HUNTSVILLE HOUSING AUTHORITY'S POLICY ON EXTENSIONS OR SUSPENSIONS OF THE TERM OF VOUCHERS

Voucher Issuance - The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a Brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the PHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in the PHA's housing choice voucher program [Voucher, form HUD-52646].

A voucher will be issued to an applicant family only after the HHA has determined that the family is eligible for the program based on information received within the 60 days prior to issuance [24 CFR 982.20l(e)] and after the family has attended an oral briefing. The initial voucher term will be 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the HHA grants an extension.

If the PHA determines that there is insufficient funding after a voucher has been issued, the PHA may rescind the voucher and place the affected family back on the waiting list.

Extensions of Voucher Term [24 CFR 982.303(b)]
Generally, HHA will not approve extension to the term of the voucher. HHA will approve extensions only in the following circumstances:

- An extension is necessary as a reasonable accommodation for a person with disabilities.
- If it is necessary due to reasons beyond the family's control, as determined by HHA. Following is a list of extenuating circumstances that HHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:
  - Serious illness or death in the family
  - Other family emergency
  - Whether the family has already submitted requests for tenancy approval that were not approved by HHA
  - Whether family size or other special circumstances make it difficult to find a suitable unit

Any request must include the reason (s) an extension is necessary. HHA may require the family to provide documentation to support the request or obtain verification from a qualified third party.

All requests for extensions to the voucher term must be made in writing and submitted to the HHA prior to the expiration date of the voucher (or extended term of the voucher). The HHA will decide whether to approve or deny an extension request within 10 calendar days of the date the request is received, and will immediately provide the family written notice of its decision.

Suspensions of Voucher Term [24 CFR 982.303(c)]

The PHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

Expiration of Voucher Term

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If an applicant family's voucher term or extension expires before HHA has approved a Request for Tenancy Approval (RFTA), HHA will require the family to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, HHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.

HUNTSVILLE HOUSING AUTHORITY'S SUBSIDY STANDARDS

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

HOUSING OCCUPANCY STANDARDS

The following rules shall apply in determining what size unit assistance to be issued:

- Only infants (under 1 year) will be required to share a bedroom with a parent, and that children of the opposite sex under the age of 6 may share a bedroom until the oldest child reaches the age of 6 years. Children of the same sex, regardless of age, may share a bedroom.
- The bedroom size assigned shall not require more than two (2) persons to occupy the same bedroom;
- Families requiring a change in bedroom size will be issued the correct size at their next re- examination.

HHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

HUNTSVILLE HOUSING AUTHORITY

Post Office Box 486

Huntsville, AL 35804-0486

www.hsvha.org

PAYMENT STANDARDS
EFFECTIVE
January 1, 2026

HUNTSVILLE, AL MSA FMR FOR ALL BEDROOM SIZES

BEDROOM	0	1	2	3	4	5
	$1,040	$1,147	$1,323	$1,707	$2,130	$2,450

SAFMR BY ZIP CODE

BEDROOM	0	1	2	3	4	5
35749 Harvest	$1,202	$1,323	$1,525	$1970	$2,454	$2,822
35756 Madison	1,545	1,707	1,970	2,545	3,171	3,647
35757 Madison	1,364	1,505	1,737	2,242	2,798	3,217
35758 Madison	1,263	1,394	1,606	2,071	2,586	2,973
35759 Meridianville	1,283	1,414	1,636	2,111	2,636	3,032
35763 Owens Cross Roads	1,566	1,727	1,990	2,565	3,202	3,682
35773 Toney	1,020	1,121	1,293	1,667	2,081	2,393
35801	1,131	1,252	1,444	1,869	2,323	2,671
35802	1,020	1,121	1,293	1,667	2,081	2,393
35803	1,101	1,222	1,404	1,808	2,262	2,602
35806	1,212	1,343	1,545	1,990	2,485	2,857
35824	1,182	1,303	1,505	1,939	2,424	2,788

The PAYMENT STANDARD includes MONTHLY RENT and the UTILITY ALLOWANCE for utilities the family is responsible for paying. The Utility Allowance is NOT paid to the tenant. Instead, it is used to reduce the actual amount of the tenant's share of the rent paid to the owner.

The Payment Standard it the maximum amount of rental assistance the housing authority will pay on behalf of the family based upon the family's voucher size, or the actual bedroom size, if the leases a smaller unit.

The Payment Standard will be lower if the Gross Rent (rent and utility allowance) is less than the Payment Standard above.

The family's Total Tenant Payment (TTP), generally 30% of the monthly-adjusted income, will be subtracted from the Payment Standard above or Gross Rent to determine the Housing Assistance Payment (HAP) the housing authority will make to the landlord.

____ ____________________

HOH Signature Date

OMB Approval No. 2577-0169

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT								EFFECTIVE: 4/1/2026	
SECTION 8: ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES									
AREA: Huntsville Housing Authority	UNIT TYPE: SINGLE FAMILY - DETACHED								
UTILITY OR SERVICE	2.5 BR Monthly Amounts		Monthly Dollar Allowances						
	ccf,kWh,gals	($)	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating:									
b. Natural Gas Huntsville	21.1	24.25	12	17	22	27	34	39	
b. Natural Gas Athens	21.1	37.42	19	26	34	41	52	60	
b. Natural Gas No Ala Gas Dist	21.1	26.00	13	18	23	29	36	42	
c. Elec Heat Pump Huntsville	199	22.42	11	16	20	25	31	36	
d. Elec Resistance Huntsville	512	58.50	29	41	53	64	82	94	
c. Elec Heat Pump Athens	199	20.83	10	15	19	23	29	33	
d. Elec Resistance Athens	512	52.08	26	36	47	57	73	83	
Air Conditioning Huntsville:	112	12.58	6	9	11	14	18	20	
Air Conditioning Athens:	112	12.00	6	8	11	13	17	19	
Cooking:									
b. Natural Gas Huntsville	8	9.50	5	7	9	10	13	15	
b. Natural Gas Athens	8	14.42	7	10	13	16	20	23	
b. Natural Gas No Ala Gas Dist	8	10.00	5	7	9	11	14	16	
c. Electric Huntsville	110	12.33	6	9	11	14	17	20	
c. Electric Athens	110	11.83	6	8	11	13	17	19	
Other Electric:									
Lights, Ref, etc. **Huntsville**	270	48.25	24	34	43	53	68	77	
Lights, Ref, etc. **Athens**	270	48.50	24	34	44	53	68	78	
Water Heating:									
b. Natural Gas Huntsville	19	21.33	11	15	19	23	30	34	
b. Natural Gas Athens	19	32.83	16	23	30	36	46	53	
b. Natural Gas No Ala Gas Dist	19	22.92	11	16	21	25	32	37	
c. Electric Huntsville	298	33.42	17	23	30	37	47	53	
c. Electric Athens	298	31.92	16	22	29	35	45	51	
Water:									
City of Huntsville	7,336	n/a	19	26	32	37	42	47	
City of Madison	7,336	n/a	25	36	45	53	60	67	
Market & Gurley	7,336	n/a	23	33	41	48	54	61	
Harvest - Monrovia	7,336	n/a	22	38	52	63	74	85	
Owens Crossroads	7,336	n/a	25	38	49	58	67	75	
Athens ISCL	7,336	n/a	17	30	41	50	58	67	
Athens OSCL	7,336	n/a	32	46	61	74	87	100	
Limestone	7,336	n/a	41	57	69	78	87	97	
Sewer:									
City of Huntsville	7,336	n/a	16	29	39	47	55	63	
City of Madison	7,336	n/a	32	48	62	73	84	95	
Harvest - Monrovia	7,336	n/a	60	60	60	60	60	60	
Owens Cross Road	7,336	n/a	48	48	48	48	48	48	
Meridianville - Integra	7,336	n/a	63	63	63	63	63	63	
Athens ISCL	7,336	n/a	27	45	59	71	82	94	
Athens OSCL	7,336	Not Available							
Limestone	7,336	n/a	64	64	64	64	64	64	
Natural Gas Monthly Customer Charge:									
Huntsville		10.00	10	10	10	10	10	10	
Athens		7.18	7	7	7	7	7	7	
North Ala Gas District		7.50	8	8	8	8	8	8	
Garbage:									
City of Huntsville		21.50	22	22	22	22	22	22	
Madison County		16.50	17	17	17	17	17	17	
Madison City - in Madison Co and Limestone Co, City Pick Up		28.74	29	29	29	29	29	29	
Madison City - in Limestone Co ONLY, Limestone Co Pick Up		19.80	20	20	20	20	20	20	
Owens Crossroads		16.50	17	17	17	17	17	17	
City of Athens, ISCL		31.85	32	32	32	32	32	32	
City of Athens, OSCL in Limestone Co		19.80	20	20	20	20	20	20	
Tenant Owned Appliances:									
Range/Microwave (if Tenant Owned)		3.00	3	3	3	3	3	3	
Refrigerator (if Tenant Owned)		4.00	4	4	4	4	4	4	

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for actual unit rented.)	UTILITY OR SERVICE	PER MONTH COST
NAME OF FAMILY:	**Heating**	
	Air Conditioning	
	Cooking	
ADDRESS OF UNIT:	**Other Electric**	
	Water Heating	
	Water	
	Sewer	
	Natural Gas Customer Charge	
	Garbage Collection	
	Range/Microwave (if Tenant Owned)	
	Refrigerator (if Tenant Owned)	
	Other (Specify)	
NUMBER OF BEDROOMS:	**TOTAL**	0

OMB Approval No. 2577-0169

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	EFFECTIVE: 4/1/2026
SECTION 8: ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES	
AREA: Huntsville Housing Authority	UNIT TYPE: MULTI FAMILY (HIGH-RISE, GARDEN, APARTMENT, ROW HOUSE, SEMI-DETACHED)

UTILITY OR SERVICE	2.5 BR Monthly Amounts		Monthly Dollar Allowances					
	ccf,kWh,gals	($)	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating:								
b. Natural Gas Huntsville	11.0	12.58	6	9	11	14	18	20
b. Natural Gas Athens	11.0	19.50	10	14	18	21	27	31
b. Natural Gas No Ala Gas Dist	11.0	13.50	7	9	12	15	19	22
c. Elec Heat Pump Huntsville	108	12.08	6	8	11	13	17	19
d. Elec Resistance Huntsville	285	32.17	16	23	29	35	45	51
c. Elec Heat Pump Athens	108	11.50	6	8	10	13	16	18
d. Elec Resistance Athens	285	29.33	15	21	26	32	41	47
Air Conditioning Huntsville:	108	12.17	6	9	11	13	17	19
Air Conditioning Athens:	108	11.83	6	8	11	13	17	19
Cooking:								
b. Natural Gas Huntsville	8	9.50	5	7	9	10	13	15
b. Natural Gas Athens	8	14.42	7	10	13	16	20	23
b. Natural Gas No Ala Gas Dist	8	10.00	5	7	9	11	14	16
c. Electric Huntsville	110	12.33	6	9	11	14	17	20
c. Electric Athens	110	11.83	6	8	11	13	17	19
Other Electric:								
Lights, Ref, etc. **Huntsville**	270	48.25	24	34	43	53	68	77
Lights, Ref, etc. **Athens**	270	48.50	24	34	44	53	68	78
Water Heating:								
b. Natural Gas Huntsville	19	21.33	11	15	19	23	30	34
b. Natural Gas Athens	19	32.83	16	23	30	36	46	53
b. Natural Gas No Ala Gas Dist	19	22.92	11	16	21	25	32	37
c. Electric Huntsville	298	33.42	17	23	30	37	47	53
c. Electric Athens	298	31.92	16	22	29	35	45	51
Water:								
City of Huntsville	7,336	n/a	19	26	32	37	42	47
City of Madison	7,336	n/a	25	36	45	53	60	67
Market & Gurley	7,336	n/a	23	33	41	48	54	61
Harvest - Monrovia	7,336	n/a	22	38	52	63	74	85
Owens Crossroads	7,336	n/a	25	38	49	58	67	75
Athens ISCL	7,336	n/a	17	30	41	50	58	67
Athens OSCL	7,336	n/a	32	46	61	74	87	100
Limestone	7,336	n/a	41	57	69	78	87	97
Sewer:								
City of Huntsville	7,336	n/a	16	29	39	47	55	63
City of Madison	7,336	n/a	32	48	62	73	84	95
Harvest - Monrovia	7,336	n/a	60	60	60	60	60	60
Owens Cross Road	7,336	n/a	48	48	48	48	48	48
Meridianville - Integra	7,336	n/a	63	63	63	63	63	63
Athens ISCL	7,336	n/a	27	45	59	71	82	94
Athens OSCL	7,336	Not Available						
Limestone	7,336	n/a	64	64	64	64	64	64
Natural Gas Monthly Customer Charge:								
Huntsville		10.00	10	10	10	10	10	10
Athens		7.18	7	7	7	7	7	7
North Ala Gas District		7.50	8	8	8	8	8	8
Garbage:								
City of Huntsville		21.50	22	22	22	22	22	22
Madison County		16.50	17	17	17	17	17	17
Madison City - in Madison Co and Limestone Co, City Pick Up		28.74	29	29	29	29	29	29
Madison City - in Limestone Co ONLY, Limestone Co Pick Up		19.80	20	20	20	20	20	20
Owens Crossroads		16.50	17	17	17	17	17	17
City of Athens, ISCL		31.85	32	32	32	32	32	32
City of Athens, OSCL in Limestone Co		19.80	20	20	20	20	20	20
Tenant Owned Appliances:								
Range/Microwave (if Tenant Owned)		3.00	3	3	3	3	3	3
Refrigerator (if Tenant Owned)		4.00	4	4	4	4	4	4

