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**Amherst Housing Authority is the Managing Agent for the Belchertown and Hadley Housing Authorities**

**This is an important document. Please contact Amherst Housing Authority  
at 413.256.0206 for free language assistance.**

Este es un documento importante. Comuníquese con la Autoridad de Vivienda de Amherst al 413.256.0206 para obtener asistencia lingüística gratuita. - Sa a se yon dokiman enpòtan. Tanpri kontakte Amherst Housing Authority nan 413.256.0206 pou jwenn asistans lang gratis. - Isso é um documento importante. Entre em contato com a Amherst Housing Authority pelo telefone 413.256.0206 para obter assistência linguística gratuita. - Eto vazhnyy dokument. Pozhaluysta, svyazhites' s Zhilishchnym upravleniyem Amkhersta po telefonu 413.256.0206 dlya polucheniya besplatnoy yazykovoy pomoshchi - Zhè shì yī fèn zhòngyào wénjiàn. Qǐng zhìdiàn 413.256.0206 Liánxì ā mò sī tè zhǔfáng guǎnlǐ jú yǐ huòdé miǎnfèi yǔyán bāngzhù. - igeos-eun jung-yohan munseoibnida. mulyo eon-eo jiwon-eul bad-eulyeomyeon Amherst Housing Authority(413.256.0206)e mun-uihaseyo.



**Acknowledgment of Attendance and Receipt:**

By signing below, I \_\_\_\_\_, acknowledge receipt of the documents above and that I attended a program briefing on

\_\_\_\_\_.

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**



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## **Leased Housing Department Contact List**

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ĐÂY LÀ MỘT TÀI LIỆU QUAN TRỌNG. XIN VUI LÒNG NÓ ĐÃ DỊCH. ~ 이것은 중요 한 문서 이다. 제발 번역 했다.  
Il s'agit d'un document important. S'il vous plaît il ont traduit. ~ ہے کیا ترجمہ یہ مہربانی براہ - ہے دستاویز اہم ایک یہ -

**Equal Housing Opportunity**

## WHAT YOU NEED TO KNOW ABOUT THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

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## **WHAT YOU NEED TO KNOW ABOUT THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM:**

The Housing Choice Voucher program, commonly known as Section 8, assists low-income individuals and families with affording decent, safe, and sanitary housing in the private market. Housing choice vouchers are administered locally by Public Housing Agencies (PHAs) throughout the United States. Participants are free to choose any housing that meets the requirements of the program and are not limited to units located in subsidized housing projects. Rental units must meet minimum standards of health and safety, as determined by public housing agencies (PHAs). A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

**HOUSING CHOICE VOUCHER:** The voucher is the family's authorization to search for housing. It can be issued to the family only after the AHA has determined the family is eligible to participate in the HCV program and has conducted the program briefing.

The Housing Choice voucher specifies the unit size for which the family qualifies. This unit size is used to determine the amount of assistance the AHA will pay to the owner on behalf of the family.

The voucher includes both the date of issuance and date of expiration. It also contains a brief description of how the program works and explains the family obligations under the program.

The voucher is evidence that the AHA has determined the family to be eligible for the program and plans to subsidize the family if the family selects a unit that can be approved under program requirements. However, the AHA is under no obligation to either the family or the owner to approve a tenancy and has no liability to any party by the issuance of the voucher.

The Housing Choice voucher does not give the family any right to participate in the AHA's HCV program. The family becomes a participant in the AHA's HCV program when the HAP contract between the AHA and the owner takes effect.

Before admission to the program, the AHA must re-verify income if the family's income has changed, or any income verification is more than 60 days old.

Verifications used to establish eligibility and level of benefits may be no more than 60 days old as of voucher issuance.

### **Term of Voucher:**

The initial voucher term will be for 60 days.

**Extensions of the initial term:**

The AHA may extend the voucher for one or more 30-day increment(s) at its discretion if the family can demonstrate that it has actively attempted to find a suitable dwelling unit. Such demonstration shall include names and addresses of owners who have been contacted and the reasons why the potential dwelling units were rejected.

The AHA will approve additional extensions only in the following circumstances:

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

Any request for an additional extension must include the reason(s) an additional extension is necessary.

The AHA 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 AHA prior to the expiration date of the voucher (or extended term of the voucher).

The AHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received and will immediately provide the family written notice of its decision.

**Suspensions of the Voucher Term:**

The AHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for AHA approval of the tenancy until the date the AHA 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 the AHA has approved a tenancy, the AHA will require the family to reapply for assistance. Within 10 business days after the expiration of the voucher term or any extension, the AHA 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.

**REQUEST FOR TENANCY APPROVAL:** Once you find a suitable unit and the owner is willing to lease the unit under the program, you must submit two documents to the AHA no later than the expiration date stated on the Housing Choice Voucher:

- Completed Request for Tenancy Approval form (RFTA), and
- Copy of the proposed lease, including the HUD Tenancy Addendum

The RFTA contains basic information about the rental unit selected, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, type of utilities, and the requested beginning date of the lease.

As indicated above, submission of the RFTA stops the time clock on your voucher. Initially you will have 60 days to submit this form to the housing authority.

**UTILITY ALLOWANCE CHART:** This table helps determine how much utilities will cost for the unit you select. It can help you determine the rent the landlord can charge for a unit, as well as determine your portion of the rent.

**RENT PAYMENT OVERVIEW:** In the Housing Choice Voucher (HCV) program, the owner receives two payments: one from the household for its calculated rent portion, and one from the housing authority (AHA) for the remainder of the total rent. The household's share is called the "Total Tenant Payment" and is based on the household's income. The AHA's share is called a "rent subsidy", or "HAP."

To fully understand the HCV program, it is important to understand how the following three components relate to one another:

1. The household's Total Tenant Payment (TTP);
2. The housing authority's rent subsidy (HAP), which is based on the PHA's HCV payment standards; and
3. The total cost of the housing, including the rent charged by the owner and the cost of any tenant-paid utilities (Gross Rent).

These three components are defined and explained more fully below:

**TOTAL TENANT PAYMENT:** Total tenant payment (TTP) is the amount that the household pays toward rent and utilities for the unit.

TTP is the greater of:

- 30 percent of the household's monthly adjusted income;
- 10 percent of the household's monthly gross income; or
- The AHA minimum rent (\$50.00)

The highest of these three amounts is the family's TTP; You will pay at least this amount toward the unit's gross rent (rent plus utilities).

The family share is the portion of rent and utilities paid by the family. The family share will be higher than the TTP if the family leases a unit with a gross rent above the PHA's payment standard.

The AHA has calculated your current TTP, which will be provided to you in your briefing packet.

**40% RULE:** There is also a maximum TTP allowed at initial move-in or lease-up on the program. In these instances, A family must not pay more than 40% of their adjusted income, including utilities for rent.

**PAYMENT STANDARD:** This is the maximum monthly assistance payment for a family assisted in the voucher program. This is the dollar amount you need to keep in mind when searching for an apartment. It is used to calculate the maximum allowable rent, including utilities, for a unit, and the maximum subsidy the AHA will pay on your behalf. It is based on a percentage of the Fair Market Rent that is set by HUD for different areas of the country. A list of current payments standards for Amherst and surrounding areas is included in your packet.

When a family is issued a voucher, they may select a larger or smaller unit than the family unit size listed on their voucher.

The payment standard for a family is the lower of:

- payment standard for the unit size indicated on the voucher; or
- payment standard for the size of the unit leased by the family.

**GROSS RENT:** The gross rent represents the entire housing cost. It is calculated by adding the rent to the owner and the utility allowance for the unit. If all the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

**HOUSING ASSISTANCE PAYMENT (HAP):** The actual HAP can be calculated only after the family has selected a unit and the gross rent for the unit is known.

The HAP cannot exceed the maximum subsidy calculated but may be less than the maximum subsidy if the gross rent for the unit is less than the payment standard amount.

The HAP is the lower of:

- The payment standard for the family minus the TTP, or
- The gross rent minus the TTP.

The PHA pays the owner HAP based on this calculation; however, if the HAP amount exceeds the rent to owner, the PHA does not pay the owner HAP above the rent to owner amount. Instead, the PHA pays the excess to either the utility provider or the family as a utility reimbursement payment.

The following is an example to show you how we determine if a unit will work for you. Please note that this is only an example and not a representation of what you will pay for housing costs:

**PAYMENT STANDARD, UTILITIES AND MAXIMUM SUBSIDY**

**\*\*\*\*\*EXAMPLE ONLY\*\*\*\*\***

1. Payment Standard for a one-bedroom unit in Amherst: \$962  
(Two-family home)
2. Rent for the apartment: \$850
3. Tenant-paid utilities (Use the utility allowance chart): \$126

| <u>Utility</u>     | <u>Cost per month</u> |
|--------------------|-----------------------|
| Heat (n. gas)      | \$51                  |
| Cooking (n. gas)   | \$7                   |
| Electricity        | \$59                  |
| Hot Water (n. gas) | \$9                   |
| Total:             | \$126                 |

4. Add the rent for the apartment and the utilities to determine the total housing cost:

5.

|        |   |           |   |                      |
|--------|---|-----------|---|----------------------|
| \$ 850 | + | \$ 126    | = | \$ 976               |
| rent   |   | utilities |   | Gross Rent           |
|        |   |           |   | (total housing cost) |

6. Total Tenant Payment (EXAMPLE ONLY): \$250  
40% of income: \$333

7. Is the total housing cost less than the Payment Standard? If it is not, you will be expected to pay the difference between the total housing cost and the Payment Standard, plus 30% of your adjusted income.

$$\begin{array}{rcl} \$ \underline{976} & - & \underline{962} \\ \text{total housing cost} & \text{payment standard} & \\ & & = \underline{\$14} \\ & & \text{extra you will pay} \end{array}$$

8.  $\$ \underline{250} + \$ \underline{14} = \$ \underline{\$264}$   
30% (TTP) extra TTP

9. 40% of your income is: \$ 333 Can you take this apartment? **YES**

Attached is a blank worksheet that you can use to help you select a unit.

### PAYMENT STANDARD, UTILITIES AND MAXIMUM SUBSIDY

Each time you locate an apartment ask yourself the following questions to determine the total housing costs.

1. What is the Payment Standard? \$ \_\_\_\_\_

2. What is the rent for the apartment? \$ \_\_\_\_\_

9. What utilities will I pay? (Use the utility allowance chart)

| <u>Utility</u> | <u>Check if you pay</u> | <u>Cost per month</u> (from chart) |
|----------------|-------------------------|------------------------------------|
|----------------|-------------------------|------------------------------------|

**1.Heat**

|             |       |       |
|-------------|-------|-------|
| gas         | _____ | _____ |
| oil         | _____ | _____ |
| electricity | _____ | _____ |

**2.Electricity** \_\_\_\_\_

**3.Cooking fuel**

|             |       |       |
|-------------|-------|-------|
| gas         | _____ | _____ |
| electricity | _____ | _____ |

**4.Hot Water**

|             |       |       |
|-------------|-------|-------|
| gas         | _____ | _____ |
| oil         | _____ | _____ |
| electricity | _____ | _____ |

10. What is the total cost of the utilities when added together? \_\_\_\_\_

11. Add the rent on the apartment and the utilities to determine the total housing cost:

|          |   |           |   |                    |
|----------|---|-----------|---|--------------------|
| \$ _____ | + | \$ _____  | = | \$ _____           |
| rent     |   | utilities |   | total housing cost |

12. Is the total housing cost less than the Payment Standard? If it is not, you will be expected to pay the difference between the total housing cost and the Payment Standard, plus 30% of your adjusted income.

|                    |   |                  |   |                    |
|--------------------|---|------------------|---|--------------------|
| \$ _____           | - | _____            | = | _____              |
| total housing cost |   | payment standard |   | extra you will pay |

|             |   |          |   |             |
|-------------|---|----------|---|-------------|
| 8. \$ _____ | + | \$ _____ | = | \$ _____    |
| 30%         |   | extra    |   | tenant rent |

9. 40% of your income is: \$ \_\_\_\_\_ Can you take this apartment?

# 40% Affordability Calculator

ENTER INFORMATION

Family name

Unit address

Adjusted annual income (\$)

Monthly contract rent (\$)

Monthly utility allowance (\$)

Monthly payment standard (\$)

CALCULATED RESULTS

Adjusted monthly income (\$)

TTP at 30% (\$)

Gross rent (\$)

Payment standard used (\$)

Housing assistance payment (\$)

Tenant rent (\$)

Tenant total housing costs (\$)

40% income limit (\$)

Within 40% limit? (YES / NO)

# Prorated Rent Calculator

ENTER INFORMATION

Family name

Unit address

Adjusted annual income (\$)

Monthly contract rent (\$)

Monthly utility allowance (\$)

Monthly payment standard (\$)

Total household members

Eligible household members

CALCULATED RESULTS

Adjusted monthly income (\$)

TTP at 30% (\$)

Gross rent (\$)

Payment standard used (\$)

Unprorated HAP (\$)

Prorated HAP (\$)

Tenant rent (\$)

Eligible / total ratio

# Maximum Allowable Rent Calculator

ENTER INFORMATION

Monthly total tenant payment (TTP) (\$)

Monthly payment standard (\$)

Monthly utility allowance (\$)

CALCULATED RESULTS

40% affordability amount (\$)

Maximum gross rent (\$)

Maximum contract rent (\$)

**WHERE YOU MAY LIVE:** Your family must locate a housing unit that meets the program rules. That can be either where you live right now or a totally different unit. The AHA can help in some ways, but the primary responsibility for finding a suitable unit to rent is yours.

The following types of units are ineligible under the Section 8 HCV program:

- Public or Indian housing unit;
- Unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f);
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
- College or other school dormitories;
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- A unit occupied by its owner or by a person with any interest in the unit.

