on the open market.

b. By signing the RFTA form you are certifying that you are not a relative of the applicant.

c. Lead-based paint. You are required to check one of the lead-based paint statements.

EXAMPLE

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

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

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

1. Name of Public Housing Agency (PHA): Wichita Housing Authority

2. Address of Unit (street address, unit #, city, state, zip code): 123 Elm Street, APT 24, Wichita, KS 67208

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
ASAP	2	1986	$ 765.00	$ 500.00	3/31/2020

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	T
Cooking	☐ Natural gas ☐ Bottled gas ☑ Electric ☐ Other	T
Water Heating	☑ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	T
Other Electric	Power for lights, TV, everything else	T
Water		O
Sewer		O
Trash Collection		O
Air Conditioning		T
Other (specify)		
		Provided by
Refrigerator		O
Range/Microwave		O

This example is for a unit where the landlord owns the fridge and stove and pays for water and trash. The tenant is responsible for all other utilities. The furnace and water heater are powered by natural gas, the stove is electric.

EXAMPLE

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. 123 Elm St #18	04/01/2019	$ 755.00
2. 123 Elm St #35	07/01/2019	$ 775.00
3. 123 Elm St #11	02/01/2020	$ 765.00

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.

PLEASE, sign and include accurate information so that we can contact you to set up the inspection or if we have any questions.

The tenant must also sign the RFTA. Present address should be where they are currently living, not the unit address.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Mary Sample, Sample Property Management		John Example	
Owner/Owner Representative Signature Mary Sample		Head of Household Signature John Example	
Business Address 123 Elm Street Wichita KS 67208		Present Address 3738 W. 10th Street, APT 2 Wichita, KS 67214	
Telephone Number 316-555-1234	Date (mm/dd/yyyy)	Telephone Number 316-555-4567	Date (mm/dd/yyyy)

Lease Requirements

You must provide a copy of any lease you sign to the WHA

Once the unit passes inspection and the family has been given permission, the tenant and the owner must enter and execute a written lease for the unit. As the tenant, you are bound by the terms of the lease and may enforce the terms of the lease against the owner.

The lease must be in the standard form the owner uses for unassisted tenants. The HAP contract prescribed by HUD contains the owner's certification that, if the owner uses a standard lease form for rental to unassisted tenants, that lease form is used for the assisted unit as well. If the owner does not use a standard form of lease to unassisted tenants, another form of lease may be used.

The lease must include the following information:

- Names of the owner and tenant;
- Unit address;
- The unit rented (address, apartment number, and any other information needed to identify the contract unit);
- Term of the lease, including initial term and any provision for renewal;
- Amount of monthly rent to owner; and
- Specification of what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.

The HAP Contract must include verbatim the HUD-prescribed tenancy addendum. The tenancy addendum (form HUD-52441-A) can also be found in Part C of the form HUD-52641-HAP Contract for the Housing Choice Voucher Program. The tenancy addendum sets forth the tenancy requirements for the program. The tenant has the right to enforce the tenancy addendum against the owner. **The terms of the tenancy addendum prevail over any conflicting provisions of the lease.**

It is important that the family and owner understand the terms of the lease, tenancy addendum, and HAP contract. The PHA's role in reviewing the lease is limited. The WHA will review the lease to determine compliance with state and local law and may deny the execution of the HAP Contract if it determines noncompliance.

Housing Assistance Payment Contract (HAP)

The HAP contract is a written agreement between the PHA and the owner of a unit occupied by a Housing Choice Voucher program participant. The HAP contract must be in the form prescribed by HUD. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of a specific family leasing a specific unit.

It is important that both the family and the owner fully understand the requirements contained in the HAP Contract and Tenancy Addendum, particularly those requirements related to your rights and responsibilities under the housing choice voucher program.

The contact must be initiated within 60 days of a passed inspection. The landlord and family will receive a copy of the initiated HAP contract.

- The term of the HAP contract must run concurrently with the term of the lease, including any extensions of the lease term.
- The HAP contract and any payments made under the HAP contract terminate automatically in each of the following situations:
  - Owner or tenant terminates the lease.
  - The tenant passes away or vacates the unit.
- The lease terminates automatically when the HAP contract terminates.
- The HA can terminate the lease between the tenant and the landlord for:
  - Abatement-The landlord fails to comply with the HQS
  - The tenant has a change in family size.