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for actual unit rented.)	UTILITY OR SERVICE	PER MONTH COST
NAME OF FAMILY:	**Heating**	
	Air Conditioning	
	Cooking	
ADDRESS OF UNIT:	**Other Electric**	
	Water Heating	
	Water	
	Sewer	
	Natural Gas Customer Charge	
	Garbage Collection	
	Range/Microwave (if Tenant Owned)	
	Refrigerator (if Tenant Owned)	
	Other (Specify)	
NUMBER OF BEDROOMS:	**TOTAL**	**0**

WORKSHEET FOR COMPUTATION OF TOTAL TENANT PAYMENT

NAME: ______________________ (V # ______________)

TYPE OF CHG/EFFECTIVE FOR: NMI ____________, ANNUAL ____________ , I/C ____________

#1 (source) ____________ Amt **$ -**

#2 (source) ____________ Amt **$ -**

#3 (source) ____________ Amt **$ -**

#4 (source) ____________ Amt **$ -**

Notes:

1.	Annual Income		**$ -**
2.	Number of family members (except head or spouse under 18, Or 18 and over who are disabled, handicapped, or full time students	**0**	
3.	Line 2 x $480.00		**$ -**
4.	Child Care Deduction		**$ -**
5.	Handicapped Assistance Expenses	**$ -**	
6.	3% of Annual Income	**$ -**	
7.	Subtract line 6 from line 5	**$ -**	
8.	Enter Amount earned by family member which was dependant upon the Handicapped Assistance Expenses	**$ -**	
9.	Enter the lesser of line 7 or 8 for the Handicapped Asst. Allowance		**$ -**
	<u>Elderly Only</u>		
	10. Medical Expenses	**$ -**	
	11. If Line 7 is greater than 0, copy the amt. on 10 to this line; otherwise add line 5 to line 10 less 3% of Annual Income		**$ -**
	12. Deduct $400.00		**$ -**
13.	Total Allowances (add lines 3, 4, 9, 11 & 12)		**$ -**
14.	Annual Adjusted Income (line 1 minus line 13)		**$ -**
15.	Monthly Income (line 1 / 12)	**$ -**	
16.	10% of Monthly Income (line 15 * .1)		**$ -**
17.	Monthly Adjusted Income (line 14 / 12)	**$ -**	
18.	Line 17 * 30%		**$ -**
19.	Minimum Rent		**$ 50**
20.	Total Tenant Payment (greatest of lines 16, 18, 19)		**$ 50**
21.	Total Tenant Payment	**$ -**	
22.	Applicable Utility Allowance	________	
23.	Tenant Rent	________	

Completed by: ______________________ Date: ______________

WORKSHEET FOR HOUSING CHOICE VOUCHER PROGRAM COMPUTATIONS

Family Name:	Number of bedrooms per PHA Occupancy Standard: **0**	# BRs Leased: **0**

MAXIMUM HOUSING VOUCHER SUBSIDY

1) Applicable payment standard [new lease: lower of PS or GR]

Payment Standard ________ Gross Rent **$ -** — 1) **$ -**

2) TTP — 2) - **$ -**

3) Max Subsidy: Payment standard (#1) minus TTP (#2) — 3) = **$ -**

TOTAL FAMILY CONTRIBUTION (TFC) & TOTAL SUBSIDY

Gross Rent Calculation

4) Rent to owner — 4) **$ -**

5) Utility Allowance (for utilities not included) — 5) **$ -**

6) Gross Rent: Rent to owner (#4) plus utility allowance (#5) — 6) **$ -**

7) **Total Family Contribution:**
Gross Rent (#6) **$ -** minus maximum subsidy (#3) **$ -** — 7) **$ -**

8) **Total Voucher Subsidy:** Lesser of:
Gross Rent (#6) **$ -** minus TFC (#7) **$ -** = **$ -** OR — 8) **$ -**
Maximum voucher subsidy (#3) **$ -**

HOUSING ASSISTANCE PAYMENT AND UTILITY REIMBURSEMENT

9) Housing Assistance Payment (HAP) to owner: Lesser of: — 9) **$ -**
Total voucher subsidy (#8) **$ -** or Rent to Owner (#4) **$ -**

10) Utility Reimbursement to Family: — 10) **$ -**
Total voucher subsidy (#8) **$ -** minus HAP (#9) **$ -**

TENANT RENT

11) Tenant Rent: Rent to owner (#4) **$ -** minus HAP (#9) **$ -** — 11) **$ -**

12) **Accuracy Check** Tenant Rent **$ -** plus UA **$ -** — 12) **$ -**
minus URP **$ -** = **$ -** (same as line 7)

AFFORDABILITY CHECK (NEW ADMISSIONS & MOVES)

Is Rent Affordable: ☐ Y ☐ N

Monthly adjusted income: **$ -**

times 0.40 = **$ -** (40% of MAI)

TFC (#7) = **$ -** (cannot be more than 40% of the MAI)

Date of Completion: ________ Staff Initials: ________

WHAT THE FAMILY SHOULD CONSIDER IN DECIDING WHETHER TO LEASE A UNIT

When a Request for Tenancy Approval form has been submitted, a Housing Quality Standards (HQS) inspection must be conducted before approval can be given. It is imperative that the unit is found to be safe, decent, sanitary, and free of any hazards before approval is made.

Factors the family should consider include:

1. The condition of a unit;
2. Whether the rent is reasonable;
3. The cost of any tenant-paid utilities and whether the unit is energy-efficient;
4. If the unit does not meet HQS, will the owner make repairs to bring it up to code before your Voucher expiration date;
5. The location of the unit, including proximity to public transportation, centers of employment, schools and shopping;
6. Is the unit located in a high-poverty area; and
7. The crime-rate for the neighborhood.

FAMILY PORTABILITY INFORMATION

OBJECTIVE: One of the priorities of the Huntsville Housing Authority (HHA), Housing Choice Voucher Program is to broaden the housing choices for low-income families. To accomplish this goal, you must have an understanding of the portability rules and procedures that are available to assist families with the location of housing anywhere in the HHA jurisdiction and outside of its jurisdiction.

The HHA, Housing Choice Voucher Program jurisdiction is anywhere in the Huntsville and Madison County area.

PORTABILITY OF RENTAL ASSISTANCE OUTSIDE OF THE HHA JURISDICTION

A family may request to receive rental assistance to lease a unit outside the HHA jurisdiction. You may select anywhere in the state of Alabama, or anywhere in the United States that is administering a Housing Choice Voucher Program. However, the HHA's Assisted Housing Office may disapprove your request for a portability transfer if the area that you request to transfer to has a higher payment standard than the Huntsville/Madison County area, and funds are not available.

To request portability and receive assistance outside of the HHA Housing Choice Voucher Program jurisdiction, the family must:

1. Contact the Assisted Housing Office.
2. Be income eligible for the area you wish to relocate to.
3. Be advised on how to contact and request rental assistance of the Housing Authority in the area to which you are relocating.
4. Complete ALL required HUD and HHA forms for portability.
5. The family must promptly contact the receiving Housing Authority and comply with their procedures for incoming portable families.

If you have any questions concerning Family Portability, please contact your Housing Specialist.

NEIGHBORING PHAs

Decatur Housing Authority
907 10th Avenue NE
Decatur AL 35601

Contact Person: Portability
Phone # (256) 353-2191
Fax # (256) 353-2285

Guntersville Housing Authority
1205 Wyeth Drive
Post Office Box 4
Guntersville, Alabama 35976

Contact Person: Portability
Phone # (256) 582-4331
Fax # (256)582-6962

Scottsboro Housing Authority
399 Woods Cove Rd.
Scottsboro, AL 35768

Contact Person: Renee Swearengin
Phone # (256) 259-5600 Ext 5
Fax # (256) 259-0701
Email: shavouchers@scottsboro.org

For Nationwide PHA Look up:
www.https://www.hud.gov/program_offices/public_indian_housing/pha/contacts

PORTABILITY

One of the priorities of the Huntsville Housing Authority (HHA), Housing Choice Voucher Program is to broaden the housing choices for low-income families. To accomplish this goal, you must have an understanding of the portability rules and procedures that are available to assist families with the location of housing anywhere in the HHA jurisdiction and outside of its jurisdiction.

The HHA, Housing Choice Voucher Program jurisdiction is anywhere in the Huntsville and Madison County area.

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). You may select anywhere in the state of Alabama, or anywhere in the United States that is administering a Housing Choice Voucher Program.

- *New families may not be able to port immediately; they may have to live in the jurisdiction of the initial PHA for a year before they can port. Initial PHAs may allow moves during this one-year period.*
- *The HHA's Assisted Housing Office may disapprove your request for a portability transfer if the area that you request to transfer to has a higher payment standard than the Huntsville/Madison County area, and funds are not available.*

How Portability Works

Portability process with the Initial PHA

1. You must notify the initial PHA that you would like to port and to which area you are moving, by completing the Request for Portability form.
2. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease, and complete the Intent to Vacate form for HHA.
3. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you are moving out of your unit in accordance with your lease.
4. 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.
5. Once your paperwork has been sent you will need to contact the receiving PHA.

Contacting 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).

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: *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.

ONCE AT THE RECEIVING PHA

a. 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.

b. 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.

c. 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.

Please be aware the that HHA policy on extending vouchers.

Portability Terms:

Initial PHA: The PHA that first gave the voucher to the individual when they were selected for the program.

Receiving PHA: The agency that will administer assistance in the area to which the individual moves.

Absorbing: The Receiving PHA absorbs you into their HCV Program

Administer/Billing: The Receiving PHA will bill the Initial PHA

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.

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

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

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

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

(a) Will occupy the unit as a primary residence; and

(b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

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

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

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

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

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

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

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

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

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

   (3) Find alternative housing.

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

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

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

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

n. **Confidentiality.**

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

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

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

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

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

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

HUNTSVILLE HOUSING AUTHORITY'S POLICY ON PROVIDING INFORMATION TO PROSPECTIVE OWNERS/LANDLORDS

Owners are permitted and encouraged to screen families on the basis of their tenancy history. An owner may consider a family's background with respect to such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of others to the peaceful enjoyment of their housing;
- Drug-related or other criminal activity that is a threat to life, safety, or property of others; an
- Compliance with other essential conditions of tenancy.

In accordance with HUD Federal Regulations the Section 8 Office **MUST GIVE** information to prospective landlords and managers of rental property. Information that may be given is listed below:

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

Other information that may be given to the owner/landlord is:

- Damages that are tenant caused;
- Unpaid rent claims that lead to eviction;
- Poor housekeeping habits as noted during annual inspections.

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

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

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

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

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

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

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

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

What if I require this information in a language other than English? To read this in Spanish or another language, please contact **[**INSERT COVERED HOUSING PROVIDER'S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION**]** or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

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

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

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

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

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

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

   ____

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

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

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

   ☐ Phone Phone Number: ______________________________

   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address:______________________________

   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address:______________________________

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

   ☐ Other Please List:______________________________

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

   ____
   ____
   ____
   ____
   ____

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.
Things that a home must have in order approved by the PHA, and
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

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

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

Floor
A floor that is in good condition.

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

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

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

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

Paint

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

You should also think about:

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

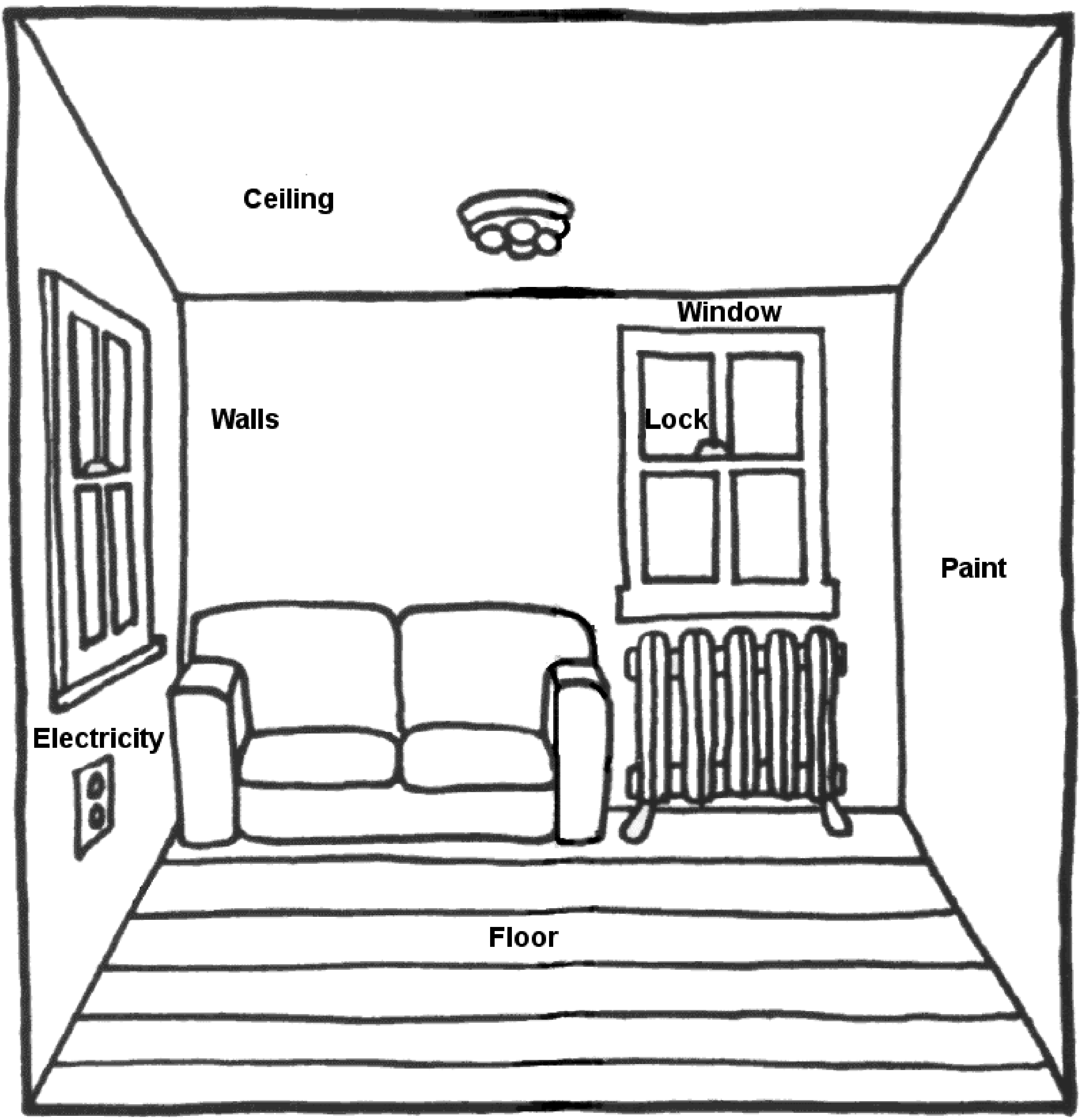
- The condition of the windows.
  -- Are there small cracks in the panes?