In addition, the AHA cannot approve a unit if the owner is the parent, child, grandparent, sister, brother, or any member of the assisted family, unless approving the unit would provide a reasonable accommodation for a person with disabilities.

**PORTABILITY IN THE SECTION 8 HCV PROGRAM:** Section 8 HCV participants have the option to use their voucher anywhere in the United States, including Alaska, Hawaii, and Puerto Rico. This is called “portability.”

With a few exceptions, the Amherst Housing Authority will directly administer your voucher in most of the towns in Hampshire, Franklin, and Hampden County.

If you want to move with your voucher outside of these areas or to another state, you must notify the Amherst Housing Authority. We will discuss portability procedures with you in more detail and locate and contact the housing authority in the area that you wish to move to. We will also forward the income and household composition information that we have on file for you to the new housing authority.

It is then your responsibility to contact the new housing authority and comply with all of their procedures for incoming families.

The new housing authority will have the option of giving you one of their vouchers or billing us for administrative costs on your rental subsidy.

## **PORTABILITY FACTS YOU SHOULD KNOW:**

1. The new housing authority may have different rules, policies, and deadlines than the AHA, and you may need to attend a program briefing session. This may result in a delay in receiving assistance.
2. The new housing authority may re-screen you for program eligibility according to their guidelines. They may also have different policies about what unit size you qualify for.
3. The new housing authority will have different utility allowances and payment standards, which will affect the amount of rent charged by the landlord and the amount you pay for rent.
4. Some housing authorities may require you to have a completed "Request for Lease Approval" for the new unit before you can transfer.
5. You must be in good standing with the AHA. This includes being current with a repayment agreement if you have one.
6. If you need more time to find a unit, you will need to contract the AHA to request an extension on your voucher.

If you currently live in a high-poverty area/census tract, portability enables you to move to a neighborhood that has lower crime rates, better public services, schools, and shopping centers. Your briefing packet contains a map showing areas with housing opportunities outside of poverty concentration, along with information about job opportunities, schools, and other services. We have also included a list of potentially available units in low-poverty census tracts.

## **WHAT SIZE UNIT CAN YOU RENT?**

**Subsidy Standards:** When issuing a voucher to an eligible family, the AHA determines the number of bedrooms to be placed on the voucher based on the family size and composition. The unit size indicated on the voucher does not dictate the size of the unit the family leases, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the AHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the Housing Quality Standards.
- The subsidy standards must be applied consistently for all families of like size and composition.

- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the AHA to reside in the unit to care for a family member who is disabled) must be counted in determining the family unit size;

For purposes of determining subsidy standards, an adult is 21 years of age or older. A child is under 21 years of age.

The AHA will allocate one bedroom for each two persons within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses, partners or other interdependent relationships and children under age 5) will be allocated separate bedrooms. An adult will not be required to share a room with a child.
- Single person families will be allocated one bedroom.
- Two children of the same gender with an age difference less than 10 years will be allocated one bedroom; this includes children of blended families who have different parents.
- Two children of the same gender with an age difference 10 years or more will be allocated separate bedrooms.
- Two children of the opposite gender over the age of 5 will be allocated separate bedrooms.
- Persons of different generations will be allocated separate bedrooms. A parenting minor will not be allocated a separate bedroom for a child under the age of 5.
- Live-in aides will be allocated a separate bedroom.
- Foster children will be included in determining unit size only if they have been in the unit for more than 12 months and will become a permanent member of the household.

The PHA will reference the following chart in determining the appropriate voucher size for a family:

| <b>Voucher Size</b> | <b>Persons in Household<br/>(Minimum – Maximum)</b> |
|---------------------|-----------------------------------------------------|
| 1 Bedroom           | 1-2                                                 |
| 2 Bedrooms          | 2-4                                                 |
| 3 Bedrooms          | 3-6                                                 |
| 4 Bedrooms          | 4-8                                                 |
| 5 Bedrooms          | 6-10                                                |

## **EXCEPTIONS TO SUBSIDY STANDARDS**

In determining family unit size for a particular family, the AHA may grant an exception to its established subsidy standards if the AHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. AHA will consider the above requests on a case-by-case basis and only if HCV program funding is sufficient. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

The AHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

**INSPECTIONS:** All units must pass a Housing Quality Standard (HQS) inspection before any payments can be made by the AHA. HQS are minimum performance and acceptability criteria set by HUD to ensure the assisted housing is decent, safe, and sanitary.

HQS inspections are conducted by AHA contractors. The housing inspector will inspect the unit after a Request for Tenancy Approval form is submitted to our office. It is very important that you do not move into a unit before the inspection is completed and the apartment is found to be in compliance with HQS. If you do, you will be responsible for the full rent for the unit until it passes inspection.

Annual or biennial inspections are also conducted to ensure that HCV housing units continue to meet HQS throughout the tenancy of the participant family. A copy of the AHA's inspection policy is included in your briefing packet.

**WHAT YOU SHOULD LOOK FOR IN HOUSING:** Look for housing that will fit your family, is in good condition and is in a neighborhood where your family will be safe and able to reach the services you need. If you will pay for utilities, look for storm windows and doors, insulation, and determine the type of heat. Is it electric, oil, or gas?

The most common defects found in housing that will cause it to fail the inspection are:

- Smoke detectors and CO2 detectors missing or broken;
- Broken, cracked, or missing windows;
- Torn or missing screens;

- Broken or missing electrical outlets or cracked plate covers;
- Loose or hanging wires;
- Appliances that do not work;
- Missing or broken locks on windows and doors;
- Leaking or inadequate plumbing;
- Broken or missing ceiling or floor tiles;
- Hand rails on steps or decks that are missing or broken
- Interior or exterior chipped, flaking or peeling paint in a unit built before 1978 to be occupied by a child 6 or under;
- Lack of ventilation in bathrooms.

Remember the Housing Authority must inspect the unit before the Housing Authority can approve the unit for the program.

**PROVIDING FAMILY INFORMATION TO PROSPECTIVE OWNERS:** HUD requires the AHA to provide prospective owners with the family's current and prior address (as shown in AHA records) and the name and address (if known) of the owner at the family's current and prior addresses.. The AHA will not provide any additional information to the owner, such as tenancy history or criminal history.

**LEASE:** You must enter into a written lease with the owner, even if you are already living in the unit when your voucher is issued.

Owners must supply their own lease; the AHA does not provide a model lease for you to use. However, the HUD Tenancy Addendum will be attached to the lease, and if a conflict between the lease and addendum occurs, the provisions required by HUD will prevail.

The AHA is not a party to the lease.

A 12-month (1 year) lease is the minimum term for a lease unless a shorter term would improve housing opportunities for the tenant, and it is the prevailing local market practice.

At the end of the initial lease term, you may create a new lease or continue on a month-to-month basis.

**SECURITY DEPOSIT/LAST MONTHS RENT:** You are responsible for these costs. The owner may collect a security deposit and a last month's rent deposit from the tenant in accordance with state and local law, provided that it is not in excess of amounts charged by the owner to unassisted tenants.

**HOUSING DISCRIMINATION:** It is against the law in Massachusetts for a landlord to refuse to rent to you simply on the basis of having a rent subsidy (or any kind of public assistance). Participants in the Section 8 program have the

same rights as tenants who do not have a subsidy. If you believe you have been discriminated against, please contact the AHA for assistance. There is additional information about housing discrimination and how to file a complaint in your briefing packet.

**ANNUAL RECERTIFICATION:** Program participants must recertify the eligibility to participate in the Section 8 program once a year (or sooner if you move), usually on the anniversary date of the lease. This involves completing forms and verifying your income and household composition. The AHA conducts recertifications by mail and/or e-mail whenever possible. Recertification packets are sent to participants 90-120 days in advance of the recertification date.

**CHANGES IN INCOME:** You must report all increases in income in writing within ten (10) days of that change. Any increase in rent shall be effective on the first rent payment date of the second month following the increase. Failure to report changes in income can result in rent being charged retroactively. It may also result in the loss of your Housing Choice voucher.

Income decreases should be reported as well. A decrease in rent will be effective on the next regularly scheduled payment date.

**ZERO-INCOME:** Households reporting zero income must complete a certification and questionnaire on a quarterly basis.

**ADDING AND REMOVING ADULT HOUSEHOLD MEMBERS:** Participants who want to add an adult to the household must first obtain approval from the AHA. A Criminal background check will be conducted. Participants who have unauthorized occupants living in their unit risk the loss of their Section 8 assistance.

Verification must also be provided to the AHA to remove an adult member from the household. A list of acceptable forms of verification is included in your briefing packet.

**ASSISTANCE TO PERSONS WITH A DISABILITY:** If you or a family member is a person with a disability and you need assistance in finding an accessible unit, you should discuss your needs with the AHA staff. You may also request a list of available accessible units known to the AHA.

**OBLIGATIONS UNDER THE HOUSING CHOICE VOUCHER PROGRAM:** Once you begin receiving assistance under the HCV program, you will have a number of obligations to follow. All of these obligations are listed on the back of your voucher. A copy is also included in your briefing packet. Please read them carefully. Failure to abide by these obligations can result in the termination of your assistance.

**HOW TO REQUEST AN INFORMAL HEARING** If you are notified that your assistance will be terminated for any reason, you have the right to request an informal hearing to review the decision. You must request an informal hearing in writing within ten business (10) days of the date of the notice. If you do not contact us within that time, you may forfeit your right to a hearing. The AHA's procedures for informal reviews and hearings are included in your briefing packet.

AMHERST HOUSING AUTHORITY  
33 KELLOGG AVE.  
AMHERST, MA 01002  
413-256-0206

PAYMENT STANDARDS FOR AMHERST AND SURROUNDING AREAS-

2025/2026

Amherst, Hadley, South Hadley, Granby, and Belchertown

**Effective 7/1/26**

|      |         |
|------|---------|
| 0 BR | \$1,520 |
| 1 BR | \$1,738 |
| 2 BR | \$2,204 |
| 3 BR | \$2,754 |
| 4 BR | \$2,972 |

Franklin County-

**Effective 11/1/25**

|      |         |
|------|---------|
| 0 BR | \$1,209 |
| 1 BR | \$1,336 |
| 2 BR | \$1,754 |
| 3 BR | \$2,102 |
| 4 BR | \$2,322 |
| 5 BR | \$2,670 |

Westfield

**12/1/2025**

|      |         |
|------|---------|
| 0 BR | \$1,279 |
| 1 BR | \$1,451 |
| 2 BR | \$1,820 |
| 3 BR | \$2,233 |
| 4 BR | \$2,410 |

Springfield

**Effective 10/1/2025**

|      |         |
|------|---------|
| 0 BR | \$1,340 |
| 1 BR | \$1,520 |
| 2 BR | \$1,907 |
| 3 BR | \$2,339 |
| 4 BR | \$2,525 |

Greenfield

**Effective 12/1/2025**

|      |         |
|------|---------|
| 0 BR | \$1,209 |
| 1 BR | \$1,336 |
| 2 BR | \$1,754 |
| 3 BR | \$2,102 |
| 4 BR | \$2,322 |

Chicopee **12/1/2025**

|      |         |
|------|---------|
| 0 BR | \$1,340 |
| 1 BR | \$1,520 |
| 2 BR | \$1,907 |
| 3 BR | \$2,339 |
| 4 BR | \$2,525 |