Rental subsidy will not start until the HAP contract has been signed by both the landlord and the HCV program.

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 unit. 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/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 ☐ Bottle gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottle gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottle gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

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 code)

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.

4. Term of HAP Contract

a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

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.

c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

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, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be 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 member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner 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. Reserved

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).

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

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

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

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation**: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

(2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

(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.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

What's Next?

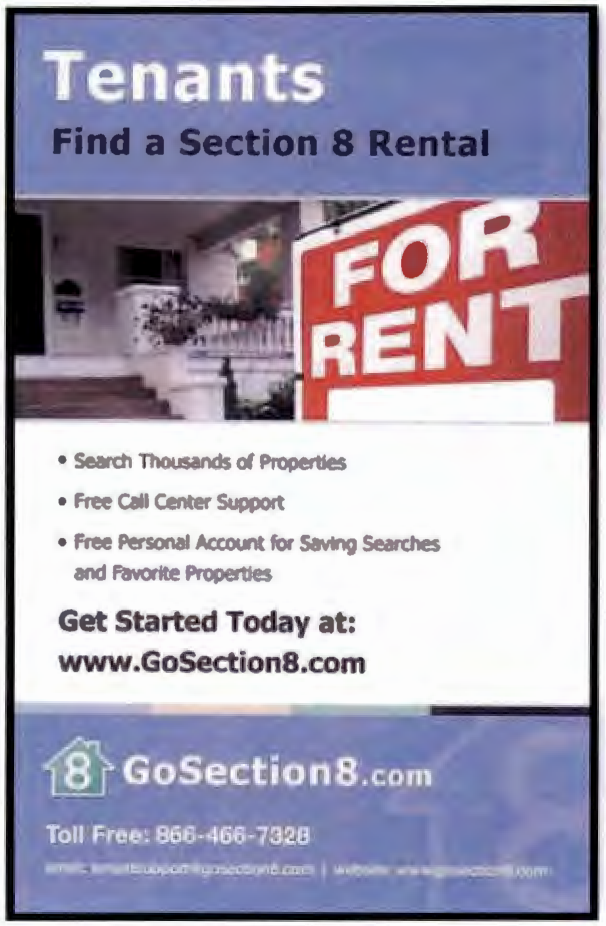
Now that you have received your voucher, these are the steps that you will need to follow before we can begin assistance payments.

1. Find a place to rent.
2. Talk with the owner/agent/landlord to determine rental qualifications.
3. Once you have been screened by the landlord:
   Complete the Request for Tenancy Approval (RFTA)
4. The RFTA must be completely filled out. An incomplete form **WILL** cause a delay in processing.
5. Return the Request for Tenancy Approval to the WHA office.
6. Once the RFTA is received, your Housing Specialist will determine if you are qualified for the unit.
7. If you are not qualified for the unit, your Housing Specialist will contact you to select a new unit.
8. After the determination has been made that you quality for the unit, the Inspections department will contact the landlord to schedule an inspection.
9. Please be patient as the inspector usually has a full calendar and it may take several weeks to complete an inspection on your unit.
10. If the unit does NOT pass the initial inspection, the landlord will be given a list of repairs that need to be completed. **DO NOT MOVE INTO THE UNIT UNTIL IT PASSES INSPECTION.** Once the repairs are completed, the landlord will need to call the inspection department to schedule a re-inspection of the unit.
11. If the landlord chooses not make the repairs to the unit, you must request a new RFTA and select another unit.
12. **Once the unit passes inspection, you will be contacted by your Housing specialist and you and the landlord may enter into a rental agreement. Your Housing Specialist will inform you of your portion.**

The effective date of the contract will be the date the unit passes inspection, or the date that you takes possession, whichever is later. Under no circumstances can the contract be effective prior to the date the unit passes inspection.
Submit an executed copy of the lease agreement and current proof of income to your Housing Specialist. Rental Agreements may be hand delivered, mailed or faxed to 316-337-9103.

Pay the security deposit and your portion of the rent. Be prepared to pay your security deposit and your share of the first month's rent by the time you move in unless other arrangements have been agreed upon by you and the landlord.

Rental Listing Websites



www.Socialserv.com

www.rent.com/wichita/rentals

www.Zillow.com

www.apartmentfinder.com

www.apartments.com