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

- The location of electric outlets and light fixtures.

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

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


Ceiling
Window
Walls
Lock
Paint
Electricity
Floor

2. Kitchen

The Kitchen must have:

Ceiling
A ceiling that is in good condition.

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

Storage
Some space to store food.

Electricity
At least one electric outlet and one permanent light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

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

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

Floor
A floor that is in good condition.
Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area
Some space to prepare food.

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

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

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

Walls
Walls that are in good condition.

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

Serving Area
Some space to serve food.

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

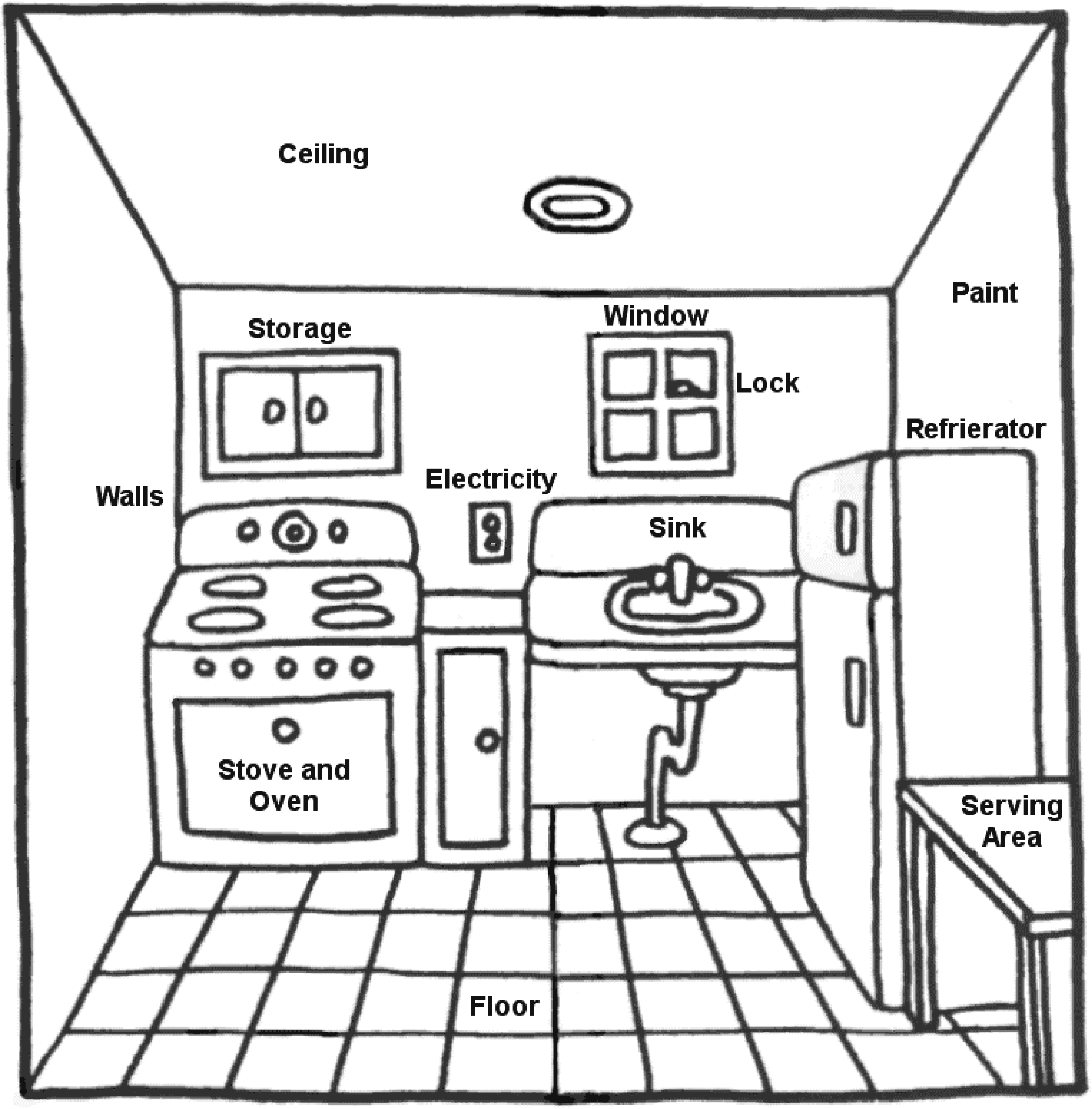
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

Sink
A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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


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

3. Bathroom

The Bathroom must have:

Ceiling
A ceiling that is in good condition.

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

Window
A window that opens or a working exhaust fan.

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

Toilet
A flush toilet that works.

Tub or Shower
A tub or shower with hot and cold running water.

Floor
A floor that is in good condition.

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

Paint

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

Walls
Walls that are in good condition.

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

Electricity
At least one permanent overhead or wall light fixture.

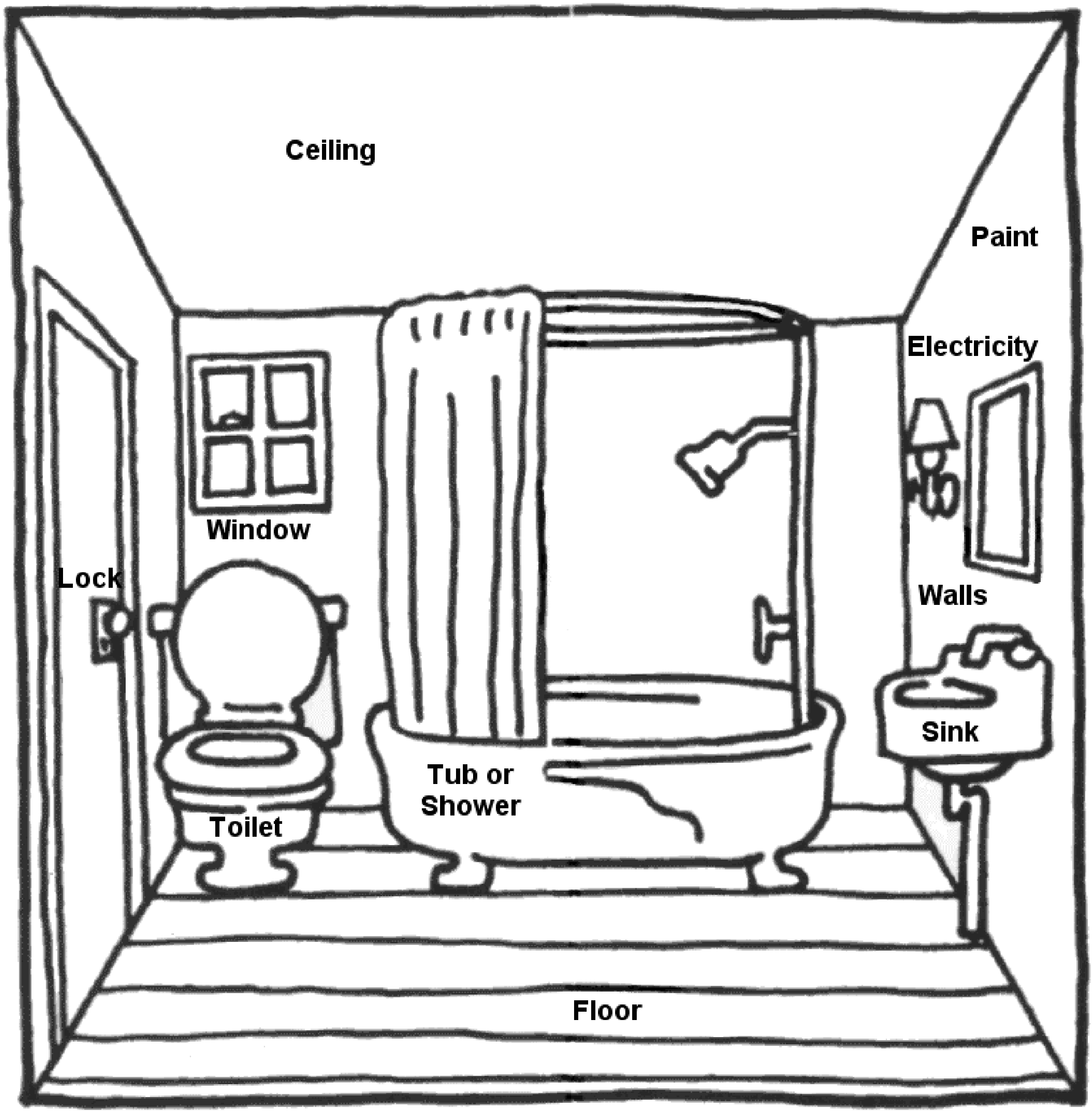
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink
A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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


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

4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms
Same requirement as for living room.

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

Floor
A floor that is in good condition.

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

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

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

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

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

You should also think about:

- What you would like to do with the other rooms.
  -- Can you use them the way you want to?

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

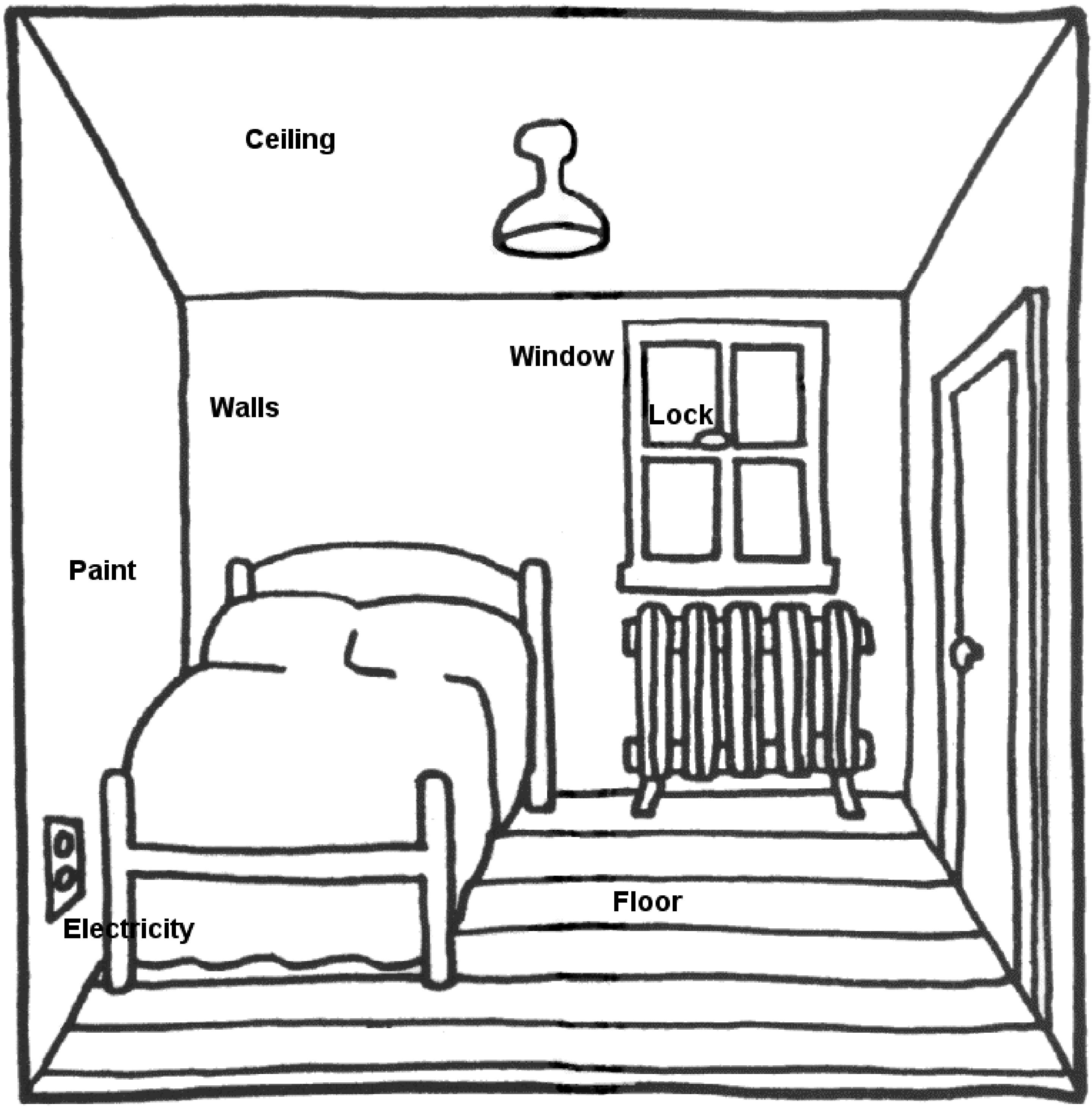
- The condition of the windows.
  -- Are there small cracks in the panes?

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

- The location of electric outlets and light fixtures.

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

- The condition of the floors.
  -- Are they scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Floor
Electricity

5. Building Exterior, Plumbing, and Heating

The Building must have:

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

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

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

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

Foundation
A foundation in good condition that has no serious leaks.