**Northampton****1/1/26**

OBR \$1,244  
1 BR \$1,422  
2 BR \$1,804  
3 BR \$2,254  
4 BR \$2,432

**West Springfield**

OBR \$1,279  
1BR \$ 1,451  
2BR \$ 1,820  
3BR \$2,233  
4BR \$2,410

**Effective 1/1/26****Holyoke -****Effective 1/1/2026**

0 BR \$1,219  
1 BR \$1,382  
2 BR \$1,734  
3 BR \$2,127  
4 BR \$2,296  
5 BR \$2,640  
6BR \$2,985

**Ware – 10/1/25**

OBR: \$1,382  
1BR: \$1,580  
2BR: \$2,004  
3BR: \$2,504  
4 BR: \$2,702

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

| Locality / PHA<br><b>Amherst, Massachusetts</b>                                                       |                      |      | Unit Type<br><b>Single Family / Detached</b> |      |                           |      | Date (mm/dd/yyyy)<br><b>3/1/26</b> |
|-------------------------------------------------------------------------------------------------------|----------------------|------|----------------------------------------------|------|---------------------------|------|------------------------------------|
| Utility or Service                                                                                    | Fuel Type            | 0 BR | 1 BR                                         | 2 BR | 3 BR                      | 4 BR | 5 BR                               |
| Heating                                                                                               | Natural Gas          | 53   | 71                                           | 98   | 121                       | 148  | 172                                |
|                                                                                                       | Bottled Gas          | 77   | 102                                          | 141  | 173                       | 212  | 246                                |
|                                                                                                       | Electric             | 72   | 96                                           | 133  | 163                       | 199  | 232                                |
|                                                                                                       | Electric - Heat Pump | 47   | 63                                           | 86   | 106                       | 129  | 151                                |
|                                                                                                       | Fuel Oil             | 90   | 121                                          | 166  | 204                       | 249  | 290                                |
| Cooking                                                                                               | Natural Gas          | 6    | 8                                            | 10   | 12                        | 16   | 18                                 |
|                                                                                                       | Bottled Gas          | 19   | 27                                           | 35   | 43                        | 54   | 62                                 |
|                                                                                                       | Electric             | 7    | 9                                            | 12   | 14                        | 17   | 20                                 |
|                                                                                                       | Other                |      |                                              |      |                           |      |                                    |
| Other Electric                                                                                        |                      | 40   | 50                                           | 65   | 77                        | 90   | 105                                |
| Air Conditioning                                                                                      |                      |      |                                              |      |                           |      |                                    |
| Water Heating                                                                                         | Natural Gas          | 15   | 21                                           | 27   | 33                        | 42   | 47                                 |
|                                                                                                       | Bottled Gas          | 38   | 53                                           | 68   | 84                        | 106  | 122                                |
|                                                                                                       | Electric             | 36   | 47                                           | 62   | 75                        | 89   | 105                                |
|                                                                                                       | Fuel Oil             | 32   | 45                                           | 58   | 71                        | 90   | 103                                |
| Water                                                                                                 |                      | 19   | 21                                           | 41   | 62                        | 83   | 103                                |
| Sewer                                                                                                 |                      | 15   | 29                                           | 45   | 67                        | 89   | 111                                |
| Trash Collection                                                                                      |                      |      |                                              |      |                           |      |                                    |
| Natural Gas                                                                                           | Customer Charge      | 9    | 9                                            | 9    | 9                         | 9    | 9                                  |
| Range/Microwave                                                                                       |                      | 4    | 4                                            | 4    | 4                         | 4    | 4                                  |
| Refrigerator                                                                                          |                      | 3    | 3                                            | 3    | 4                         | 5    | 5                                  |
| Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. |                      |      |                                              |      | Utility/Service/Appliance |      | Allowance                          |
|                                                                                                       |                      |      |                                              |      | Heating                   |      |                                    |
| Head of Household Name                                                                                |                      |      |                                              |      | Cooking                   |      |                                    |
|                                                                                                       |                      |      |                                              |      | Other Electric            |      |                                    |
|                                                                                                       |                      |      |                                              |      | Air Conditioning          |      |                                    |
| Unit Address                                                                                          |                      |      |                                              |      | Water Heating             |      |                                    |
|                                                                                                       |                      |      |                                              |      | Water                     |      |                                    |
|                                                                                                       |                      |      |                                              |      | Sewer                     |      |                                    |
|                                                                                                       |                      |      |                                              |      | Trash Collection          |      |                                    |
|                                                                                                       |                      |      |                                              |      | Other                     |      |                                    |
| Number of Bedrooms                                                                                    |                      |      |                                              |      | Range/Microwave           |      |                                    |
|                                                                                                       |                      |      |                                              |      | Refrigerator              |      |                                    |
|                                                                                                       |                      |      |                                              |      | Total                     |      |                                    |

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

| Locality / PHA<br><b>Amherst, Massachusetts</b>                                                       |                      |      | Unit Type<br><b>Low Rise<br/>[ Older Multi - Family ]</b> |      |                           |      | Date (mm/dd/yyyy)<br><b>3/1/26</b> |  |
|-------------------------------------------------------------------------------------------------------|----------------------|------|-----------------------------------------------------------|------|---------------------------|------|------------------------------------|--|
| Utility or Service                                                                                    | Fuel Type            | 0 BR | 1 BR                                                      | 2 BR | 3 BR                      | 4 BR | 5 BR                               |  |
| Heating                                                                                               | Natural Gas          | 43   | 58                                                        | 79   | 96                        | 118  | 138                                |  |
|                                                                                                       | Bottled Gas          | 53   | 72                                                        | 98   | 120                       | 146  | 170                                |  |
|                                                                                                       | Electric             | 50   | 67                                                        | 92   | 112                       | 137  | 159                                |  |
|                                                                                                       | Electric - Heat Pump | 32   | 44                                                        | 60   | 73                        | 89   | 104                                |  |
|                                                                                                       | Fuel Oil             | 63   | 84                                                        | 116  | 141                       | 172  | 200                                |  |
| Cooking                                                                                               | Natural Gas          | 6    | 8                                                         | 10   | 12                        | 16   | 18                                 |  |
|                                                                                                       | Bottled Gas          | 19   | 27                                                        | 35   | 43                        | 54   | 62                                 |  |
|                                                                                                       | Electric             | 7    | 9                                                         | 12   | 14                        | 17   | 20                                 |  |
|                                                                                                       | Other                |      |                                                           |      |                           |      |                                    |  |
| Other Electric                                                                                        |                      | 40   | 50                                                        | 65   | 77                        | 90   | 105                                |  |
| Air Conditioning                                                                                      |                      |      |                                                           |      |                           |      |                                    |  |
| Water Heating                                                                                         | Natural Gas          | 15   | 21                                                        | 27   | 33                        | 42   | 47                                 |  |
|                                                                                                       | Bottled Gas          | 38   | 53                                                        | 68   | 84                        | 106  | 122                                |  |
|                                                                                                       | Electric             | 36   | 47                                                        | 62   | 75                        | 89   | 105                                |  |
|                                                                                                       | Fuel Oil             | 32   | 45                                                        | 58   | 71                        | 90   | 103                                |  |
| Water                                                                                                 |                      | 19   | 21                                                        | 41   | 62                        | 83   | 103                                |  |
| Sewer                                                                                                 |                      | 15   | 29                                                        | 45   | 67                        | 89   | 111                                |  |
| Trash Collection                                                                                      |                      |      |                                                           |      |                           |      |                                    |  |
| Natural Gas                                                                                           | Customer Charge      | 9    | 9                                                         | 9    | 9                         | 9    | 9                                  |  |
| Range/Microwave                                                                                       |                      | 4    | 4                                                         | 4    | 4                         | 4    | 4                                  |  |
| Refrigerator                                                                                          |                      | 3    | 3                                                         | 3    | 4                         | 5    | 5                                  |  |
| Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. |                      |      |                                                           |      | Utility/Service/Appliance |      | Allowance                          |  |
|                                                                                                       |                      |      |                                                           |      | Heating                   |      |                                    |  |
| Head of Household Name                                                                                |                      |      |                                                           |      | Cooking                   |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Other Electric            |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Air Conditioning          |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Water Heating             |      |                                    |  |
| Unit Address                                                                                          |                      |      |                                                           |      | Water                     |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Sewer                     |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Trash Collection          |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Other                     |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      |                           |      |                                    |  |
| Number of Bedrooms                                                                                    |                      |      |                                                           |      | Range/Microwave           |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Refrigerator              |      |                                    |  |
|                                                                                                       |                      |      |                                                           |      | Total                     |      |                                    |  |

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

| Locality / PHA<br><b>Amherst, Massachusetts</b>                                                       |                      |      | Unit Type<br><b>Inner Row [ Row / Garden ]</b> |      |                           |      | Date (mm/dd/yyyy)<br><b>3/1/26</b> |
|-------------------------------------------------------------------------------------------------------|----------------------|------|------------------------------------------------|------|---------------------------|------|------------------------------------|
| Utility or Service                                                                                    | Fuel Type            | 0 BR | 1 BR                                           | 2 BR | 3 BR                      | 4 BR | 5 BR                               |
| Heating                                                                                               | Natural Gas          | 39   | 52                                             | 71   | 87                        | 107  | 124                                |
|                                                                                                       | Bottled Gas          | 55   | 74                                             | 102  | 125                       | 153  | 178                                |
|                                                                                                       | Electric             | 52   | 69                                             | 95   | 117                       | 143  | 166                                |
|                                                                                                       | Electric - Heat Pump | 34   | 45                                             | 62   | 76                        | 93   | 108                                |
|                                                                                                       | Fuel Oil             | 65   | 87                                             | 120  | 147                       | 180  | 209                                |
| Cooking                                                                                               | Natural Gas          | 6    | 8                                              | 10   | 12                        | 16   | 18                                 |
|                                                                                                       | Bottled Gas          | 19   | 27                                             | 35   | 43                        | 54   | 62                                 |
|                                                                                                       | Electric             | 7    | 9                                              | 12   | 14                        | 17   | 20                                 |
|                                                                                                       | Other                |      |                                                |      |                           |      |                                    |
| Other Electric                                                                                        |                      | 40   | 50                                             | 65   | 77                        | 90   | 105                                |
| Air Conditioning                                                                                      |                      |      |                                                |      |                           |      |                                    |
| Water Heating                                                                                         | Natural Gas          | 15   | 21                                             | 27   | 33                        | 42   | 47                                 |
|                                                                                                       | Bottled Gas          | 38   | 53                                             | 68   | 84                        | 106  | 122                                |
|                                                                                                       | Electric             | 36   | 47                                             | 62   | 75                        | 89   | 105                                |
|                                                                                                       | Fuel Oil             | 32   | 45                                             | 58   | 71                        | 90   | 103                                |
| Water                                                                                                 |                      | 19   | 21                                             | 41   | 62                        | 83   | 103                                |
| Sewer                                                                                                 |                      | 15   | 29                                             | 45   | 67                        | 89   | 111                                |
| Trash Collection                                                                                      |                      |      |                                                |      |                           |      |                                    |
| Natural Gas                                                                                           | Customer Charge      | 9    | 9                                              | 9    | 9                         | 9    | 9                                  |
| Range/Microwave                                                                                       |                      | 4    | 4                                              | 4    | 4                         | 4    | 4                                  |
| Refrigerator                                                                                          |                      | 3    | 3                                              | 3    | 4                         | 5    | 5                                  |
| Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. |                      |      |                                                |      | Utility/Service/Appliance |      | Allowance                          |
|                                                                                                       |                      |      |                                                |      | Heating                   |      |                                    |
| Head of Household Name                                                                                |                      |      |                                                |      | Cooking                   |      |                                    |
|                                                                                                       |                      |      |                                                |      | Other Electric            |      |                                    |
|                                                                                                       |                      |      |                                                |      | Air Conditioning          |      |                                    |
|                                                                                                       |                      |      |                                                |      | Water Heating             |      |                                    |
| Unit Address                                                                                          |                      |      |                                                |      | Water                     |      |                                    |
|                                                                                                       |                      |      |                                                |      | Sewer                     |      |                                    |
|                                                                                                       |                      |      |                                                |      | Trash Collection          |      |                                    |
|                                                                                                       |                      |      |                                                |      | Other                     |      |                                    |
|                                                                                                       |                      |      |                                                |      | Range/Microwave           |      |                                    |
| Number of Bedrooms                                                                                    |                      |      |                                                |      | Refrigerator              |      |                                    |
|                                                                                                       |                      |      |                                                |      | Total                     |      |                                    |
|                                                                                                       |                      |      |                                                |      |                           |      |                                    |

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

| Locality / PHA<br><b>Amherst, Massachusetts</b>                                                       |                      | Unit Type<br><b>End of Row<br/>Duplex / Two and Three Family</b> |      |      |                           |      | Date (mm/dd/yyyy)<br>3/1/26 |
|-------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------|------|------|---------------------------|------|-----------------------------|
| Utility or Service                                                                                    | Fuel Type            | 0 BR                                                             | 1 BR | 2 BR | 3 BR                      | 4 BR | 5 BR                        |
| Heating                                                                                               | Natural Gas          | 45                                                               | 61   | 84   | 103                       | 125  | 146                         |
|                                                                                                       | Bottled Gas          | 65                                                               | 87   | 120  | 147                       | 180  | 209                         |
|                                                                                                       | Electric             | 60                                                               | 82   | 113  | 138                       | 169  | 196                         |
|                                                                                                       | Electric - Heat Pump | 39                                                               | 53   | 73   | 90                        | 110  | 128                         |
|                                                                                                       | Fuel Oil             | 77                                                               | 103  | 141  | 173                       | 212  | 246                         |
| Cooking                                                                                               | Natural Gas          | 6                                                                | 8    | 10   | 12                        | 16   | 18                          |
|                                                                                                       | Bottled Gas          | 19                                                               | 27   | 35   | 43                        | 54   | 62                          |
|                                                                                                       | Electric             | 7                                                                | 9    | 12   | 14                        | 17   | 20                          |
|                                                                                                       | Other                |                                                                  |      |      |                           |      |                             |
| Other Electric                                                                                        |                      | 40                                                               | 50   | 65   | 77                        | 90   | 105                         |
| Air Conditioning                                                                                      |                      |                                                                  |      |      |                           |      |                             |
| Water Heating                                                                                         | Natural Gas          | 15                                                               | 21   | 27   | 33                        | 42   | 47                          |
|                                                                                                       | Bottled Gas          | 38                                                               | 53   | 68   | 84                        | 106  | 122                         |
|                                                                                                       | Electric             | 36                                                               | 47   | 62   | 75                        | 89   | 105                         |
|                                                                                                       | Fuel Oil             | 32                                                               | 45   | 58   | 71                        | 90   | 103                         |
| Water                                                                                                 |                      | 19                                                               | 21   | 41   | 62                        | 83   | 103                         |
| Sewer                                                                                                 |                      | 15                                                               | 29   | 45   | 67                        | 89   | 111                         |
| Trash Collection                                                                                      |                      |                                                                  |      |      |                           |      |                             |
| Natural Gas                                                                                           | Customer Charge      | 9                                                                | 9    | 9    | 9                         | 9    | 9                           |
| Range/Microwave                                                                                       |                      | 4                                                                | 4    | 4    | 4                         | 4    | 4                           |
| Refrigerator                                                                                          |                      | 3                                                                | 3    | 3    | 4                         | 5    | 5                           |
| Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. |                      |                                                                  |      |      | Utility/Service/Appliance |      | Allowance                   |
|                                                                                                       |                      |                                                                  |      |      | Heating                   |      |                             |
| Head of Household Name                                                                                |                      |                                                                  |      |      | Cooking                   |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Other Electric            |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Air Conditioning          |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Water Heating             |      |                             |
| Unit Address                                                                                          |                      |                                                                  |      |      | Water                     |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Sewer                     |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Trash Collection          |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Other                     |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Range/Microwave           |      |                             |
| Number of Bedrooms                                                                                    |                      |                                                                  |      |      | Refrigerator              |      |                             |
|                                                                                                       |                      |                                                                  |      |      | Total                     |      |                             |
|                                                                                                       |                      |                                                                  |      |      |                           |      |                             |