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

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

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

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

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

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

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

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

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

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

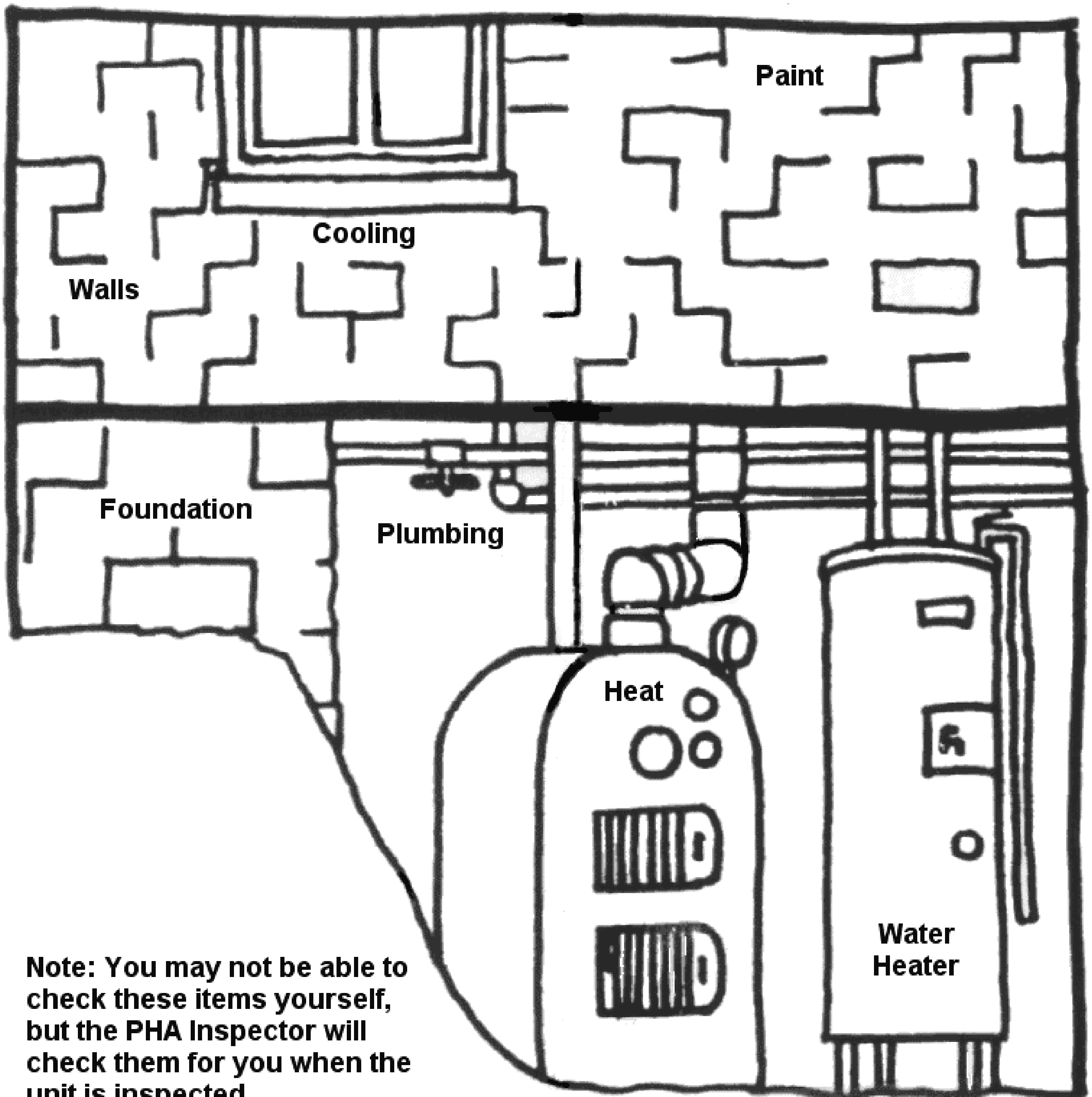
You should also think about:

- How well maintained the apartment is.

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

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

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



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

6. Health and Safety

The Building and Site must have:

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

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

Elevators
Make sure the elevators are safe and work properly.

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

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

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

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

Lights
Lights that work in all common hallways and interior stairs.

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

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

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

For Manufactured Homes: Tie Downs
Manufactured homes must be place on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
  --Is it suitable for your family?

- How safe the house or apartment is for your family.

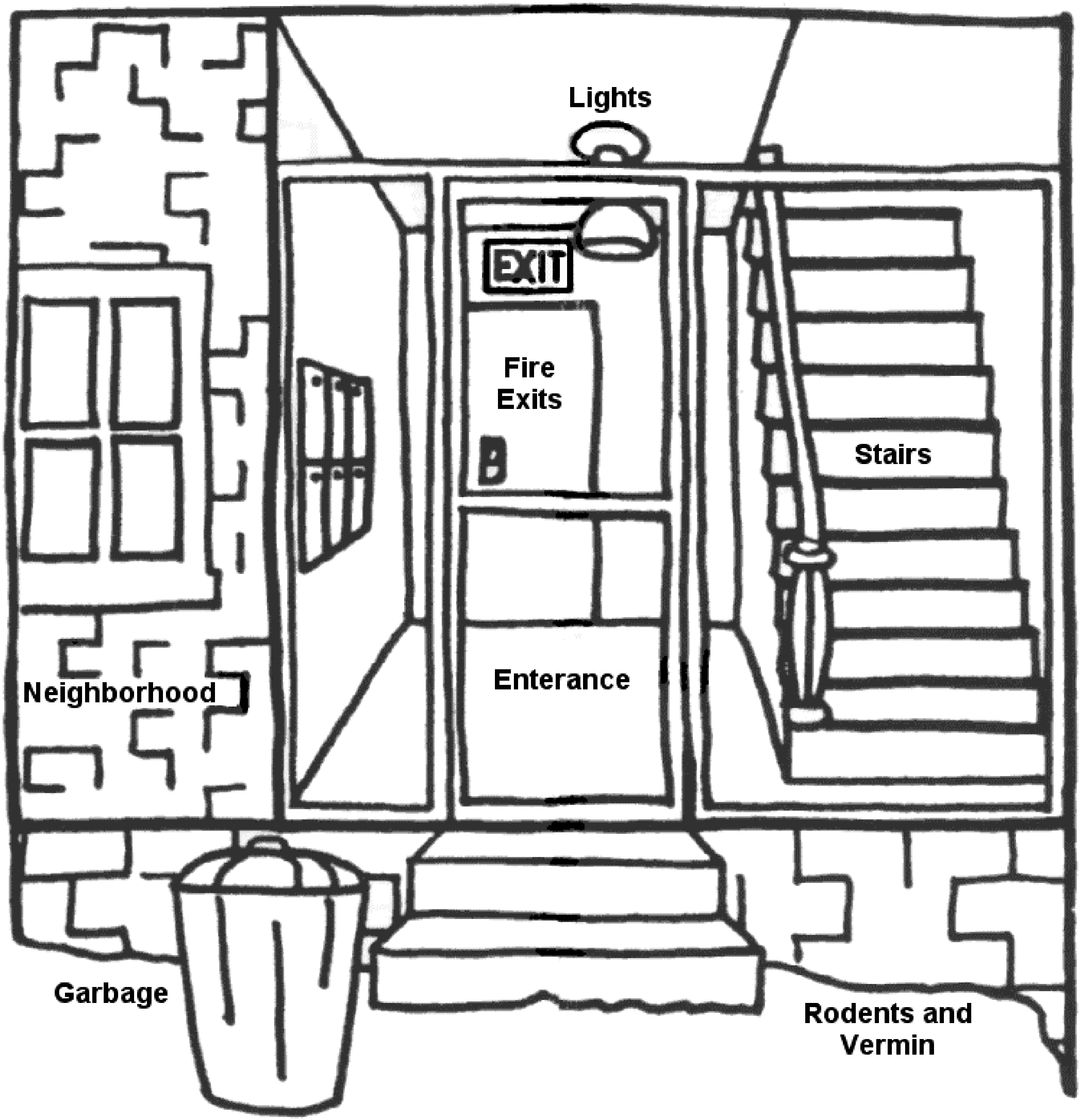
- The presence of screens and storm windows.

- Services in the neighborhood.
  --Are there stores nearby?
  --Are there schools nearby?
  --Are there hospitals nearby?
  --Is there transportation nearby?

- Are there job opportunities nearby?

- Will the cost of tenant-paid utilizes be affordable and is the unit energy-efficient?

- Be sure to read the lead-based paint brochure give to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.

- Additional things that you should think about for the special needs of your family.

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

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

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

Read this entire brochure to learn:

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

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

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

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

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

Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

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

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

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

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

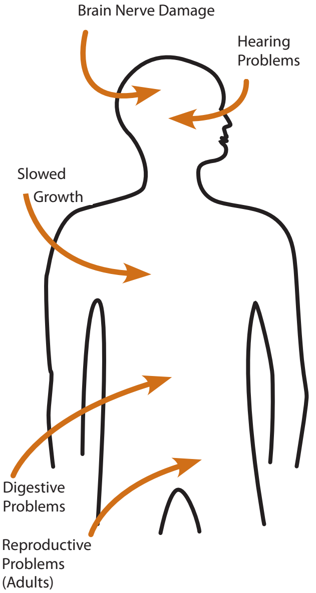
Lead is dangerous to a developing fetus.

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

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

Health Effects of Lead

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



In children, exposure to lead can cause:

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

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

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

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

Check Your Family for Lead

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

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

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

Blood lead tests are required for the following groups:

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

Blood lead tests are recommended for the following groups:

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

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

---

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory

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

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

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

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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

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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

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

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

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

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

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

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

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

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

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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

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

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

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

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

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

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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

EPA-747-K-26-001
January 2026

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

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

____

____

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

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

____

____

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

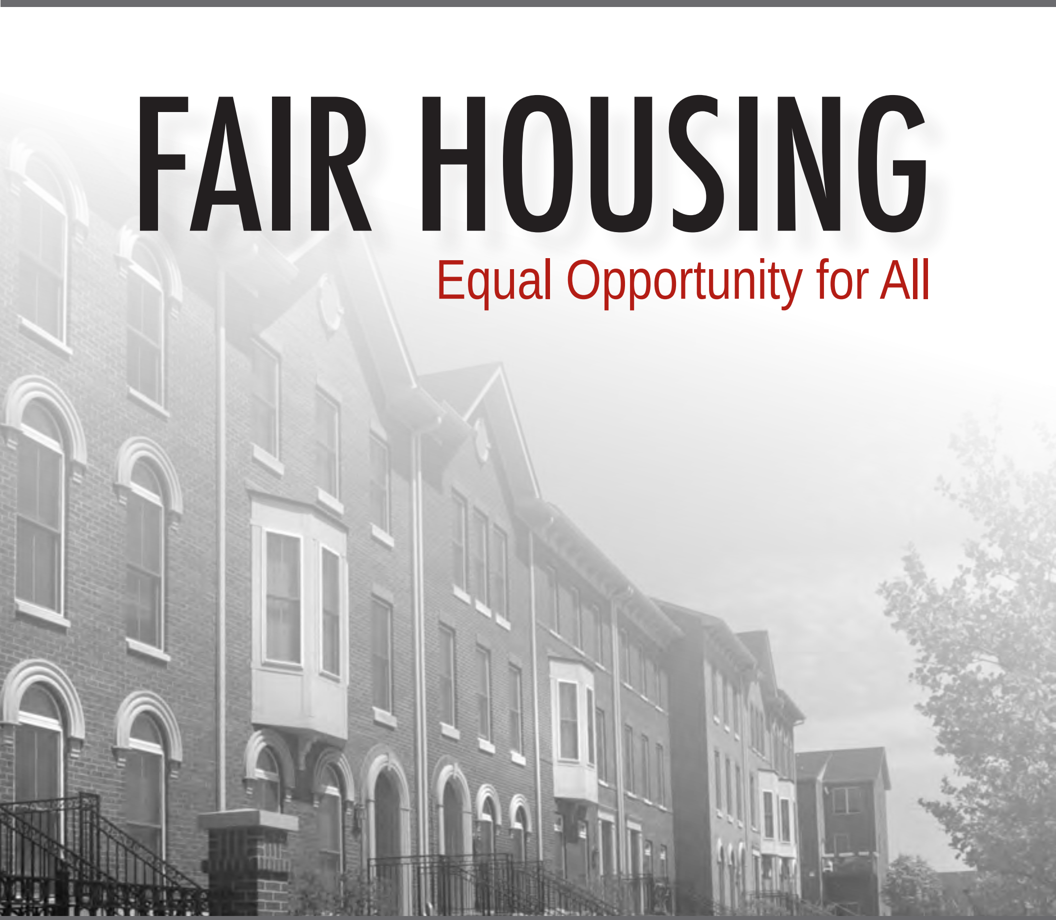
Certification of Accuracy

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

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

FAIR HOUSING

Equal Opportunity for All



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

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

EQUAL HOUSING OPPORTUNITY

Fair Housing – Equal Opportunity for All

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

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

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

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

Contents

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

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

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

What Housing is Covered?

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

What is Prohibited?

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

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

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

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

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

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

Additional Protection If You Have a Disability

If you or someone associated with you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If You Think your Rights Have Been Violated

What to Tell HUD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If You Are Disabled: HUD also provides:

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

What Happens When You File A Complaint?

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

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

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

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

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

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

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

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

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

What Happens After A Complaint Investigation?

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

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

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

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

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

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

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

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

In Addition

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

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

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

Other Tools to Combat Housing Discrimination:

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

For Further Information

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

CONNECT WITH HUD

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

02305

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

HUD-1686-1-FHEO
2011

Report Housing Discrimination

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

QUESTION 1

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

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

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

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

QUESTION 2

Who discriminated against you?

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

First name (or business name):

Last name:

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

Address:

Business name or job title:

Phone number 1: Phone number 2:

Email address:

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

Street address: Apt. or unit:

City: State: ZIP:

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

QUESTION 3

Where did the discrimination happen?