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

| Locality / PHA<br><b>Amherst, Massachusetts</b>                                                       |                      | Unit Type<br><b>High Rise<br/>with Elevator</b> |      |      |                           |      | Date (mm/dd/yyyy)<br><b>3/1/26</b> |
|-------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------|------|------|---------------------------|------|------------------------------------|
| Utility or Service                                                                                    | Fuel Type            | 0 BR                                            | 1 BR | 2 BR | 3 BR                      | 4 BR | 5 BR                               |
| Heating                                                                                               | Natural Gas          | 37                                              | 49   | 67   | 82                        | 100  | 11645                              |
|                                                                                                       | Bottled Gas          | 45                                              | 61   | 84   | 102                       | 125  | 145                                |
|                                                                                                       | Electric             | 42                                              | 57   | 78   | 95                        | 116  | 135                                |
|                                                                                                       | Electric - Heat Pump | 28                                              | 37   | 51   | 62                        | 76   | 88                                 |
|                                                                                                       | Fuel Oil             | 54                                              | 72   | 98   | 120                       | 147  | 170                                |
| Cooking                                                                                               | Natural Gas          | 6                                               | 8    | 10   | 12                        | 16   | 18                                 |
|                                                                                                       | Bottled Gas          | 19                                              | 27   | 35   | 43                        | 54   | 62                                 |
|                                                                                                       | Electric             | 7                                               | 9    | 12   | 14                        | 17   | 20                                 |
|                                                                                                       | Other                |                                                 |      |      |                           |      |                                    |
| Other Electric                                                                                        |                      | 40                                              | 50   | 65   | 77                        | 90   | 105                                |
| Air Conditioning                                                                                      |                      |                                                 |      |      |                           |      |                                    |
| Water Heating                                                                                         | Natural Gas          | 15                                              | 21   | 27   | 33                        | 42   | 47                                 |
|                                                                                                       | Bottled Gas          | 38                                              | 53   | 68   | 84                        | 106  | 122                                |
|                                                                                                       | Electric             | 36                                              | 47   | 62   | 75                        | 89   | 105                                |
|                                                                                                       | Fuel Oil             | 32                                              | 45   | 58   | 71                        | 90   | 103                                |
| Water                                                                                                 |                      | 19                                              | 21   | 41   | 62                        | 83   | 103                                |
| Sewer                                                                                                 |                      | 15                                              | 29   | 45   | 67                        | 89   | 111                                |
| Trash Collection                                                                                      |                      |                                                 |      |      |                           |      |                                    |
| Natural Gas                                                                                           | Customer Charge      | 9                                               | 9    | 9    | 9                         | 9    | 9                                  |
| Range/Microwave                                                                                       |                      | 4                                               | 4    | 4    | 4                         | 4    | 4                                  |
| Refrigerator                                                                                          |                      | 3                                               | 3    | 3    | 4                         | 5    | 5                                  |
| Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. |                      |                                                 |      |      | Utility/Service/Appliance |      | Allowance                          |
|                                                                                                       |                      |                                                 |      |      | Heating                   |      |                                    |
| Head of Household Name                                                                                |                      |                                                 |      |      | Cooking                   |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Other Electric            |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Air Conditioning          |      |                                    |
| Unit Address                                                                                          |                      |                                                 |      |      | Water Heating             |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Water                     |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Sewer                     |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Trash Collection          |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Other                     |      |                                    |
| Number of Bedrooms                                                                                    |                      |                                                 |      |      | Range/Microwave           |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Refrigerator              |      |                                    |
|                                                                                                       |                      |                                                 |      |      | Total                     |      |                                    |



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**AMHERST HOUSING AUTHORITY - HOUSING RESOURCES**

| Name                   | Address                   | Phone Number | All Utilities Included | Heat & Hot Water Included | 1 bedrooms  | 2 bedrooms | 3 bedrooms | 4 bedrooms | Accessible | Apartment has subsidy |
|------------------------|---------------------------|--------------|------------------------|---------------------------|-------------|------------|------------|------------|------------|-----------------------|
| <b>AMHERST</b>         |                           |              |                        |                           |             |            |            |            |            |                       |
| 177 N. Pleasant Street | 177 N. Pleasant Street    | 413-253-2515 |                        | √                         | √           |            |            |            |            |                       |
| Alpine Commons         | 133 Belchertown Road      | 413-256-0741 |                        |                           | studio      | √          | √          | √          |            |                       |
| Amethyst Brook Apts    | 20-22 Amherst Road        | 413-210-2246 |                        | √                         | √           | √          | √          |            | √          |                       |
| Aspen Chase            | 615 Main Street           | 413-256-0741 | √                      |                           | √           | √          | √          | √          |            |                       |
| Aspen Heights          | 408 Northampton Road      | 413-992-6378 | √                      |                           | √           | √          | √          |            | √          |                       |
| Brandywine             | 16 Brandywine Drive       | 413-549-0600 |                        | √                         | √           | √          |            |            |            |                       |
| Butternut Farm         | 12 Longmeadow Drive       | 413-233-4711 |                        | √                         | √           | √          | √          |            | √          |                       |
| Center East Commons    | 462 Main Street           | 413-725-5050 |                        | √                         | studio & 1  |            |            |            | √          |                       |
| Clark House            | 22 Lessey Street          | 413-256-0141 |                        | √                         | √           | √          |            |            | √          | √                     |
| College Inn            | 10 Belchertown Road       | 413-256-3442 |                        | hot water only            | studio & 1  |            |            | √          |            |                       |
| Colonial Village       | Route 9                   | 413-253-2515 |                        | hot water only            | √           | √          |            |            |            |                       |
| Crestview              | 995 North Pleasant Street | 413-253-2515 |                        |                           | √           | √          |            |            |            |                       |
| East Gables            | 132 Northampton Road      | 413-326-9224 | √                      |                           | studio only |            |            |            |            |                       |
| Eleven East Pleasant   | 11 East Pleasant Street   | 413-461-0654 | √                      |                           | studio & 1  | √          |            |            |            |                       |
| Echo Village           | 30 Gatehouse Road         | 413-687-3315 |                        |                           |             | √          | √          | √          | √          |                       |
| Halcourt Gardens       | 12 Hallock Street         | 413-253-2120 |                        |                           | √           | √          |            |            |            |                       |
| Hawkins Meadow         | Northampton Road          | 413-256-6061 |                        | √                         | √           | √          |            |            |            |                       |
| Meadowview Apts        | 44 Southpoint Drive       | 413-305-1500 |                        | Some units include heat   | √           | √          | √          |            | √          |                       |
| Mill Hollow            | Summer Street             | 413-253-2515 |                        |                           | √           | √          |            |            |            |                       |
| Mill Valley Estates    | 420 Riverglade Drive      | 413-253-7377 |                        | √                         |             | √          | √          | √          | √          |                       |

**AMHERST HOUSING AUTHORITY - HOUSING RESOURCES**

| Name                              | Address                   | Phone Number | All Utilities Included | Heat & Hot Water Included | 1 bedrooms | 2 bedrooms | 3 bedrooms | 4 bedrooms | Accessible | Apartment has subsidy |
|-----------------------------------|---------------------------|--------------|------------------------|---------------------------|------------|------------|------------|------------|------------|-----------------------|
| New Fort River Apartments         | 166 E Hadley Road         | 413-549-0145 |                        | √                         | √          | √          |            |            |            |                       |
| New Hollister Apartments          | 287 Riverglade Drive      | 413-549-0145 |                        | √                         |            | √          | √          |            |            |                       |
| North Square at the Mill District | 75 Cowls Road             | 413-345-6600 |                        |                           | √          | √          | √          |            | √          |                       |
| Olympia Oaks                      | 85 Olympia Drive          | 413-731-2708 |                        | √                         | √          | √          | √          |            | √          |                       |
| One Eighty Fearing Street         | 180 Fearing Street        | 413-835-0027 |                        |                           | √          | √          | √          |            | √          |                       |
| One University Drive South        | 348 Northampton Road      | 413-253-2120 |                        |                           | studio & 1 |            |            |            | √          |                       |
| Perry Apartments                  | Amity Street              | 413-253-2515 |                        |                           | studio & 1 |            |            |            | √          |                       |
| Pomeroy Lane Cooperative          | 34 Pomeroy Lane           | 413-256-0206 |                        |                           | √          | √          | √          | √          | √          | √                     |
| Presidential Apartments           | 950 North Pleasant Street | 413-253-2515 |                        | hot water only            | √          | √          | √          |            |            |                       |
| Puffton Village                   | 1040 N. Pleasant Street   | 413-549-0145 |                        | √                         | √          | √          | √          | √          |            |                       |
| Riverside Park Apartments         | Montague Road             | 413-253-2515 |                        |                           | √          | √          |            |            |            |                       |
| Rolling Green                     | 1A Rolling Green Drive    | 413-253-3000 | √                      |                           | √          | √          | √          | √          | √          |                       |
| Seventy University Drive          | 70 University Drive       | 413-835-0027 |                        |                           | studio & 1 | √          |            |            |            |                       |
| The Boulders                      | 156A Brittany Manor Drive | 413-256-8534 |                        | √                         |            | √          |            |            |            |                       |
| Townhouse Apartments              | 50 Meadow Street          | 413-549-0839 |                        |                           |            | √          | √          |            |            |                       |
| UMASS Family Housing              | 911 North Pleasant Street | 413-545-3115 | √                      |                           | √          | √          |            |            |            |                       |
| Valley Main Street                | 683 & 687 Main Street     | 413-326-9224 |                        |                           | √          | √          | √          |            | √          | √                     |
| Village Park                      | East Pleasant Street      | 413-549-0099 |                        | √                         | √          | √          | √          |            | √          | √                     |
| <b>NORTHAMPTON</b>                |                           |              |                        |                           |            |            |            |            |            |                       |
| 23 Laurel Street                  | 23 Laurel Street          | 413-326-9224 |                        |                           | √          | √          | √          |            | √          |                       |
| 35 Village Hill Road              | 35 Village Hill Road      | 413-586-5065 |                        |                           | studio & 1 | √          |            |            |            |                       |

**AMHERST HOUSING AUTHORITY - HOUSING RESOURCES**

| Name                          | Address                   | Phone Number | All Utilities Included | Heat & Hot Water Included | 1 bedrooms | 2 bedrooms | 3 bedrooms | 4 bedrooms | Accessible | Apartment has subsidy |
|-------------------------------|---------------------------|--------------|------------------------|---------------------------|------------|------------|------------|------------|------------|-----------------------|
| Hampton Court                 | 20 Hampton Avenue         | 413-585-0020 |                        | √                         | √          | √          | √          | √          | √          | √                     |
| Hathaway Farms                | 73 Barrett Street         | 413-586-1405 |                        |                           | √          | √          | √          | √          |            |                       |
| Hillside Place                | 51 Village Hill Road      | 413-586-5065 |                        |                           | √          | √          | √          |            | √          | √                     |
| Hilltop Apartments            | 51 Village Hill Road      | 413-586-5065 |                        | √                         | √          | √          | √          |            | √          | √                     |
| Laurel Ridge Apartments       | Hatfield Street           | 413-584-1910 |                        | √                         | √          | √          |            |            | √          |                       |
| Live 155                      | 155 Pleasant Street       | 413-270-8005 | √                      |                           | studio & 1 |            |            |            | √          |                       |
| The Lumber Yard               | 256 Pleasant & Holyoke St | 413-731-2706 | √                      |                           | √          | √          | √          |            | √          |                       |
| Meadowbrook Apartments        | 491 Bridge Road           | 413-584-7590 |                        | √                         | √          | √          | √          | √          | √          | √                     |
| North Commons at Village Hill | 140 Olander Drive         | 413-586-5065 |                        |                           | studio & 1 | √          | √          |            |            |                       |
| Prospect Place                | 737 Bridge Road           | 413-326-9350 | √                      |                           | studio & 1 | √          | √          |            | √          |                       |
| Valley School Street          | 46-48 School Street       | 413-326-9224 |                        |                           | studio & 1 | √          | √          |            |            |                       |
| Valley Millbank               |                           | 413-326-9224 |                        |                           |            |            |            |            |            |                       |
| The Villages at Hospital Hill | 1 Prince Street           | 413-586-5065 |                        |                           | √          | √          |            |            | √          |                       |
| <b>SUNDERLAND</b>             |                           |              |                        |                           |            |            |            |            |            |                       |
| Cliffside Apartments          | 248 Amherst Road          | 413-665-3958 | √                      |                           | √          | √          | √          |            |            |                       |
| Squire Village                | Amherst Road              | 413-665-2203 |                        | hot water only            | √          | √          |            |            | √          |                       |
| North 116 Flats               | 653 Amherst Road          | 413-216-0388 |                        | √                         |            |            |            |            |            |                       |
| Sugarloaf Estates             | 28 River Road             | 413-665-3856 |                        | √                         | √          | √          |            |            | √          |                       |
| <b>BELCHERTOWN</b>            |                           |              |                        |                           |            |            |            |            |            |                       |
| Crown Pointe                  | 312 Hatfield Street       | 413-323-1118 |                        | hot water only            | ?          | ?          | ?          | ?          |            |                       |
| Lord Jeffery Apartments       | 121 N. Main Street        | 413-323-5535 |                        | √                         | √          | √          |            |            | √          | √                     |