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

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

Street address: Apt or unit:

City: State: ZIP:

QUESTION 4

When did the discrimination happen?

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

Date(s) of discrimination:

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

QUESTION 5

What happened?

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

What happened?:

NOTE: Continued on next page

What happened? (continued):

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

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

Your name and contact information

First name: Last name:

Phone number: ☐ Cell phone?

Email address(es):

Preferred contact: ☐ Phone ☐ Email ☐ Other

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

Street address: Apt. or unit:

City: State: ZIP:

Your mailing address

Street Address: Apt. or unit:

City: State: Zip:

Second Point of Contact

First name: Last name:

Phone number: Email address:

Relationship to you (optional)

☐ Family member or friend

☐ Attorney

☐ Fair housing advocate or representative

☐ Other

FORM INSTRUCTIONS

Where to mail your claim form

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

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT

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

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands

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

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV

Mail:
FHEO Region 3
The Strawbridge Building
801 Market Street, 12th Floor
Philadelphia, PA 19107
Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN

Mail:
FHEO Region 4
Five Points Plaza
40 Marietta NW St., 16th Floor
Atlanta, GA 30303
Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI

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

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX

Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE

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

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY

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

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV

Mail:
FHEO Region 9
One Sansome St. Suite 1200
San Francisco, CA 94104
Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA

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

Paperwork Reduction Act Burden Statement

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

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

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

Affordable Housing.com

Property Owners

- Receive **guaranteed rental payment** from government-housing programs like Section 8
- Communicate instantly with thousands of prospective tenants through our safe and **secure dashboard.**
- Access real-time market rent data and know how much your property could rent for with our **FREE Market Rent Estimator Tool**
- Reduce your vacancy times with **"QuikMatch"** which instantly matches your properties to prospective renters
- **Free customer support** via phone, email and online chat, M-TH 9am-8pm, F 9am-6pm, EST

Get started at:

AffordableHousing.com

Questions?
Call toll free at (866)466-7328

Affordable Housing.com

Propietario de inmuebles

Reciba el pago garantizado del arrendamiento de programas gubernamentales de vivienda como la Sección 8 (Section 8).

Comuníquese al instante con miles de posibles inquilinos mediante nuestro **tablero seguro.**

Acceda a información sobre arrendamiento en el mercado en tiempo real y sepa por qué suma podría rentar su inmueble con nuestra **herramienta gratuita de estimación de arrendamiento** en el mercado.

Reduzca los tiempos de vacancia con **"QuikMatch"**, que hace que sus propiedades coincidan al instante con los mejores arrendatarios posibles.

Soporte al cliente gratuito por teléfono, correo electrónico y chat en línea, de lunes a jueves 9am-8pm, viernes 9am-6pm, hora del este.

Empiece su búsqueda en:

AffordableHousing.com

¿Alguna pregunta? Llame a la línea telefónica gratuita al (866)466-7328

NOTICE TO FAMILIES NEEDING ACCESSIBLE UNITS FOR THE DISABLED

If anyone in your household is disabled or handicapped and will require special needs in housing, you may request a current listing of accessible units known by Huntsville Housing Authority. The owner/landlord may be willing to make the unit accessible, if requested.

Some additional resources are as follows:

Apartment Finder (256) 337-7825
www.apartmentfinder.com

Apartment Guide (256) 551-1092
www.apartmentguide.com

Apartments.com (205) 305-7200
www.apartments.com

Zillow
www.zillow.com

Trulia
www.trulia.com

ForRent
www.forrent.com

Homes.com
www.homes.com

NOTICE TO SECTION 8 PARTICIPANTS PAYING MINIMUM RENT OF THE HUNTSVILLE HOUSING AUTHORITY'S MINIMUM RENT HARDSHIP EXEMPTION REQUEST GUIDELINES

Any Section 8 Participant Head of Household that is paying minimum rent, which is $50.00, may make a written request for a hardship exemption (Note: This hardship exemption only applies to participants that are paying a minimum rent and does not apply to any other participant household). The written request must be submitted to your Housing Specialist at the Housing Authority prior to the 28th day of the month for change to be effective for the first day of the following month. The written request must contain one of the following situations to be considered eligible for a hardship exemption, which includes:

1. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

2. The family would be evicted as a result of the imposition of the minimum rent. This exemption is only applicable for the initial imposition of a minimum rent or with respect to an increase the existing minimum rent.

3. The income of the family has decreased because of changed circumstance, including loss of employment.

4. A death in the family has occurred which affects the family circumstances.

5. If sections a through d as listed above do not apply to a family paying a minimum rent, the Head of Household can cite any other circumstance that they believe created a financial hardship and describe that circumstance in writing and request that a hardship exemption be granted because of other circumstances. The Housing Authority will consider an "other circumstances" request for hardship exemption as presented in writing by the Head of Household and make a decision to grant or deny the other circumstances request for a hardship exemption on a case by case basis.

All of the above must be proven by the Section 8 Participant by providing verifiable information in writing to the Housing Authority prior to the 28th day of the month for change to be effective for the first day of the following month.

If a Section 8 Participant requests a minimum rent hardship exemption for any period prior to his or her receipt of this notice, the written request must be made within 10 days after receipt of this notice and must contain verifiable information in writing, which demonstrates the nature of the hardship and the period during which it existed.

The family may use the Housing Authority's informal hearing procedure to appeal the Housing Authority's determination regarding a hardship exemption request.

Note: If you request a minimum rent hardship exemption and your request is approved, your new rent amount will be based on your total tenant payment (TTP) and interim change will be made. Calculating rent based on the TTP is required by federal regulation and is the method used to calculate rent for all Section 8 Participants that are not paying a minimum rent.

HUD Regulations Regarding Denial or Termination of Assistance

§982.552 HA Denial or termination of assistance for family.

(a) *Action or Inaction by family.* - (1) This section states the grounds on which an HA may deny assistance for an applicant or terminate assistance for a participant under the programs because of the family's action or failure to act. The provisions of this section do not affect denial or termination of assistance for grounds other than action or failure to act by the family.

(2) Denial of assistance for an applicant may include any or all of the following: denying listing on the HA waiting list, denying or withdrawing a certificate or voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

(3) Termination of assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

(4) This section does not limit or affect exercise of the HA rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

(b) *Grounds for denial or termination of assistance.* The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

(1) If the family violates any family obligations under the program (see §982.551).

(2) If any member of the family has ever been evicted from public housing.

(3) If an HA has ever terminated assistance under the certificate or voucher program for any member of the family.

(4) If any member of the family commits drug-related criminal activity (see §982.553).

(5) If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(6) If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

(7) If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

(8) If the family breaches an agreement with the HA to pay amounts owed to an HA, or amounts paid to an owner by an HA. (The HA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to an HA or amounts paid to an owner by an HA. The HA may prescribe the terms of the agreement.)

(9) If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

(10) If the family has engaged in or threatened abusive or violent behavior toward HA personnel.

(c) *HA discretion to consider circumstances.* -

(1) In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

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

(d) *Requirement to sign consent forms.* The HA must deny or terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.

(e) *Restriction on assistance to noncitizens.*

The family must submit required evidence of citizenship or eligible immigration status. See 24 CFR 812.9 for a statement of circumstances in which the HA must deny or terminate assistance because a family member does not establish citizenship or eligible informal hearing procedures. See 24 CFR 812.10 for provisions on assistance for mixed families (families whose members include those with eligible immigration status, and those without eligible immigration status) instead of denial or termination of assistance, and for provisions on deferral of termination of assistance.

(f) *Information for family.* The HA must give the family a written description of:

(1) Family obligations under the program.

(2) The grounds on which the HA may deny or terminate assistance because of family action of failure to act.

(3) The HA Informal hearing procedures.

§982.553 Crime by family members.

(a) At any time, the HA may deny assistance to an applicant, or terminate assistance to a participant family if any member of the family commits:

(1) Drug-related criminal activity; or

(2) Violent criminal activity.

(b) If the HA seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date that the HA provides notice to the family of the HA determination to deny or terminate assistance. The HA may not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

(1) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and

(2) Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The HA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

(c) *Evidence of criminal activity.* In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the HA my deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

INFORMAL HEARING PROCEDURES

In accordance with Federal Regulations *CFR§982.555*, the Family shall be given the opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the Family are in accordance with the law, HUD regulations and the Huntsville Housing Authority rules on the following cases:

(a) A determination of the amount of total tenant payment or tenant rent.
(b) A decision to deny or terminate assistance.
(c) A determination that a Family is residing in a unit with a larger number of bedrooms than appropriate under the PHA standards.

The PHA is not required to provide an opportunity for an informal hearing to review discretionary administrative determinations or general policy issues and class grievances.

The Head of the Household must request orally or in writing for an informal hearing ten (10) days from the date of the letter. You will be notified, in writing, of the date, time, and location of the hearing. The PHA and participant will be given the opportunity to present evidence and may question any witness. A lawyer or other representative may represent the participant, at his or her own expense.

A copy of the hearing decision shall be furnished promptly to the participant.

HUNTSVILLE HOUSING AUTHORITY
Growing Communities One Family At A Time
For More Than 70 Years

FRAUD NOTICE TO ALL SECTION 8 PARTICIPANTS

The Department of Housing and Urban Development (HUD) is seriously concerned about fraud in the Housing Choice Voucher Program (Section 8). The Huntsville Housing Authority is on the **Enterprise Income Verification System** that allows us to find out all family income from employment, wages, and unemployment, SS/SSI, and other income such as child support.

DO YOU REALIZE…if you commit fraud or do not report all family income or any change in income **within 10 days** you could be:

- Required to repay all overpaid rental assistance you received.
- Evicted from your rental unit.
- Terminated from the Section 8 program.
- Prohibited from receiving future assistance
- Subject to Federal, State, and local government penalties.

SO BE CAREFUL!

When you fill out your application, income change forms, or yearly recertification be sure your answers are accurate and honest. **You must include all sources of income for all family members such as:**

- Wages, welfare payments, social security, veteran benefits pensions and retirement.
- Any money you received on behalf of children, such as child support, AFDC/TANF, social security, etc.
- Any increase in income, such as wages from a new job, an expected pay raise, or a bonus and or tips.
- All assets, such as bank accounts, saving bonds, stocks, real estate, etc that are owned by you or any member of your family.
- All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

DO YOU KNOW……

You are committing fraud if you sign a form knowing that you provided false or misleading information. The Huntsville Housing Authority will check the information you provide. Certifying false information is fraud.

Making side payments is fraud and is punishable under Federal law. Side payments include, but are not limited to, rent payments in addition to the agreed upon contract rent amount, or additional charges for utilities that are included in the rent. If it is discovered or suspected that a side payment is being made, the matter will be reported to the Office of Inspector General (OIG) for investigation and possible prosecution under Federal law pursuant to HUD regulations.

________________________________ ________________
Signature Date

Family Self-Sufficiency Program

HUNTSVILLE HOUSING AUTHORITY

Growing Communities One Family At A Time For More Than 70 Years

Dear Public Housing or Section 8 Resident:

If you dream of improving your life and that of your family and are willing to take advantage of an opportunity for lasting change, the Huntsville Housing Authority (HHA) is pleased to announce this good news for you and your family!

The **Family Self-Sufficiency Program** (FSS) was created to help you overcome the obstacles that prevent you from realizing your dreams. When you choose to participate in the FSS Program, we will help you develop goals for your life! You will be assisted in locating and utilizing agencies, programs, and resources that can help you with

- Education
- Job Placement
- Personal Counseling
- Job Training
- Home Ownership Counseling
- And more!!

$$$$$$$$$$$$$

*In some cases, HHA will set aside money in a special savings account for individuals who successfully complete the **FSS** program*

It is easy to apply for the FSS program, just fill out the information below and return to your Property Manager or FSS coordinator. Your enrollment is voluntary, and admission is based on your desire for self-improvement, the availability of training and services, and availability of FSS slots in your area.

Admission, if you qualify, is on a first come, first served basis. You must not however, have previously completed or been terminated due to noncompliance from the Family Self-Sufficiency Program through a Public Housing Authority or other Section 8 office.

Tenant Name: ____________________________ Date of Birth: ______________________

Telephone Number: (___) ________________ 2nd Contact Number: (____) ________________

Address: _________________________________ Apt No: _____

City ________________________________ State ___________ Zip Code: ________________

Email address: ____

Circle the best answer:

Are you currently employed? Yes or No

Do you live in public housing? Yes or No

Do you live in Section 8 housing? Yes or No

Are you the Head of Household? Yes or No

____ __________________

Resident Signature Date

____ __________________

HHA Staff Signature (Referral Source) Date

Alabama Appleseed ◆ Arise Citizens' Policy Project ◆
Legal Services Alabama

To order additional copies of this handbook, or the brochure version, titled "A Decent Place to Live," contact ACPP at (800) 832-9060 or Brenda@alarise.org.

Alabama Appleseed

Alabama Appleseed Center for Law and Justice, Inc., is a nonprofit, non-partisan legal advocacy organization. Its mission is to identify root causes of injustice and inequality in Alabama and to develop and advocate for solutions that will improve the lives of all Alabamians.

Arise Citizens' Policy Project

Arise Citizens' Policy Project (ACPP) is a nonprofit statewide citizens' organization comprising 150 congregations and community groups dedicated to improving the lives of low-income Alabamians. ACPP analyzes the impact of current and proposed state policies and educates its members on poverty issues.

Legal Services Alabama

Legal Services Alabama is a statewide nonprofit organization dedicated to providing access to justice and quality civil legal assistance to educate and empower Alabama's low-income community.

The Alabama Tenants' Handbook

Arise Citizens' Policy Project
P.O. Box 1188
207 Montgomery St., Suite 900
Montgomery, AL 36104
(800) 832-9060
www.arisecitizens.org

About this handbook

Following passage of the Alabama Landlord-Tenant Law in 2006, a coalition of housing advocates developed *The Alabama Tenants' Handbook* to help renters understand and exercise their rights and responsibilities under the new law.

Editorial team

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Special thanks

The Community Foundation of Greater Birmingham supported ACPP's editorial work on this project. The Southern Poverty Law Center sponsored the printing. The Alabama Power Foundation supported production and distribution of the Spanish-language version.

Portions of this handbook were adapted from materials developed by the Legal Aid Society of Middle Tennessee and the Cumberlands.

Contents

Introduction

A decent place to live

More than 500,000 Alabama households live in rental housing. For a long time, there was no state law protecting the rights of renters. As of January 1, 2007, it's a different story. We now have the Alabama Landlord-Tenant Law to help make sure every rental house and apartment is a decent place to live.

The law covers most major aspects of an oral or written lease for a place that you rent to live in. It does not apply to a place where you run a business. The law spells out what makes a dwelling livable and lists the basic rights and duties of both tenants and landlords.

This handbook tells you what's in the landlord-tenant law, along with some basic information for renters. There are sections on what you need to do before you move into a place, while you live there, when you move out, and when you need legal help on a tenant issue. If you have specific questions about your rights as a tenant, you should contact a lawyer – the handbook is not a substitute for legal advice. You'll find contact information for free legal services on Page 18. A glossary in the back defines technical terms you may find useful as a tenant.

Before you move in . . .

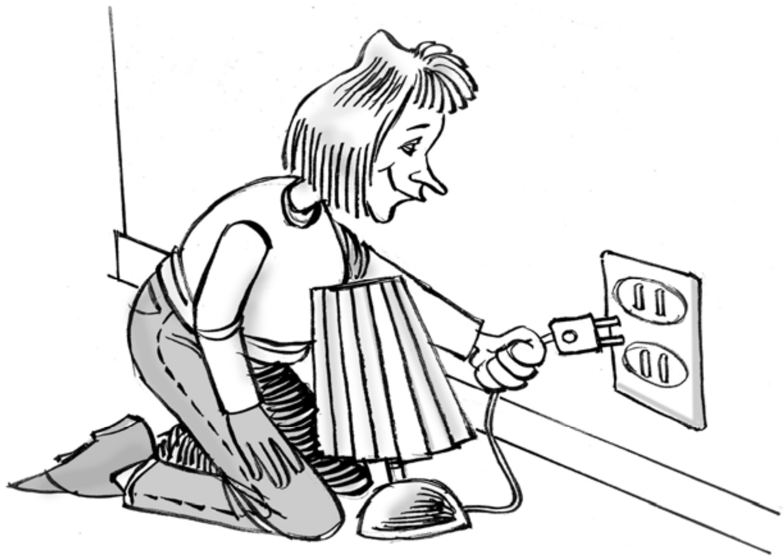
Check the place out

Always look at a place before you sign a lease or move in. Make sure it is in good shape, safe and livable.

What should I look for?

The law requires that a rental apartment or house be livable. To make sure a place meets the requirements of the law:

- ► Run water and see if it drains quickly.
- ► See that the toilet flushes properly.
- ► Make sure there are no loose wires or missing outlets.
- ► Walk around to find out if the floor is sturdy or if it "gives" in places.
- ► Check the floors, walls and ceiling for any holes.
- ► See that the windows and doors are sealed properly.
- ► Look for water stains and other signs of leaks.
- ► See that the heater and air conditioner work.
- ► If the place comes with a refrigerator or stove, make sure these things work.
- ► Look over the grounds and other common areas, such as halls or laundry rooms, to make sure they're clean and safe.



What if I find problems?

Think about renting somewhere else. A landlord who tries to rent a place before fixing it may not be a good landlord. If you do want to live there, take these steps to address the problems:

- Make a list of the problems you see.
- Ask the landlord to agree to fix all those problems.
- Write down that she agrees not to charge you for these repairs.
- Write down when she agrees to finish the repairs.
- Have your landlord sign the paper.
- Keep the paper with your important documents.

Check the lease

Your rights under the Alabama Landlord-Tenant Law apply whether or not you have a written lease. If you do have a written lease, make sure you review it before signing.

What should I look for in the lease?

- Check the amount of rent and late charges.
- Check the amount of your *security deposit*. The law limits most security deposits to no more than one month's rent.
- Check the date you can move in.
- Check the *term* of your lease – how long the lease will last.
- Check to see who has to pay for what kind of repairs. *(See also page 9.)*
- Read as much as you can of the "fine print." After covering the main points, many people don't take the time to read the whole lease. But the more you read, the more you'll know about what you're agreeing to do by signing the lease.

Watch out for wording that asks you to give up your tenant rights. The landlord can't make you:

- Relieve the landlord of his obligation to provide a livable dwelling.
- Limit the amount of the landlord's *liability* in case he violates the lease.
- Pay the landlord's attorney fees or the cost of collecting rent.

What if the landlord makes a promise that's not in the lease?

- Do not sign a lease that's different from what you agreed on.
- See if the landlord will agree to changes in the written lease.
- If so, you and the landlord should both sign the changes.

What if I have to pay money when I sign the lease?

- Be sure you know what any money you pay is for.
- If some is for a security deposit, get a receipt that says so. If some is for the first month's rent, get a receipt that says so.
- Keep a signed copy of the lease and all receipts with your important papers.

While you live there . . .

You have the right to a livable dwelling.

The law says the landlord has to do certain things to keep your place livable:

- Meet all building and housing codes that affect health and safety.
- Maintain all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems in good working order.
- Supply running cold and hot water.
- Provide a source of heat in the winter. If you pay for heat directly, however, your landlord doesn't have to pay your bill.
- Provide and maintain garbage containers.
- Keep common areas clean and safe.
- Let you have peaceful enjoyment of your place.
- Make repairs to keep your place safe and livable.

The law allows the landlord to have rules and regulations.

- The rules have to apply to all tenants.
- The rules have to promote the convenience, safety or welfare of the tenants or protect the property from abuse.
- The landlord has to inform you of the rules before you sign the lease.
- During your lease term, the landlord can't enforce a new rule that affects your use of your own place without your written consent.

In addition, the law says the landlord can't:

- Raise the rent or make other changes during the term of your lease.
- Engage in *retaliatory conduct*. This means the landlord can't threaten to evict you, decrease your services, or raise your rent because you complain to him or to a government agency about a problem affecting health or safety, or because you form or join a tenants' union.

You have the responsibility to be a good tenant.

The law also spells out things you have to do:

- Pay your rent on time. If you owe a late fee, pay it with your rent. If you pay in cash or by cashier's check, it's a good idea to get a receipt signed by the landlord. Save money order receipts and cancelled checks.
- Keep the place clean and in good shape.
- Use all electrical, plumbing, heating, ventilating and air conditioning systems in a reasonable manner.
- Dispose of your garbage and rubbish the right way.
- Do your part to keep the common areas clean and safe.
- Let the landlord come into your place (usually with 2 days' written notice) to inspect the condition or make repairs.
- Follow the landlord's rules for use of the property.
- Tell your landlord if you're going to be away for two weeks or longer.

The law includes some "don'ts" for the tenant:

- Don't disturb your neighbors.
- Don't trash the place.
- Don't let your guests trash the place.

Most leases warn tenants not to break the law or let their friends break the law on the property.

What to do when something needs fixing

Routine repairs

Buildings need regular maintenance in order to stay livable. As a tenant, you are responsible for keeping your place clean and not abusing it. Any building that people live in will show signs of everyday use – like worn carpet or peeling paint. This is called "normal wear and tear," and the tenant is not responsible for fixing it. The landlord can enter your place with 2 days' written notice in order to do upkeep and repairs. In an emergency, she can enter without notice.

When something needs routine repair (not affecting health or safety):

- Write a letter about the problem to your landlord. Include the date, and keep a copy in a safe place.
- If you live in an apartment, you and the landlord can agree in writing that you will make certain repairs at your own expense. <u>The law doesn't allow you to make repairs and deduct the cost from your rent.</u>

Hazards and serious damage

If there's an unsafe condition (like bad wiring or a sewage leak) that you didn't cause:

- First, contact the landlord and ask her to fix the problem. If the landlord doesn't respond, tell her by letter that you will terminate the lease if she doesn't make the repairs within 14 days of receiving notice. Take pictures of the damage for your records.
- If the landlord doesn't make the repairs within that time, call a lawyer. You may be able to break the lease and get back your security deposit and prepaid rent.
- If the landlord fails to fix a health hazard like rats or sewage, call the Health Department.
- If the landlord fails to fix a safety hazard like bad wiring or plumbing, call the housing inspector.
- It's against the law for the landlord to threaten to evict you or raise your rent for asking to have these problems fixed or for reporting them to authorities.

If you or your guest damage the place:

- The landlord can ask you to fix an emergency situation right away.
- If the damage you caused is not an emergency, the landlord can give you written notice to fix the problem within 7 days.
- If you don't fix the problem by that time, the landlord can enter your place, fix the problem and bill you for the cost of the repair. You could also face eviction.

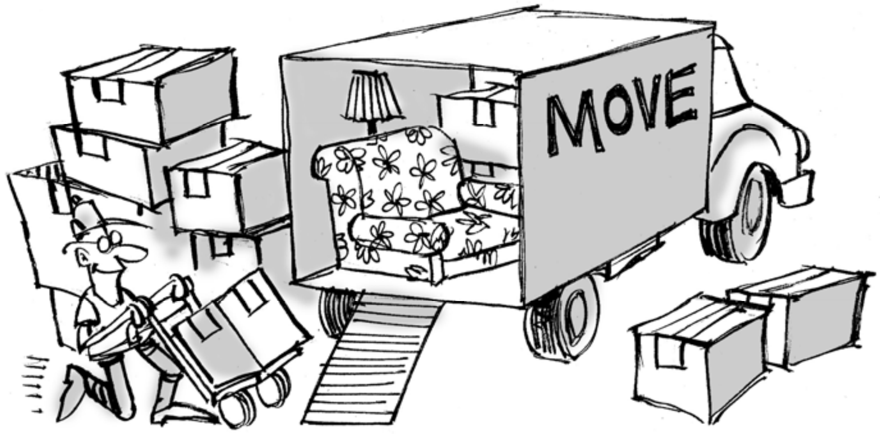
In case of a fire or natural disaster:

- If a fire or other event not caused by you damages your place but you can still live there, the landlord has to lower your rent in proportion to the amount of damage. Talk to your landlord and come to an agreement on the reduced rent.
- If a disaster that's not your fault destroys your place or makes it unlivable, you can move out. Within 14 days, tell the landlord in writing that you are terminating (ending) the lease and want your security deposit refunded. The landlord will have to refund your full security deposit, and you won't have to pay any more rent on the place.
- If you cause a fire that damages or destroys your place, the landlord can hold you responsible for the cost of the damage.

What the law says about moving

If you're moving at the end of your lease:

- Read what the lease says about the *termination* or end of the lease. The lease may say how far ahead you have to tell the landlord that you are not renewing (usually one month). It may say you have to tell him in writing.
- Ask the landlord about your *security deposit* and leave a forwarding address. He has 35 days after the end of the lease to refund the deposit to you. <u>You forfeit (or give up) your security deposit if you don't cash the check within 180 days.</u>
- The landlord will inspect your place, so clean it before you leave. You don't want a dirty stove or junky porch to allow the landlord to keep your security deposit.
- If you damaged something in the place, the landlord can fix it and subtract the cost from your security deposit. If so, he has to give you a written list of the damages and the costs of repairs and state the full amount being taken out of your security deposit. He has to send you this list, along with the rest of the deposit, within 35 days of the end of the lease.
- If the landlord doesn't refund the security deposit or give you a list of the repairs and deductions within the 35 days, he will owe you double the amount of the original security deposit. If he then refuses to pay you double the amount of the security deposit, you can sue him for it in court. <u>Talk to a lawyer first.</u>



If you move out before the lease is up:

- If you break the lease by moving out early, you may owe extra rent – up to the total number of months left on your lease.

- If you want to end your lease because the landlord failed to repair an unsafe condition within 14 days or because a fire or other disaster destroyed your place, talk to a lawyer.

What the law says about eviction

When can my landlord make me leave?

- Only the court can make you leave.
- The landlord can't change the locks to make you leave;
- Can't shut off your lights or other utilities;
- Can't put your things out on the street if you've been there in the past two weeks (only a sheriff can do that).
- If the landlord wants you to leave, she has to send you an eviction notice.

When can the landlord seek to evict me?

- When your lease is over.
- When you break the lease by failing to pay rent, damaging the property, leaving garbage piled up, or repeatedly breaking the landlord's rules and regulations.
- When you've been gone for two weeks or longer without notice. If the landlord thinks you've abandoned the place, she can mail you a termination notice or leave one at your place. Two weeks after the notice, she can move your furniture and all other property out of the place and dispose of it.

What does the landlord have to do to start the eviction process?

- If your landlord wants to evict you, she first has to notify you in writing and give the reason. You have a time limit to fix the problem – 7 days for failure to pay rent, 14 days for most other reasons.
- If you fix the problem within that time, the landlord should stop trying to evict you. If you paid the rent due, keep the cancelled check. If you made repairs, get the landlord to sign a paper saying they're okay.
- If you don't fix the problem within that time, the landlord can file eviction papers in court.
- You will receive the written eviction notice, usually from a sheriff's deputy. If this happens, <u>contact a lawyer right away.</u>
- You have only 7 days from the time you received the written eviction notice for your lawyer to file a <u>written answer</u> to it in court. If you don't have a lawyer, go to the clerk's office of the court that issued the eviction notice and ask to file a handwritten answer.

What if the court rules against me?

- You have the right to appeal.
- If a district court rules against you, you have the right to request a jury trial in circuit court.
- In order to stay in your home while waiting for a trial, you have to pay rent to the court.