**AMHERST HOUSING AUTHORITY - HOUSING RESOURCES**

| Name                   | Address                | Phone Number | All Utilities Included | Heat & Hot Water Included | 1 bedrooms | 2 bedrooms | 3 bedrooms | 4 bedrooms | Accessible | Apartment has subsidy |
|------------------------|------------------------|--------------|------------------------|---------------------------|------------|------------|------------|------------|------------|-----------------------|
| Mill Hollow Apartments | 133 Jabish Street      | 413-323-5535 |                        | √                         | √          |            |            |            | √          | √                     |
| <b>GREENFIELD</b>      |                        |              |                        |                           |            |            |            |            |            |                       |
| Greenfield Gardens     | 2 Pray Street          | 413-772-8710 | √                      |                           |            |            |            |            |            | √                     |
| Leydon Woods           | 24 Aster Court         | 413-774-4708 |                        | √                         |            |            |            |            | √          | √                     |
| Leydon Woods           | Princeton Terrace      | 413-253-3400 |                        |                           |            |            |            |            |            |                       |
| Pine Ridge Estates     | Bradford Drive         | 413-772-8701 |                        | √                         |            |            |            |            | √          |                       |
| <b>SOUTH HADLEY</b>    |                        |              |                        |                           |            |            |            |            |            |                       |
| Riverboat Village      | Riverboat Village Road | 413-532-9461 |                        |                           | √          | √          | √          |            | √          | √                     |
| <b>HOLYOKE</b>         |                        |              |                        |                           |            |            |            |            |            |                       |
| Holyoke Farms          | 87 Farnum Drive        | 413-524-3413 |                        | √                         |            | √          | √          |            | √          | √                     |
| Holyoke Hill           | 360 1/2 Tokeneke Road  | 413-524-3963 |                        | √                         |            | √          | √          |            |            | √                     |
| Jarvis Heights         | 5 Gerard Way           | 413-532-3709 |                        | √                         |            | √          | √          | √          | √          | √                     |
| <b>HADLEY</b>          |                        |              |                        |                           |            |            |            |            |            |                       |
| University Crossing    | 36 Greenleaves Drive   | 413-256-0600 |                        |                           | √          | √          | √          |            | √          | √                     |
| Woodland Crossing      | 30 Greenleaves Drive   | 413-256-0066 |                        | √                         | √          |            |            |            | √          | √                     |
| <b>TURNERS FALLS</b>   |                        |              |                        |                           |            |            |            |            |            |                       |
| Park Villa             | Turnpike Road          | 413-863-9346 |                        | √                         |            |            |            |            | √          | √                     |
| Power Town Apartments  | 152 Avenue A           | 413-863-9433 |                        | √                         |            |            |            |            | √          | √                     |

# How to Spot and Avoid Rental Scams



**Protect yourself when searching for affordable housing.**

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

## When Searching for a Rental

### 1 Copycat Listings

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

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



### 2 Prices That Seem Too Good

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



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

### 3 "Landlords" Who Are Out of Town

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

 Never pay before seeing the property in person.

**SCAM ALERT**



### 4 Requests for Upfront Payments

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

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

### 5 Pressure to Act Fast

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



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

### 6

### Strange Communication Channels



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

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

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

### 7 Fake or Spoofed Websites

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

**affordablehousing@outlook.com**

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



### 8 Fake Leases or Documents

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

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



### 9 After You Move In

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



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

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

### 1 Fake "Section 8" Websites

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

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

### 2 People Selling Vouchers or Guaranteed Placement

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



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

### 3

### Impersonators Claiming to Work for a Housing Authority

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

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



## How to Stay Safe

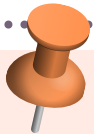
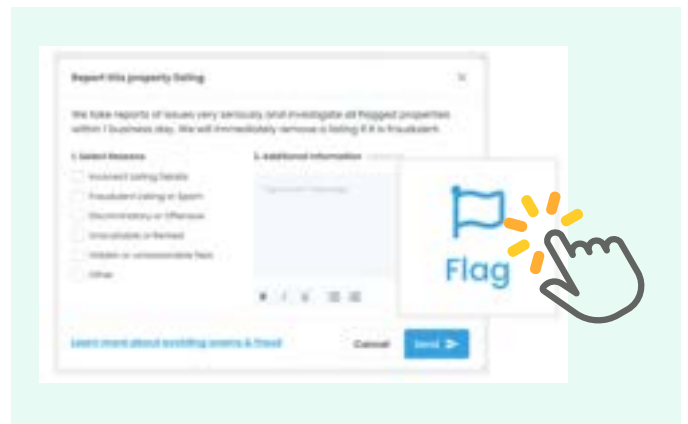
- ☐ Never pay before seeing the home in person.
- ☐ Check the “Member Since” date on AffordableHousing.com and look for the Trusted Owner badge.
- ☐ Avoid payments by wire, Zelle, Cash App, or gift cards.
- ☐ If it feels off, pause and contact AffordableHousing.com Customer Support



## Report Suspicious Listings

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

Our team reviews every report to help keep renters safe.



## Reminder

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

Visit AffordableHousing.com for trusted listings and verified owners.



## Got Questions? We're here to help.

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

Call: (866) 466-7328

Email: [support@affordablehousing.com](mailto:support@affordablehousing.com)

Chat: Click “Chat With US” to start a chat on AffordableHousing.com



## Ten Tips for Tenants

*Know your rights when you rent a house or apartment. This information is available through the HUD website [www.hud.gov](http://www.hud.gov) under Rental Assistance, More About Renting, Ten tips every tenant should know or you may access these tips directly at [www.nolo.com/legal-encyclopedia/ten-tips-tenants-29446.html](http://www.nolo.com/legal-encyclopedia/ten-tips-tenants-29446.html).*

### **Tip 1: Bring your paperwork.**

The best way to win over a prospective landlord is to be prepared. To get a competitive edge over other applicants, bring the following when you meet the landlord: a completed rental application; written references from landlords, employers, and colleagues; and a current copy of your credit report.

#### To Get a Copy of Your Credit Report

You can order your credit report by mail, phone, or online at [www.annualcreditreport.com](http://www.annualcreditreport.com) or directly from the websites of the three major national credit bureaus:

- Equifax: [www.equifax.com](http://www.equifax.com)
- Experian: [www.experian.com](http://www.experian.com)
- TransUnion: [www.transunion.com](http://www.transunion.com)

### **Tip 2: Review the lease.**

Carefully review all of the conditions of the tenancy before you sign on the dotted line. Your lease or rental agreement may contain a provision that you find unacceptable -- for example, restrictions on guests, pets, design alterations, or running a home business. Ask questions; make sure you fully understand the lease.

### **Tip 3: Get everything in writing.**

To avoid disputes or misunderstandings with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understandings. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.

### **Tip 4: Protect your privacy rights.**

Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over the tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy rights, for example, the amount of notice your landlord must provide before entering, it will be easier to protect them.



**Tip 5: Demand repairs.**

Know your rights to live in a habitable rental unit—and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water, and electricity; and clean, sanitary, and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent, to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent.

**Tip 6: Talk to your landlord.**

Keep communication open with your landlord. If there's a problem -- for example, if the landlord is slow to make repairs -- talk it over to see if the issue can be resolved short of a nasty legal battle.

*Keep in mind, your first line of contact is the on-site manager. If an issue cannot be resolved at this level, it should be directed to the on-site manager's supervisor. Legal action should be the last course of action.*

**Tip 7: Purchase renter's insurance.**

Your landlord's insurance policy will not cover your losses due to theft or damage. Renters' insurance also covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness. Renters' insurance typically costs \$350 a year for a \$50,000 policy that covers loss due to theft or damage caused by other people or natural disasters; if you don't need that much coverage, there are cheaper policies.

**Tip 8: Protect your security deposit.**

To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions. When you move in, do a walk-through with the landlord to record existing damage to the premises on a move-in statement or checklist.

**Tip 9: Protect your safety.**

Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal, and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you.

**Tip 10: Deal with an eviction properly.**

Know when to fight an eviction notice -- and when to move. If you feel the landlord is clearly in the wrong (for example, you haven't received proper notice, the premises are uninhabitable), you may want to fight the eviction. But unless you have the law and provable facts on your side, fighting an eviction notice can be short-sighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and your ability to easily rent from future landlords.



# Tips for HCV Unit Search



## Explore where you want to live.

With your voucher in hand, it's time to search for housing. In determining which neighborhoods you might like to live in, consider the things that are most important for your family in your new community.

Consider personal priorities and needs such as:

- ☒ Schools
- ☒ Transportation
- ☒ Access to community resources
- ☒ Grocery stores including any specialty grocery stores
- ☒ Social and family supports
- ☒ Places of worship
- ☒ When the unit is available



## Start your search.

Check with the local housing authority. Participants should ask public housing agencies (PHAs) for a list of landlords that have expressed an interest in participating in the voucher program. The housing authority should also know of any local property listing services.

In addition to talking with the local housing authority, check out some of these well-known property services:

- ☒ AffordableHousing.com
- ☒ Realtor.com
- ☒ Apartments.com



## Set aside time to visit units.

Be sure to visit units in person to make sure they meet your needs. Don't be afraid to ask questions. It may be helpful to visit units during the day and also the evening as well as different days of the week.

## Come prepared.

Some landlords are not familiar with the voucher program. There are resources on the landlord page at [www.hud.gov/hcv](http://www.hud.gov/hcv) to explain the benefits of the program to landlords.

Typical documents that are requested by landlords include forms of identification (such as driver's license, social security card, etc.) and a completed rental application.

It is important to have ready names and contact information for prior landlords and personal references, the Request for Tenancy Approval packet, and explanations of anything that may show up on a credit or criminal history screening.

## Know your rights.



The [Fair Housing Act](#) protects people from housing-related discrimination. People may not be discriminated against on the basis of race, color, national origin, religion, sex (including gender identity or sexual orientation), familial status, or disability. If you believe your rights may have been violated, please visit our website to [report housing discrimination](#).

In addition, some communities have adopted laws that prohibit landlords from discriminating against voucher holders. Some properties are required to accept vouchers as a source of rent payments. Learn more at the [HUD Source of Income website](#) (available at [www.hud.gov/hcu](http://www.hud.gov/hcu)).

## Know what to avoid.

Here is a list of things to avoid when looking for a unit:

-  Units renting much higher than the payment standard
-  Units that you or someone in your family owns
-  Units that won't pass an inspection (serious health or safety defects, significant repairs)



Beware of scammers that will waste your time and money. Do not provide identifiable information about yourself until you have seen a unit and are in the process of filling out an application. **You should never have to pay money to see a unit.**

## Budget for housing search.



Some landlords will require application and other fees. Have funds available to apply for units and pay for security deposits, if necessary.

## Don't get discouraged.

It can take a while to find a rental unit that meets your family's needs. Most families can successfully lease with their voucher, but it might take some time. Keep searching!



**Ask the PHA about its policy on voucher extensions if you need more time for your housing search.**



To learn about additional HCV tenant resources, see: <https://www.hud.gov/hcu/tenants>. Also contact your [PHA](#) for more information.

This material is based upon work supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the U.S. Government or any agency thereof. Opinions expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or by any HUD program.



### Information for Prospective Landlords

1. **Tenant Approval by Owner:** Although the Amherst Housing Authority (AHA) has determined a family to be eligible for the Section 8 program, the owner must approve the family as a suitable renter. The owner is responsible for tenant screening.

The Amherst Housing Authority can assist in this process by providing names and addresses of current and past landlords of program participants upon request. Regardless, we strongly urge all owners to thoroughly screen all prospective tenants. A variety of resources are available to owners to assist with screening, including reviewing housing court records and running credit checks. We recommend consulting your local landlord association for further information regarding tenant screening.

2. **Security Deposits:** The Amherst Housing Authority is not liable for damages, unpaid rent, vacancy loss, or any other claims under your lease with your tenant. Owners may collect a full security deposit (not to exceed the amount of the first month's rent) from the tenant. The owner must comply with all aspects of Massachusetts state law regarding the collection and use of security deposits.
3. **Submission of Request for Tenancy Approval (RFTA):** If you decide to rent to the tenant, you will need to complete and sign the *Request for Tenancy Approval* form and submit it to the Amherst Housing Authority along with the attached forms and a copy of the proposed lease.

HUD also requires that you provide proof of legal ownership of any unit you rent under the Section 8 program. You may do this by providing a copy of the property deed and a copy of a recent tax bill.

**Amherst Housing Authority is the Managing Agent for the Belchertown and Hadley Housing Authorities**

**This is an important document. Please contact Amherst Housing Authority at 413.256.0206 for free language assistance.**

Este es un documento importante. Comuníquese con la Autoridad de Vivienda de Amherst al 413.256.0206 para obtener asistencia lingüística gratuita. - Sa a se yon dokiman enpòtan. Tanpri kontakte Amherst Housing Authority nan 413.256.0206 pou jwenn asistans lang gratis. - Isso é um documento importante. Entre em contato com a Amherst Housing Authority pelo telefone 413.256.0206 para obter assistência linguística gratuita. - Eto vazhnyy dokument. Pozhaluysta, svyazhites' s Zhilishchnym upravleniyem Amkhersta po telefonu 413.256.0206 dlya polucheniya besplatnoy yazykovoy pomoshchi - Zhè shì yī fèn zhòngyào wénjiàn. Qǐng zhìdiàn 413.256.0206 Liánxì à mò sī tè zhǔfáng guǎnlǐ jú yǐ huòdé miǎnfèi yǔyán bāngzhù. - igeos-eun jung-yohan munseoibnida. mulyo eon-eo jiwon-eul bad-eulyeomyeon Amherst Housing Authority(413.256.0206)e mun-uihaseyo.