What the law says about monetary damages

If you think your landlord is breaking your lease or violating the landlord-tenant law:

- Contact a lawyer. To recover *monetary damages* or get an *injunction* to stop the landlord from continuing to violate the law, you will have to file a legal action against him; or
- If the landlord has filed an eviction against you, you can raise these matters in the eviction proceedings.
- In any legal action, if you win, you may receive money called attorney fees, to offset what you may have to pay for your lawyer.

Your landlord also has rights and protections in case you break your lease or violate your legal obligations as a tenant:

- If you don't fix a violation (like piled-up garbage or a window your child broke), your landlord can sue you for damages or get an injunction against you.
- Contact a lawyer right away if you receive notice that this is happening.
- If the landlord wins in court, you may have to pay monetary damages, as well as the landlord's attorney fees, in addition to your own.

What federal law says about fair housing

In addition to your lease and the Alabama Landlord-Tenant Law, you have rights and protections under the federal Fair Housing Act.

Your landlord cannot treat you differently from other tenants because of:

- Your race or skin color
- Your birth country
- Your sex
- Your religion
- Your children
- Your disability

The federal law says that the landlord has to make "reasonable accommodations" for people with disabilities such as:

- Need for a wheelchair
- Not seeing or hearing well
- Mental retardation
- Mental illness
- AIDS or HIV
- Other problems that limit basic activities

If you have a disability, your landlord:

- May have to let you make changes to your place at your own expense, such as adding a wheelchair ramp.
- May have to bend the rules a bit. For example, you can have a "Seeing Eye dog" even if your landlord has a "no pets" rule.

If your landlord is violating your fair housing rights, turn to the next page for information about legal help.

Where to get legal help

If you have low income and need legal assistance to deal with an eviction notice or other housing issue, call Legal Services Alabama in the following cities:

Anniston
(256) 237-3615
Toll-free (800) 884-0595

Birmingham
(205) 328-3540

Dothan
(334) 793-7932
Toll-free (800) 701-0926

Florence
(256) 767-2020
Toll-free (800) 467-3150

Huntsville
(256) 536-9645
Toll-free (888) 741-7129

Mobile
(251) 433-6560
Toll-free (800) 403-4872

Montgomery
(334) 832-4570
Toll-free (800) 844-5342

Opelika
(334) 826-6828
Toll-free (800) 331-5826

Selma
(334) 872-1355
Toll-free (800) 644-6028

Tuscaloosa
(205) 758-7503
Toll-free (888) 440-3256

If your landlord is discriminating against you because of your race, religion, disability or other factor, contact:

Central Ala. Fair Housing
(334) 263-HOME (4663)

Fair Housing Center of N. Ala.
(205) 324-0111

Mobile Fair Housing Center
(251) 479-1532

For names of lawyers in your area who are experienced in housing issues, contact:

Alabama Bar Association
Lawyer Referral Service
(334) 269-1515

Glossary

abandonment – leaving a place of residence and giving up rights to it without intending to return.

Alabama Landlord-Tenant Law – 2006 statute, effective Jan. 1, 2007, that defines a livable dwelling and outlines basic rights and duties of tenants and landlords in the state.

breach of contract – a violation of the terms of a legal agreement.

eviction – lawful removal of a tenant, usually after violation of a lease.

exculpatory clause – in a lease, wording that protects the landlord from liability for a breach of contract.

habitability – the extent to which a dwelling is fit to be occupied.

injunction – action by a court to stop an unlawful activity.

landlord (or *lessor*) – a person who rents property to another.

lease – a contract granting use of a property for a specified time period.

liability – an obligation to pay money to another party.

monetary damages – cash payment ordered by a court in compensation for a breach of contract.

rent – payment made for the temporary use of property.

Glossary *(continued)*

retaliatory action – something done as punishment in return for another action.

security deposit – an amount paid up front by a tenant to a landlord to be given up, if necessary, to pay for damages.

tenant (or *lessee*) – a person who pays rent to use a property.

termination – the act of ending an agreement.

utilities – services, such as gas, electricity, water and sewer, that are required in any dwelling and usually billed separately.

waiver clause – in a lease, wording by which one party gives up certain rights.

STEP-BY-STEP INSTRUCTIONS IN LEASING A UNIT

STEP 1 Locate a rental unit you wish to lease and that the owner/agent will participate in the Housing Choice Voucher Program.

STEP 2 Have the owner/agent complete and sign the Request for Tenancy Approval form located in your briefing packet. Complete **your** information on the form and sign.

STEP 3 Return completed Request for Tenancy Approval form to the Section 8 Office.

STEP 4 A Housing Quality Standards (HQS) inspection will be scheduled with the owner/agent, if rent is affordable.

NOTE: ***Do not pay a deposit or move into the unit until it has passed the HQS inspection performed by Huntsville Housing Authority.***

STEP 5 If unit fails the HQS inspection, the owner/agent must correct all violations and call the Section 8 Office to schedule a re-inspection of the unit.

STEP 6 After the unit passes inspection you must have the utilities transferred or turned on in your name and provide the HCV Office with a verification slip from Huntsville Utilities along with a copy of your lease agreement.

NOTE: ***The Housing Assistance Payments Contract cannot be completed until the utility verification and a copy of your lease have been provided to the Section 8 Office. The effective date of rental assistance is based upon the unit passing inspection and the utility set date, whichever is later.***

If you have any questions, please call your Housing Choice Voucher Specialist listed below:

Housing Choice Voucher Specialists	***Telephone No.***	***Email Address***
Jacqueline Thomas	256-532-5682	jthomas@hsvha.org
Kimberly Lee	256-532-5689	klee@hsvha.org
Susan Peek	256-532-5646	speek@hsvha.org
Natalie Pruitt	256-384-8774	npruitt@hsvha.org

FSS Coordinators	***Telephone No.***	***Email Address***
Tamika Knighten	256-532-5636	tknighten@hsvha.org
Clinton Norwood	256-532-5672	cnorwood@hsvha.org

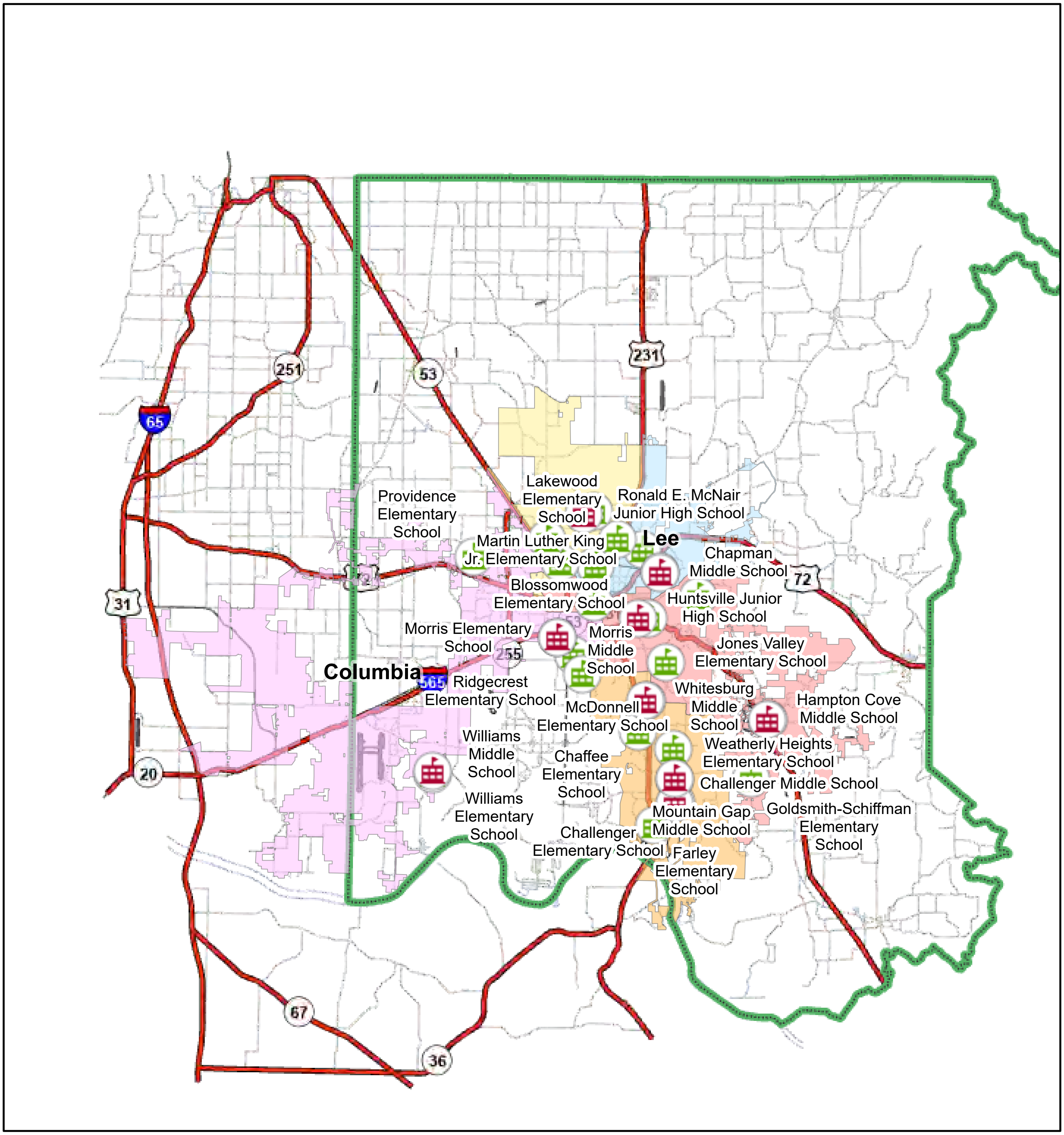
Special Programs	***Telephone No.***	***Email Address***
Lakenya Latham (EHV, PBV, Mainstream)	256-532-5641	llatham@hsvha.org
Marquette Walker (HUD-VASH)	256-532-5639	mwalker@hsvha.org
Portability	256-532-5639	portability@hsvha.org

Housing Quality Standards (HQS) Inspector	***Telephone No.***	***Email Address***
Ashley Crawford	256-532-5680	acrawford@hsvha.org
Rent Increase Request		rentincrease@hsvha.org
Self Certifications (Failed Inspections)		selfcert@hsvha.org

Section 8 Fax # 256-539-5982

Revised 9/30/2025

My Schools Map for Madison County, AL



5/2/2024

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Middle Schools
Elementary Schools
High School Zones
Columbia High
Grissom High
Huntsville High
Jemison High
Lee High
Madison County Boundary
Highways
Airports
Major Roads
Minor Roads
Tennessee River
White Canvas

City of Huntsville, Alabama

City of Huntsville GIS

Please note that new Connecticut county level geographies are not availabe within the map.

United States Census Bureau

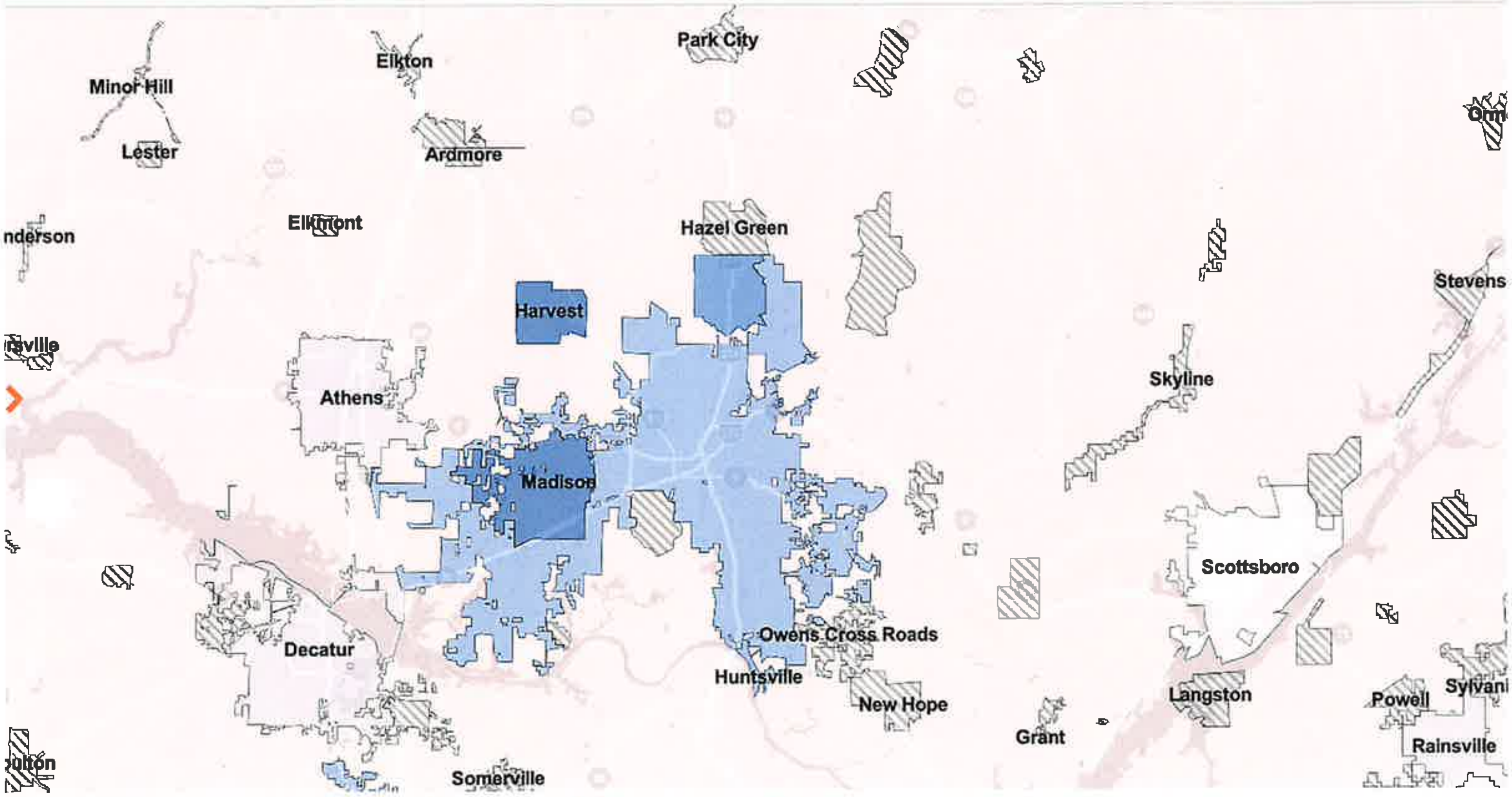
QuickFacts

Madison County, Alabama

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more.***

Map

Median household income (in 2021 dollars), 2017-2021



$10,939 - $48,323 | $48,323 - $60,813 | $60,820 - $76,918 | $76,965 - $101,258 | $101,285 - $250,000 | X | -

Populations below 5,000 are not in QuickFacts and therefore Not Selectable

Selectable | Not Selectable

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable.] Click the Quick Info ❶ icon to the left of each row in le ut sampling error.

In ...ge 2022, as a result of the formal request from the state, Connecticut transitioned from eight counties to nine planning regions. For more details, please see the Vintage 2022 release notes available here: Release Notes.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2021 5-year ACS Comparison Guidance page.

Fact Notes

- **(a)** Includes persons reporting only one race
- **(c)** Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- **(b)** Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- **-** Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open en
- **F** Fewer than 25 firms
- **D** Suppressed to avoid disclosure of confidential information
- **N** Data for this geographic area cannot be displayed because the number of sample cases is too small.
- **FN** Footnote on this item in place of data
- **X** Not applicable
- **S** Suppressed; does not meet publication standards
- **NA** Not available
- **Z** Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, St Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

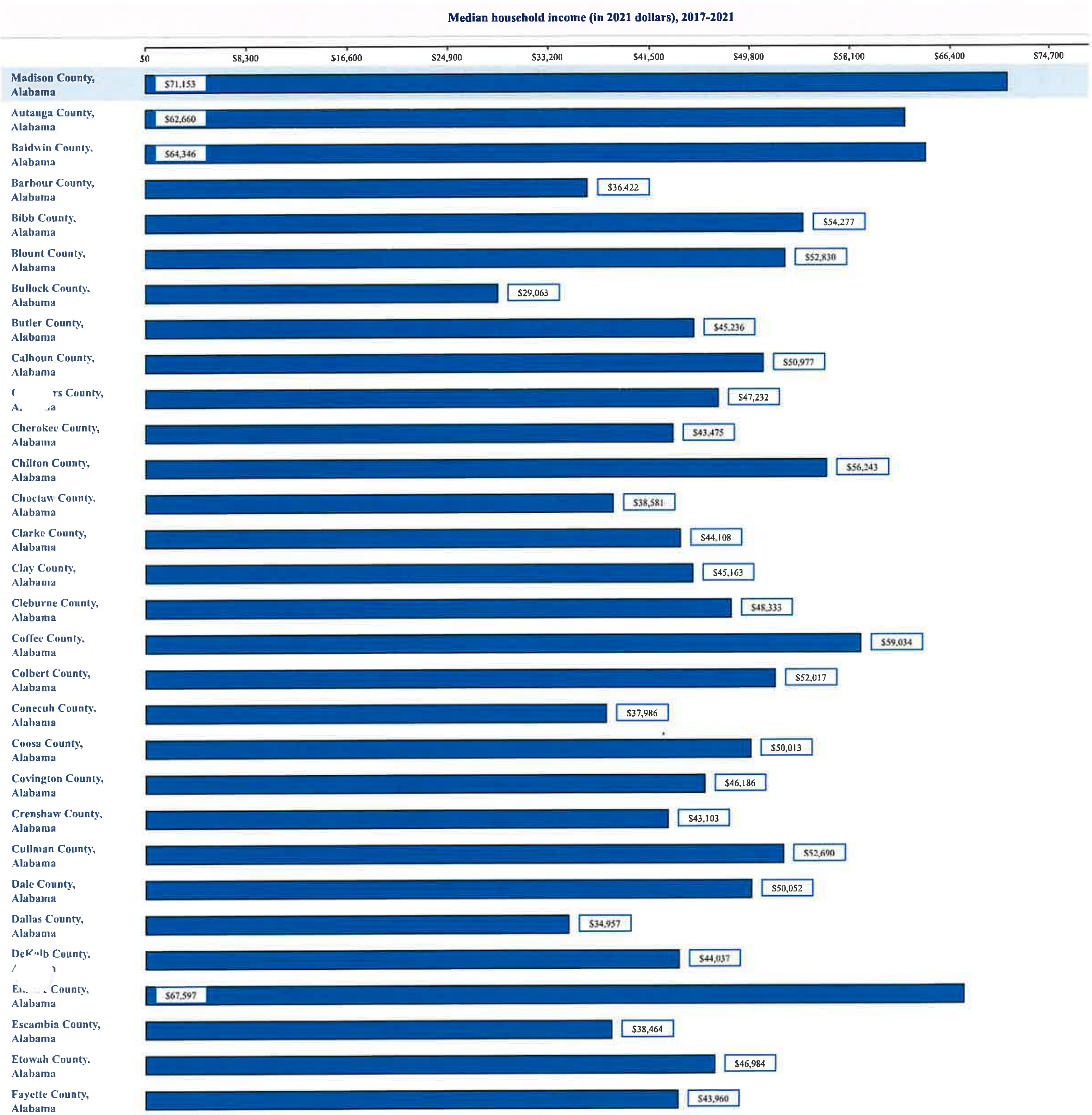
Please note that new Connecticut county level geographies are not availabe within the map.

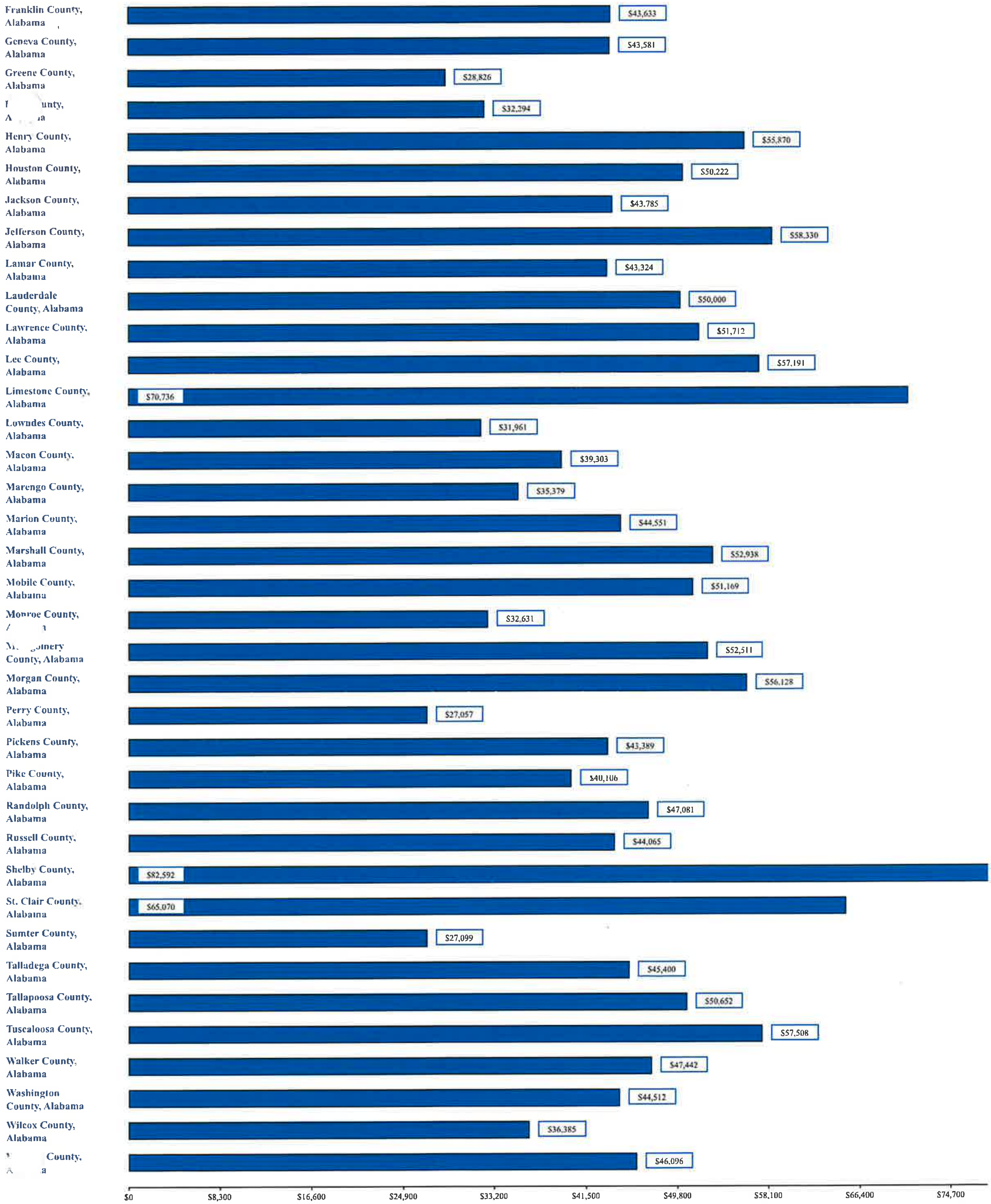
QuickFacts

Madison County, Alabama

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more.***

Chart




Franklin County, Alabama
$43,633
Geneva County, Alabama
$43,581
Greene County, Alabama
$28,826
$32,294
Henry County, Alabama
$55,870
Houston County, Alabama
$50,222
Jackson County, Alabama
$43,785
Jefferson County, Alabama
$58,330
Lamar County, Alabama
$43,324
Lauderdale County, Alabama
$50,000
Lawrence County, Alabama
$51,712
Lee County, Alabama
$57,191
Limestone County, Alabama
$70,736
Lowndes County, Alabama
$31,961
Macon County, Alabama
$39,303
Marengo County, Alabama
$35,379
Marion County, Alabama
$44,551
Marshall County, Alabama
$52,938
Mobile County, Alabama
$51,169
Monroe County,
$32,631
County, Alabama
$52,511
Morgan County, Alabama
$56,128
Perry County, Alabama
$27,057
Pickens County, Alabama
$43,389
Pike County, Alabama
$40,106
Randolph County, Alabama
$47,081
Russell County, Alabama
$44,065
Shelby County, Alabama
$82,592
St. Clair County, Alabama
$65,070
Sumter County, Alabama
$27,099
Talladega County, Alabama
$45,400
Tallapoosa County, Alabama
$50,652
Tuscaloosa County, Alabama
$57,508
Walker County, Alabama
$47,442
Washington County, Alabama
$44,512
Wilcox County, Alabama
$36,385
County,
$46,096
$0
$8,300
$16,600
$24,900
$33,200
$41,500
$49,800
$58,100
$66,400
$74,700

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable.] Click the Quick Info ❶ icon to the left of each row in le ut sampling error.

In . ..ge 2022, as a result of the formal request from the state, Connecticut transitioned from eight counties to nine planning regions. For more details, please see the Vintage 2022 release notes available here: Release Notes.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2021 5-year ACS Comparison Guidance page.

Fact Notes

- **(a)** Includes persons reporting only one race
- **(c)** Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- **(b)** Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- **-** Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open enc
- **F** Fewer than 25 firms
- **D** Suppressed to avoid disclosure of confidential information
- **N** Data for this geographic area cannot be displayed because the number of sample cases is too small.
- **FN** Footnote on this item in place of data
- **X** Not applicable
- **S** Suppressed; does not meet publication standards
- **NA** Not available
- **Z** Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, St Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

ISSUED AND BRIEFED STATEMENT

I, ___________________________________, have attended the briefing on the Housing Choice Voucher Program presented by Huntsville Housing Authority.

A description of how the program works; family and owner responsibilities; and information on policies, and HUD rules/regulations were explained and provided to me in my information packet. An opportunity to ask questions was provided in order to ensure clarification of the material presented.

___________________________________	______________________________
Signature	Date
___________________________________	______________________________
Housing Authority Representative	Date

Enclosures in Briefing Information Packet:

Item #1	Housing Choice Voucher Form HUD-52646
Item #2	Huntsville Housing Authority's Policy on Extensions
Item #3	How the PHA Determines the HAP for a Family
Item #4	Huntsville Housing Authority's Payment Standard
Item #5	Utility Allowance Schedule & Worksheet
Item #6	What the Family Should Consider in Deciding Whether to Lease a Unit
Item #7	Family Portability Information
Item #7a	Family Portability Flyer
Item #8	Tenancy Addendum form HUD-52641-A
Item #9	Request for Tenancy Approval form HUD-52517
Item #10	Huntsville Housing Authority's Policy on Providing Information to Prospective Owners/Landlords
Item #11	VAWA – HUD 5382
Item #12	A GOOD PLACE TO LIVE! Form HUD-593-PIH Brochure
Item #13	PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME EPA747-K-94-001 Brochure
Item #13b	Disclosure of Information on Lead-Based Paint Form
Item #14	FAIR HOUSING It's Your Right HUD-1260-FHEO Brochure with Form HUD-903
Item #14a	Report Housing Discrimination
Item #15	Affordable Housing Unit locater
Item #16	Notice to Families Needing Accessible Units for the Disabled
Item #17	Minimum Rent Hardship Exemption Guidelines
Item #18	HUD Regulations Regarding Termination
Item #19	Informal Hearing Procedures
Item #20	Fraud Notice to all Section 8 Participants
Item #22	FSS Referral
Item #23	Alabama Tenants Handbook
Item #24	Step-by-Step Instructions
Item #25	Madison County Map of Schools
Item #26	Median Household Income Map
Item #27	Issued and Briefed Statement