4. **Lease:** You must sign a lease with the tenant for a minimum of one year. The lease must include:
- Names of the owner and tenant
  - Unit address
  - Term of the lease, including initial term and any provision for renewal
  - Amount of monthly rent to owner
  - Specification of what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family
  - HUD's Tenancy Addendum

5. **Rent Review:** After the RFTA and proposed lease have been submitted, the AHA will determine if the rent is reasonable and affordable to the tenant.

The proposed rent for the unit must be compared with the rent for other unassisted units in the private rental market, considering size, location, condition, and amenities.

The tenant's housing costs (rent and utilities) cannot exceed 40% of their gross monthly adjusted income. If the unit is not affordable, the AHA will notify the owner and the tenant. You may negotiate a lower rent if you are willing.

6. **Unit Inspection:** After the RFTA, proposed lease, and rent have been reviewed, the AHA will need to conduct a Housing Quality Standards inspection. If the unit does not pass inspection, repairs will be required to bring the unit into compliance with program standards.
- The AHA cannot make any subsidy payments on a unit until it passes inspection.
  - The unit must be completely vacant prior to inspection (unless the voucher holder currently resides in the unit), and the inspector must have access to the basement and all common areas
  - If the building was built prior to 1978 and is to be occupied by a family with children under the age of 6, you must provide a Letter of Lead Compliance from a licensed de-leading inspector. It must state that the unit and relevant common areas comply with the Massachusetts Lead Law, MGL Ch. 111s, 190-191.
7. **Contract and Lease Signed:** If the unit meets the program requirements and the tenancy can be approved, the Amherst Housing Authority will enter into a Housing Assistance Payments (HAP) contract with the owner, and the family will enter into a lease with the owner. The lease must include the HUD Tenancy Addendum. In any instances of conflict between the owner's lease and the Tenancy Addendum, the Tenancy Addendum will prevail.

The HAP contract must be signed within 60 days of the lease's effective date. If it is not signed within 60 days, the contract will be void.

8. **Rent Payments Made:** After the HAP contract has been signed by the owner and returned to the AHA, the AHA makes its initial HAP payment and continues to make monthly payments to the owner. This continues as long as the family meets program eligibility criteria and the housing unit remains eligible under the program.

If you have questions or concerns, please contact the Section 8 department staff

You may also want to consult the HUD HCV Landlord Resources webpage:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/landlord](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord)

# Request for Tenancy Approval

Housing Choice Voucher Program

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

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

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

|                                                                             |                       |                     |                                                                                                     |                         |                                       |
|-----------------------------------------------------------------------------|-----------------------|---------------------|-----------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------|
| 1. Name of Public Housing Agency (PHA)                                      |                       |                     | 2. Address of Unit (street address, unit #, city, state, zip code)                                  |                         |                                       |
| 3. Requested Lease Start Date                                               | 4. Number of Bedrooms | 5. Year Constructed | 6. Proposed Rent                                                                                    | 7. Security Deposit Amt | 8. Date Unit Available for Inspection |
| 9. Structure Type                                                           |                       |                     | 10. If this unit is subsidized, indicate type of subsidy:                                           |                         |                                       |
| <input type="checkbox"/> Single Family Detached (one family under one roof) |                       |                     | <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR)               |                         |                                       |
| <input type="checkbox"/> Semi-Detached (duplex, attached on one side)       |                       |                     | <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME                                   |                         |                                       |
| <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides)         |                       |                     | <input type="checkbox"/> Section 236 (insured or uninsured)                                         |                         |                                       |
| <input type="checkbox"/> Low-rise apartment building (4 stories or fewer)   |                       |                     | <input type="checkbox"/> Section 515 Rural Development                                              |                         |                                       |
| <input type="checkbox"/> High-rise apartment building (5+ stories)          |                       |                     | <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____ |                         |                                       |
| <input type="checkbox"/> Manufactured Home (mobile home)                    |                       |                     |                                                                                                     |                         |                                       |

## 11. Utilities and Appliances

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

| Item             | Specify fuel type                                                                                                                                                                                          | Paid by     |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Heating          | <input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other |             |
| Cooking          | <input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other                                                                 |             |
| Water Heating    | <input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other                                    |             |
| Other Electric   |                                                                                                                                                                                                            |             |
| Water            |                                                                                                                                                                                                            |             |
| Sewer            |                                                                                                                                                                                                            |             |
| Trash Collection |                                                                                                                                                                                                            |             |
| Air Conditioning |                                                                                                                                                                                                            |             |
| Other (specify)  |                                                                                                                                                                                                            |             |
|                  |                                                                                                                                                                                                            | Provided by |
| Refrigerator     |                                                                                                                                                                                                            |             |
|                  |                                                                                                                                                                                                            |             |
| Range/Microwave  |                                                                                                                                                                                                            |             |

## 12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

| Address and unit number | Date Rented          | Rental Amount        |
|-------------------------|----------------------|----------------------|
| 1. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 2. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 3. <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

## c. Check one of the following:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- ☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

**OMB Burden Statement:** The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

|                                                  |                   |                                      |                   |
|--------------------------------------------------|-------------------|--------------------------------------|-------------------|
| Print or Type Name of Owner/Owner Representative |                   | Print or Type Name of Household Head |                   |
| Owner/Owner Representative Signature             |                   | Head of Household Signature          |                   |
| Business Address                                 |                   | Present Address                      |                   |
| Telephone Number                                 | Date (mm/dd/yyyy) | Telephone Number                     | Date (mm/dd/yyyy) |

**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, U.S. 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.

# Tenant Lead Law Notification

## What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

## What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

## How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonlead paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

## How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

## What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

## **Can regular home repairs cause lead poisoning?**

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

## **What can you do to prevent lead poisoning?**

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571 or [www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp). You can also check with your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

## **How do you find out where lead paint hazards may be in a home?**

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. There is a list of licensed lead inspectors and risk assessors at [www.mass.gov/cph/clppp](http://www.mass.gov/cph/clppp).

## **In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?**

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be deleaded or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling

lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

### **What is a Letter of Compliance?**

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been deleaded. The letter is signed and dated by a licensed lead inspector.

### **What is a Letter of Interim Control?**

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

### **Where can I learn more about lead poisoning?**

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program (CLPPP)  
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)  
1-800-532-9571 or 617-624-5757  
[www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp)

Massachusetts Department of Labor and  
Workforce Development  
(List of licensed deleaders)  
617-626-6960

Your local lead poisoning prevention program  
or your Board of Health, [www.mhoa.com/roster.htm](http://www.mhoa.com/roster.htm)

U.S. Consumer Product Safety Commission  
(Information about lead in consumer products)  
1-800-638-2772 or [www.cpsc.gov](http://www.cpsc.gov)

U.S. Environmental Protection Agency, Region I  
(Information about federal laws on lead)  
617-918-1328 or [www.epa.gov/lead/](http://www.epa.gov/lead/)

National Lead Information Center  
(General lead poisoning information)  
1-800-424-Lead (or 5323)

# Tenant Certification Form

## Required Federal 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. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

## Owner'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) \_\_\_\_\_ Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) \_\_\_\_\_ Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

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

## Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all documents circled above.

(d) \_\_\_\_\_ Tenant has received no documents listed above.

(e) \_\_\_\_\_ Tenant has received the Massachusetts Tenant Lead Law Notification.

## Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification 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.

|              |      |              |      |
|--------------|------|--------------|------|
| Owner/Lessor | Date | Owner/Lessor | Date |
| Tenant       | Date | Tenant       | Date |
| Agent        | Date | Agent        | Date |

## Owner/Managing Agent Information for Tenant (Please Print):

|           |        |           |
|-----------|--------|-----------|
| Name      | Street | Apt.      |
| City/Town | Zip    | Telephone |

\_\_\_\_\_ I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: \_\_\_\_\_

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

**Tenant and owner must each keep a completed and signed copy of this form.**



Amherst **Housing** Authority

 (413) 256-0206

 (413) 256-8555

 TDD 711

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

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## AMHERST HOUSING AUTHORITY SECTION 8 INSPECTION POLICY

The Section 8 Housing Choice Voucher Program requires that every unit funded under the Section 8 Program be inspected on an annual or biennial basis to determine compliance with HUD's Housing Quality Standards. In order to comply with this requirement, the Amherst Housing Authority (AHA) has adopted the following policy for Section 8 inspections.

1. The AHA Housing inspectors will schedule and notify Section 8 tenants in writing of the annual/biennial inspection at least 10 days prior to the inspection date. If the inspection date is not convenient for the tenant, the tenant must call the inspector immediately and reschedule.
2. Section 8 tenants or their designee must be present at the annual/biennial inspection. Their designee can be a family member over the age of 18, a friend, or maintenance/management personnel responsible for the housing unit.
3. If the inspector cannot gain access to the unit on the first scheduled visit, the inspector will send a second notice to the tenant informing them that they have missed their initial inspection and notifying them of the second inspection date.
4. If the Inspector cannot gain access to the unit for the second time, the inspector will notify the appropriate AHA staff that the tenant has missed two inspections and is not in compliant with Section 8 program requirements.
5. After two missed inspections, the AHA Section 8 staff will send the tenant a Conference Request Letter to discuss the two missed inspections, go over the Section 8 inspection policy, and explain that failure to allow the AHA to conduct its annual/biennial inspection can lead to termination from the Section 8 program. Unless there are unforeseen circumstances, the AHA staff will arrange an appropriate time with the tenant to have the inspector conduct the inspection.
6. If the tenant fails to attend the conference on the date and time specified in the Conference Request Letter without calling first to reschedule, or fails to be present at the rescheduled inspection, the tenant will be sent a Notice of Termination of Section 8 program assistance.

**Amherst Housing Authority is the Managing Agent for the Belchertown and Hadley Housing Authorities**

**This is an important document. Please have it translated.**

Este é um documento importante. Por favor, ele tem traduzido. ~ 这是一份重要文件。它有请翻译了。  
Este es un documento importante. Por favor, se han traducido. ~ Это важный документ. Пожалуйста его перевели.  
ĐÂY LÀ MỘT TÀI LIỆU QUAN TRỌNG. XIN VUI LÒNG NÓ ĐÃ DỊCH. ~ 이것은 중요 한 문서 이다. 제발 번역 했다.  
Il s'agit d'un document important. S'il vous plaît il ont traduit. ~ ہے کیا ترجمہ یہ مہربانی براہ - ہے دستاویز اہم ایک یہ -

**Equal Housing Opportunity**



# APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...  
IS FRAUD WORTH IT?**

## Do You Realize...

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

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

## Do You Know...

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

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

## So Be Careful!

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

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

**(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees:** HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

## Ask Questions

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

## Watch Out for Housing Assistance Scams!

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

## Report Fraud

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



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410



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



## ***What You Should Know About EIV***

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

#### **What is EIV?**

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

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

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

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

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

#### **What is the EIV information used for?**

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

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

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

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

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

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

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

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

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

#### **What are my responsibilities?**

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

***February 2010***

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

### **What are the penalties for providing false information?**

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

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

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

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

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

### **What do I do if the EIV information is incorrect?**

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

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

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

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

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

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

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

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

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

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/eiv](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/eiv)

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

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

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

Signature

Date

## **AMHERST HOUSING AUTHORITY GROUNDS FOR TERMINATION OF SECTION 8 ASSISTANCE**

HUD requires the Amherst Housing Authority to terminate assistance for certain actions or inactions of the family, and when the family no longer requires assistance due to increases in family income. HUD permits the Amherst Housing Authority to terminate assistance for certain other actions or inactions of the family. In addition, a family made decide to withdraw from the program at any time by notifying the AHA.

### **MANDATORY TERMINATION OF ASSISTANCE:**

HUD requires the AHA to terminate housing assistance in the following circumstances:

1. **Eviction [24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)]**: The AHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases the AHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take alternative measures.

After considering all factors involved in the case, the AHA may, on a case-by-case basis, choose not to terminate assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests.

2. **Failure to Provide Consent [24 CFR 982.552(b)(3)]**: The AHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a regular or interim reexamination.

3. **Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]**: The AHA must terminate assistance if: (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship

and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the AHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

4. **Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2012-10]**: The AHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number. However, if the family is otherwise eligible for continued program assistance, and the AHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the AHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the AHA determined the family to be noncompliant.

The AHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

5. **Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]**: The AHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

6. **Lifetime Registered Sex Offenders [Notice PIH 2012-28]**: Should the AHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the AHA must immediately terminate assistance for the household member. In this situation, the AHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the AHA must terminate assistance for the household.

7. **Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]**: If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with his/her parents in an HCV assisted household, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the AHA must terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit. If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and AHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

8. **Death of the Sole Family Member [24 CFR 982.311(d) and Notice PIH 2010-9]**: The AHA must immediately terminate program assistance for deceased single member households.

## **OTHER CAUSE FOR TERMINATION OF ASSISTANCE:**

The Amherst Housing Authority may terminate assistance for Section 8 HCV program participants if they violate any of the Family Obligations, which are listed below:

### **FAMILY OBLIGATIONS:**

A. When the family's unit is approved, and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program.

B. The family (including each family member) must:

1. Supply any information that the AHA or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply and information requested by the AHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the AHA in writing when the family is away from the unit for an extended period, which is defined as any period greater than 30 calendar days. Written notice must be provided to the AHA at the start of the extended absence.
5. Allow the AHA to inspect the unit at reasonable times after reasonable notice.
6. Notify the AHA and the owner in writing before moving out of the unit or terminating the lease. The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the AHA at the same time the owner is notified.
7. The family must promptly give the AHA a copy of any owner eviction notice.
8. Use the assisted unit for residence by the family. The unit must be the family's only residence.
9. Promptly notify the AHA in writing of the birth, adoption, or court-awarded custody of a child.
10. Request AHA written approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The AHA will determine eligibility of the new member. If the AHA has given approval, a foster child or live-in aide may reside in the unit.
11. Promptly notify the AHA in writing if any family member no longer lives in the unit.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease. The family is responsible for specific HQS breaches caused by the family. As described in 24 CFR 982.404(b).

C. All information supplied by the family must be true and complete. The family must document all changes in income, assets, and family size in writing within ten (10) days. Failure to document income or household changes within 10 days may cause an overpayment of subsidy and may

lead to termination of assistance and/or the requirement to re-pay subsidy overpaid on the family's behalf.

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

1. Own or have an interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violations of the lease. Serious or repeated lease violations will include, but not be limited to, non-payment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Any incidents of, or criminal activity related to, domestic violence, dating violence, or stalking, will not be construed as serious or repeated lease violations by the victim.
3. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed a family member.
6. Receive Housing Choice Voucher program housing assistance while receiving another subsidy for the same unit, or a different unit under any other Federal, State, or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises. Damages beyond normal wear and tear will be defined as damages that could be assessed against the security deposit.
8. Receive Housing Choice Voucher program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the AHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

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## AMHERST HOUSING AUTHORITY (AHA)

### Section 8 Program

#### Procedures for Informal Reviews and Hearings

**OVERVIEW:** Both applicants and participants have the right to disagree with, and appeal, certain decisions of the AHA that may adversely affect them. The process for applicant appeals of AHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.”

#### **INFORMAL REVIEWS:**

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554] and need not be as elaborate as the informal hearing requirements [Federal Register 60, no. 127 (3 July 1995): 34690].

#### **Decisions Subject to Informal Review:**

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the AHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

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**Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:**

- Discretionary administrative determinations by the AHA
- General policy issues or class grievances
- A determination of the family unit size under the AHA subsidy standards
- A determination made by the AHA not to approve an extension or suspension of a voucher term
- A determination made by the AHA not to grant approval of the tenancy
- A determination made by the AHA that the unit is not in compliance with the HQS
- A determination made by the AHA that the unit is not in accordance with the HQS due to family size or composition

The AHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

**Notice to the Applicant [24 CFR 982.554(a)]:**

The AHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

**Scheduling an Informal Review:** A request for an informal review must be made in writing and delivered to the AHA either in person or by first class mail by the close of the business day, no later than 10 business days from the date of the AHA's denial of assistance. The AHA must schedule and send written notice of the informal review within 10 business days of the family's request.

**Informal Review Procedures [24 CFR 982.554(b)]:**

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person. The applicant must be provided an opportunity to present written or oral objections to the decision of the AHA.

**Informal Review Decision [24 CFR 982.554(b)]:**

The AHA must notify the applicant of the AHA's final decision, including a brief statement of the reasons for the final decision. In rendering a decision, the AHA will evaluate the following matters:

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- Whether or not the grounds for denial were stated factually in the notice to the family.
- The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.
- The validity of the evidence. The AHA will evaluate whether the facts presented prove the grounds for denial of assistance.
- If the facts prove that there are grounds for denial, and the denial is required by HUD, the AHA will uphold the decision to deny assistance. If the facts prove the grounds for denial, and the denial is discretionary, the AHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The AHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand, and the family will be so notified.

### **INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]:**

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

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

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

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### **Decisions Subject to Informal Hearing:**

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

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

### **Circumstances for which an informal hearing is not required are as follows:**

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

The AHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

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## **Informal Hearing Procedures:**

### **Notice to the Family [24 CFR 982.555(c)]:**

When the AHA makes a decision that is subject to informal hearing procedures, the AHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

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

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

In cases where the AHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of the AHA.

A brief statement of the reasons for the decision, including the regulatory reference.

The date the proposed action will take place.

A statement of the family's right to an explanation of the basis for the AHA's decision.

A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

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### **Scheduling an Informal Hearing [24 CFR 982.555(d)]:**

When an informal hearing is required, the AHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

A request for an informal hearing must be made in writing and delivered to the AHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the AHA's decision or notice to terminate assistance.

The AHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the AHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the AHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The AHA will reschedule the hearing if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

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

Participants and the AHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any AHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the AHA does not make the document available for examination on request of the family, the AHA may not rely on the document at the hearing.

The AHA hearing procedures may provide that the AHA must be given the opportunity to examine at the AHA offices before the hearing, any family documents that are directly relevant to the hearing. The AHA must be allowed to copy any such document at the AHA's expense. If the family does not make the document available for examination on request of the AHA, the family may not rely on the document at the hearing.

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For the purpose of informal hearings, *documents* include records and regulations.

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

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

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

**Informal Hearing Officer [24 CFR 982.555(e)(4)]:**

Informal hearings will be conducted by a person or persons approved by the AHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision. The AHA's Executive Director will designate the informal hearing officer. This person can be anyone other than the person who made or approved the decision under review, or a subordinate of such person.

**Attendance at the Informal Hearing:** Hearings may be attended by a hearing officer and the following applicable persons:

An AHA representative(s) and any witnesses for the AHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the AHA as a reasonable accommodation for a person with a disability

**Conduct at Hearings:** The person who conducts the hearing may regulate the conduct of the hearing in accordance with the AHA's hearing procedures [24 CFR 982.555(4)(ii)].

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**Equal Housing Opportunity**

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

**Evidence [24 CFR 982.555(e)(5)]:** The AHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence:

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the AHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

**Hearsay Evidence** is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision. If either the AHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence. Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

**Procedures for Rehearing or Further Hearing:** The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the AHA will take effect and another hearing will not be granted.

In addition, within 10 business days after the date of the hearing officer's report is mailed to the AHA and the participant, the AHA or the participant may request a rehearing or a further hearing. Such request must be made in writing and postmarked or hand-delivered to the hearing officer and to the other party within the 10 business day period.

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The request must demonstrate cause, supported by specific references to the hearing officer's report, why the request should be granted.

A rehearing or further hearing may be requested for the purpose of rectifying any obvious mistake of law made during the hearing or any obvious injustice not known at the time of the hearing.

It shall be within the sole discretion of the AHA to grant or deny the request for further hearing or rehearing. A further hearing may be limited to written submissions by the parties, in the manner specified by the hearing officer.

**Hearing Officer's Decision [24 CFR 982.555(e)(6)]:**

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

In rendering a decision, the hearing officer will consider the following matters:

**AHA Notice to the Family:** The hearing officer will determine if the reasons for the AHA's decision are factually stated in the Notice.

**Discovery:** The hearing officer will determine if the AHA and the family were given the opportunity to examine any relevant documents in accordance with AHA policy.

**AHA Evidence to Support the AHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the AHA's conclusion.

**Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and AHA policies. If the grounds for termination are not specified in the regulations or in compliance with AHA policies, then the decision of the AHA will be overturned.

The hearing officer will issue a written decision to the family and the AHA no later than 10 business days after the hearing. The report will contain the following information:

- **Hearing information:**  
Name of the participant;

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Date, time, and place of the hearing;

Name of the hearing officer;

Name of the AHA representative; and

Name of family representative (if any).

- **Background:** A brief, impartial statement of the reason for the hearing.
- **Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- **Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- **Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the AHA's decision.
- **Order:** The hearing report will include a statement of whether the AHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the AHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

**Issuance of Decision [24 CFR 982.555(e)(6)]:** A copy of the hearing report must be furnished promptly to the family.

The hearing officer will mail a "Notice of Hearing Decision" to the AHA and to the participant on the same day. This notice will be sent by first-class mail. The participant will be mailed the original "Notice of Hearing Decision" and a copy of the proof of mailing. A copy of the "Notice of Hearing Decision" will be maintained in the PHA's file.

**Effect of Final Decision [24 CFR 982.555(f)]:** The AHA is not bound by the decision of the hearing officer for matters in which the AHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

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If the AHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the AHA must promptly notify the family of the determination and the reason for the determination.

The Executive Director has the authority to determine that the AHA is not bound by the decision of the hearing officer because the AHA was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, the Executive Director will mail a "Notice of Final Decision" to the participant and their representative. The "Notice of Final Decision" will be sent by first-class mail. A copy of this notice, along with the original proof of mailing, will be maintained in the AHA's file.

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, the PHA will provide competent interpretation services, free of charge.

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# Calculation of Income and Family Rent Portion for the Housing Choice Voucher Program



This flyer provides a basic overview of how a public housing agency (PHA) determines payment standard and calculates income and the family rent portion for Housing Choice Voucher tenants.

## Q What is a payment standard and can I go over that amount?

The payment standard is the maximum monthly amount that the PHA will pay for rent plus utilities. The PHA establishes payment standards according to bedroom size. The payment standard used for a family is the lower of:

- ✓ The payment standard for the family unit size indicated on their voucher OR
- ✓ The payment standard for the size of the unit leased by the family
- ✓ People with disabilities may request a payment standard exception of up to 120% from the PHA as a reasonable accommodation to allow the rental of a unit that meets their disability-related needs.

The payment standard is not a rent limit. In some cases, you can choose a more expensive unit. But you would have to pay the difference.

## Q How does the owner get paid under the Housing Choice Voucher Program?

The payment is made of two parts.

- ✓ The PHA will calculate the portion of the rent amount that you will pay the owner. Typically, this will be 30 percent of your family's monthly adjusted income. The exact amount varies depending on which utilities are your responsibility. Typically this amount is referred to as the **Family Rent Portion** or **Total Tenant Payment**.
- ✓ The PHA pays the **Housing Assistance Payment** or HAP. HAP is the difference between the **Family Rent Portion** and either the **gross rent (the cost of rent plus any tenant-paid utilities)** or the **payment standard**.

## Q How does the PHA typically determine the Family Rent Portion?

1. The PHA determines your annual income.
2. The PHA determines your annual adjusted income by subtracting any mandated or other deductions.
3. The PHA divides the annual adjusted income by 12 (months) to determine your monthly adjusted income.
4. The PHA will determine which is the highest of
  - The monthly income x 10%
  - The monthly adjusted income x 30%
  - For families receiving welfare, the portion of welfare that is set aside for housing costs (in certain states)



The highest amount will be the Family Rent Portion.

## How does the PHA determine an annual income?

For initial admissions or recertifications that take place in between annual recertifications—known as interim recertifications—PHAs must use anticipated income (current income) (i.e., the family’s estimated income for the upcoming 12-month period).

For annual recertifications, the PHA must determine the family’s income from the past 12 months. The PHA will adjust this amount for the recertification to show current income adjustments. Adjustments include changes related to interim recertifications.

PHAs may use income verification from another federal means-tested program such as a public assistance program to verify gross annual income.

## What is included in my annual income?

To estimate the family’s income for the upcoming 12-month period, the PHA will include:

-  All amounts from all sources not excluded in [24 CFR 5.609\(b\)](#) for each adult family member 18 years or older or the head of household or their spouse.
-  Unearned income by or on behalf of each dependent under 18 years.
-  Income from [net family assets with certain exceptions](#).

## How is my annual income adjusted?

[Adjustments](#) to annual income can include required (also called “mandatory”) deductions such as those for dependents, elderly or disabled households. Mandatory deductions can include [health and medical care expenses and also reasonable attendant care and auxiliary apparatus expenses](#). The medical and attendant deductions are for costs you have paid and not been repaid for. They are above certain percentages of the annual income as phased in under certain circumstances or adjusted by hardship exemptions. Another required deduction is for reasonable child-care expenses if a family member needs child care to be able to work or go to school. A PHA might establish additional deductions.

## How often is family rent portion calculated?

Family rent portion is calculated at move-in and recertification. You must also report changes in income that take place. A household or family should request a PHA review their family’s income between annual reviews if there are changes in a family situation or if there is a significant change in income.

Increases in income of 10% or more also require a PHA to review a household’s income in an interim recertification. A series of smaller reported increases in adjusted income that equal or exceed 10% will also require a review to assess if the rent needs to be changed. Ask your PHA about any exceptions.



For more HCV tenant resources, visit HCV Applicant and Tenant Resources at <https://www.hud.gov/helping-americans/housing-choice-vouchers-tenants>.



*Contact your local PHA for more information about any additional income included or excluded or additional deductions. To receive deductions or exclusions, you may need to provide proof of eligibility.*

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

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

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

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact Amherst Housing Authority, 33 Kellogg Avenue, Suite 81. Amherst, MA 01002. or go to HUD's website. You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

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

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

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

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

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

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

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

Contact Amherst Housing Authority, 413-256-0206

33 Kellogg Avenue, Suite 81, Amherst, MA 01002

. The VAWA emergency transfer plan

includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

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

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

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

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

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

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

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

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

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

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

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

**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact Amherst Housing Authority, 33 Kellogg Ave, Suite 81, Amherst, MA 01002. . Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting HUD Boston Field Office, 10 Causeway Street, Boston, MA 02222. 617-994-8200 . You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

**Need further help?**

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact Safe Passage, 76 Carlon Drive, Northampton, MA 01060 413-586-1125 .

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

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

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

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

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

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

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

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

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

**What if I require this information in a language other than English?** To read this in Spanish or another language, please contact

Amherst Housing Authority, 33 Kellogg Avenue, Suite 81. Amherst, MA 01002. or go to HUD's website. You can read translated VAWA forms at

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](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 Safe Passage, 76 Carlon Drive, Northampton, MA 01060, 413-586-1125.

**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?

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

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

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

*Dating violence* means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

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

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

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

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

---

**Signature**

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**Date**

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



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## Protect Your Voucher

The Amherst Housing Authority (AHA) provides you with rental assistance through the Housing Choice Voucher Program. This assistance enables you to provide a safe and decent home for your family. Your voucher is valuable to you and your family. There are certain things that could cause you to lose it. We want to help you avoid these things. Please read this reminder carefully and make sure that you protect your voucher.

### **The rules for the program are simple:**

- Pay your share of the rent on time every month. If you get evicted, you could lose your voucher;
- When we request that you provide documents to us, please provide them by the deadline given or ask us for an extension if you need more time;
- Always provide true and complete information;
- Do not permit someone to move into your housing unit without approval from the AHA;
- Make sure that no family member gets involved in drug-related or violent criminal activity;
- Take care of your housing unit; do not damage it, and report maintenance problems to your landlord;
- Allow the housing authority to inspect your housing unit at reasonable times after reasonable notice.

### **Notify your housing representative in writing within 10 days if any of the following things occur:**

- The birth, adoption, or court-awarded custody of a child;
- Anyone moves out of your housing unit;
- Anyone in the family begins to receive income, regardless of the source, or has an increase in their current income;
- Anyone in the family loses income.

**Amherst Housing Authority is the Managing Agent for the Belchertown and Hadley Housing Authorities**

### **This is an important document. Please have it translated.**

Este é um documento importante. Por favor, ele tem traduzido. ~ 这是一份重要文件。它有请翻译了。  
Este es un documento importante. Por favor, se han traducido. ~ Это важный документ. Пожалуйста его перевели.  
ĐÂY LÀ MỘT TÀI LIỆU QUAN TRỌNG. XIN VUI LÒNG NÓ ĐÃ DỊCH. ~ 이것은 중요 한 문서 이다. 제발 번역 했다.  
Il s'agit d'un document important. S'il vous plaît il ont traduit. ~ ہے کیا ترجمہ یہ مہربانی براہ - ہے دستاویز اہم ایک یہ -

Make sure you review the family obligations on your voucher. If someone outside of this agency gives you advice that may affect your housing assistance and you are not sure if it violates a program rule, call or email your housing representative and ask. We will always give you the correct information about the program. Please protect your voucher.

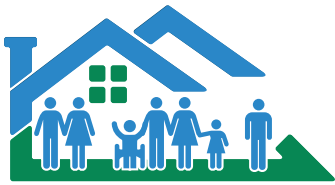
*If you or anyone in your family is a person with disabilities and you require a specific accommodation in order to fully utilize our programs and services, please contact your housing representative at 413-256-0206.*

**Amherst Housing Authority is the Managing Agent for the Belchertown and Hadley Housing Authorities**

**This is an important document. Please have it translated.**

Este é um documento importante. Por favor, ele tem traduzido. ~ 这是一份重要文件。它有请翻译了。  
Este es un documento importante. Por favor, se han traducido. ~ Это важный документ. Пожалуйста его перевели.  
ĐÂY LÀ MỘT TÀI LIỆU QUAN TRỌNG. XIN VUI LÒNG NÓ ĐÃ DỊCH. ~ 이것은 중요 한 문서 이다. 제발 번역 했다.  
Il s'agit d'un document important. S'il vous plaît il ont traduit. ~ بے کیا ترجمہ یہ مہربانی براہ - بے دستاویز اہم ایک یہ -

**Equal Housing Opportunity**



# Housing Choice Voucher Tenant Responsibilities



Participants in the Housing Choice Voucher (HCV) program have rights and responsibilities as program participants. Some responsibilities may vary, so check with your public housing agency (PHA). Learn more about your responsibilities by reading your lease.

## **Q When am I required to notify the PHA?**

- ☒ When you are away from your unit for an extended period of time.
- ☒ Before ending the lease or moving out of the unit.
- ☒ If there are changes to your family, such as a new birth or a death in your household, or if someone moves out.
- ☒ When there are changes to your family's income.

## **Q What information am I required to supply during a recertification?**

- ☒ Income information. You may be required to provide asset information based on the policy of your PHA.
- ☒ Information on each household member's immigration status.
- ☒ Each member's social security number.

## **Q What are my responsibilities regarding inspections?**

- ☒ You must allow the PHA to inspect your unit for periodic inspections, complaints, or emergencies.

## **Q What are my obligations to the unit?**

- ☒ You must follow the terms of your lease. This includes paying your rent portion and utility bills you are responsible for.
- ☒ You must maintain the unit. That includes not damaging the unit.
- ☒ You cannot participate in any drug-related or violent criminal activity and cannot commit any other crime that would threaten or bother your neighbors. You also cannot use illegal drugs or abuse alcohol in a way that bothers your neighbors.

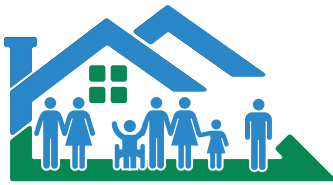


For more Housing Choice Voucher tenant resources, visit <https://www.hud.gov/hcv/tenants>



*Contact your local PHA for more information.*

This material is based upon work supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the U.S. Government or any agency thereof. Opinions expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or by any HUD program.



# Housing Choice Voucher Tenant Rights



Participants in the Housing Choice Voucher (HCV) program have rights and responsibilities as program participants. Some rights may vary, so check with your public housing agency (PHA). Learn more about your rights by reading your lease.

## **Q When can I request an informal hearing?**

☒ If you think your public housing agency (PHA) applied a policy incorrectly, you can contest your PHA's decision related to:

- Your annual income calculation.
- Your rent portion.
- The Housing Assistance Payment (HAP) amount sent to the property owner.
- The appropriate utility allowance for your unit.
- The subsidy standard applied to your household. In other words, the number of bedrooms your family qualifies for under the PHA's policy.
- A determination to end your assistance because of your action or failure to act.
- A determination to end your assistance because your family was absent from the unit.

## **Q When can I request repairs to my unit?**

☒ Any time a repair is needed to make your home safe and habitable. If the property owner refuses to make needed repairs to your unit, you may request an inspection from the PHA. The inspection should encourage the owner to make the repair. If the owner refuses to make the repair, the PHA will eventually stop HAP payments and terminate the contract. The PHA will give you a voucher to move.

## **Q What is a reasonable accommodation? When can I receive a reasonable accommodation?**

☒ A reasonable accommodation is a change to your PHA's policy or process that allows a person with a disability an equal opportunity to participate in the program. Your PHA can tell you how to request a reasonable accommodation.

☒ Examples of a reasonable accommodation include:

- A larger voucher size to allow a person with a disability to have a live-in-aide.
- A sign language interpreter during a public PHA meeting so a person with hearing loss can participate.
- Large-print documents for a person with limited eyesight.
- Additional search time to allow a family more time to find an accessible unit.
- An exception payment standard, meaning a higher rent subsidy, to make a unit that meets a family's disability-related needs affordable for that family.

## **Q English is not my first language. Can I get information in my language?**

☒ Yes. You can receive oral information from your PHA in your preferred language. The PHA will have a staff member that speaks your language or provide a free interpreter.

## **When and where can I move with my voucher?**

-  You can move with continued assistance at any time as long as your lease has ended. You may be limited to one move per year.
-  There is an exception for persons covered under the Violence Against Women Act (VAWA). Someone who has experienced domestic violence, dating violence, sexual assault, and/or stalking, and has a voucher, must be allowed to move with continued assistance. Learn more at <https://www.hud.gov/vawa>
-  You can move anywhere else in the country where there is a Housing Choice Voucher program. This process is called “porting.”

## **How can I participate in my PHA board?**

-  All PHA clients are entitled to participate in the public PHA board meetings. Your PHA will publicly post their board meeting schedule.

## **A property owner told me they don’t take vouchers. Is that legal?**

-  It depends on where you live. Some areas have what is called “source of income” law. Source of income laws make it illegal for property owners to refuse HCV renters the chance to apply for their units because they have an HCV. So, ads that say something like, “No Section 8” or “Not voucher approved,” are illegal.
-  To find out if your community has a source of income law search here: [https://www.hud.gov/Program\\_Offices/Public\\_Indian\\_Housing/Source\\_Income\\_Protections](https://www.hud.gov/Program_Offices/Public_Indian_Housing/Source_Income_Protections)

## **How can I report discrimination?**

-  If you feel that you have been discriminated against and you want help, find your federally supported local fair housing organization here: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/contact\\_fhip](https://www.hud.gov/program_offices/fair_housing_equal_opp/contact_fhip)
-  You can also file a complaint directly with HUD: <https://www.hud.gov/fairhousing/fileacomplaint>



For more Housing Choice Voucher tenant resources, visit <https://www.hud.gov/hcv/tenants>



*Contact your local PHA for more information.*

# Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

## WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,  
New Hampshire, Rhode Island, and Vermont:  
NEW ENGLAND OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8320 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: [Complaints\\_office\\_01@hud.gov](mailto:Complaints_office_01@hud.gov)

**For New Jersey and New York:  
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 264-1290 or 1-800-496-4294  
Fax (212) 264-9829 • TTY (212) 264-0927  
E-mail: [Complaints\\_office\\_02@hud.gov](mailto:Complaints_office_02@hud.gov)

**For Delaware, District of Columbia, Maryland,  
Pennsylvania, Virginia, and West Virginia:  
MID-ATLANTIC OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107  
Telephone (215) 656-0663 or 1-888-799-2085  
Fax (215) 656-3419 • TTY (215) 656-3450  
E-mail: [Complaints\\_office\\_03@hud.gov](mailto:Complaints_office_03@hud.gov)

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-  
sippi, North Carolina, South Carolina, and Tennessee:  
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2808  
Telephone (404) 331-5140 or 1-800-440-8091  
Fax (404) 331-1021 • TTY (404) 730-2654  
E-mail: [Complaints\\_office\\_04@hud.gov](mailto:Complaints_office_04@hud.gov)

**For Illinois, Indiana, Michigan, Minnesota,  
Ohio, and Wisconsin:  
MIDWEST OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: [Complaints\\_office\\_05@hud.gov](mailto:Complaints_office_05@hud.gov)

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:  
SOUTHWEST OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto:Complaints_office_06@hud.gov)

**For Iowa, Kansas, Missouri and Nebraska:  
GREAT PLAINS OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 • TTY (913) 551-6972  
E-mail: [Complaints\\_office\\_07@hud.gov](mailto:Complaints_office_07@hud.gov)

**For Colorado, Montana, North Dakota, South Dakota,  
Utah, and Wyoming:  
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248  
E-mail: [Complaints\\_office\\_08@hud.gov](mailto:Complaints_office_08@hud.gov)

**For Arizona, California, Hawaii, and Nevada:  
PACIFIC/HAWAII OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1300  
Telephone (415) 489-6524 or 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 436-6594  
E-mail: [Complaints\\_office\\_09@hud.gov](mailto:Complaints_office_09@hud.gov)

**For Alaska, Idaho, Oregon, and Washington:  
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 • TTY (206) 220-5185  
E-mail: [Complaints\\_office\\_10@hud.gov](mailto:Complaints_office_10@hud.gov)

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

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

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

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MAIL TO:

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

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

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

Disclosure of this information is voluntary.



# HOUSING DISCRIMINATION INFORMATION

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

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

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Best time to call

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

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

## Who else can we call if we cannot reach you?

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

\_\_\_\_\_  
Best Time to call

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

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

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

\_\_\_\_\_  
Best Time to call

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

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



### What happened to you?

How were you discriminated against?

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

State briefly what happened.

# HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

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

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

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

## 3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name

Address

## 4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

## 5 When did the last act of discrimination occur?

Enter the date

\_\_\_\_/\_\_\_\_/\_\_\_\_

Is the alleged discrimination continuing or ongoing?

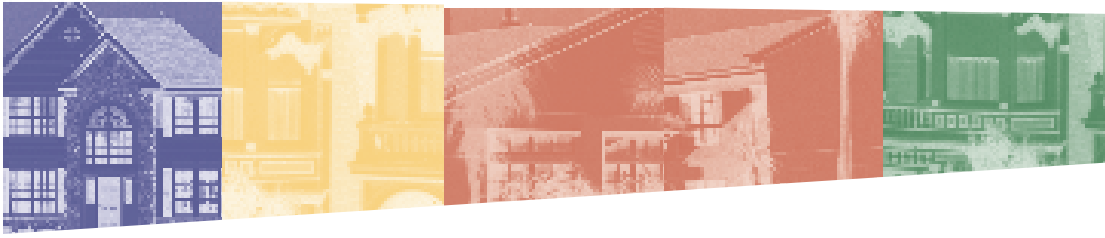
Yes No

☐☐

Signature

Date

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



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

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

## If You Believe Your Rights Have Been Violated...

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

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



Keep this information for your records.

Date you mailed your information to HUD:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

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

## ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson  
Secretary

## HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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

# Overview of fair housing law

State and federal law prohibit discrimination in the sale and rental of housing by property owners, landlords, property managers, mortgage lenders, and real estate agents. Learn more about your rights and responsibilities under fair housing law.

In Massachusetts, it is unlawful for a housing provider to discriminate against a current or prospective tenant based on:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status (i.e. children)
- Disability
- Source of Income (e.g. a Section 8 voucher)
- Sexual Orientation
- Gender Identity
- Age
- Marital Status
- Veteran or Active Military Status
- Genetic Information

## Examples of fair housing violations

Examples of unlawful practices include:

- Refusing to rent you, or charging you higher rent or other fees, based on one of these protected characteristics.
- Steering you away from particular properties or rental units based on one of these protected characteristics.
- Refusing to rent to you because you rely on public assistance (for example, a Section 8 voucher).

- Failing or refusing to make reasonable accommodations for tenants with disabilities, including exceptions to policies (for example, a "no pets" policy) or reasonable physical modifications (grab bars or wheelchair ramps, for example).
- Harassing you, whether based on gender or any protected characteristic listed above. [More information about harassment in housing is listed here.](#) (/files/documents/2018/04/11/Advisory%20on%20Harassment%20in%20Housing.pdf)
- Refusing to give you a mortgage, or charging you higher fees, based on any of the protected characteristics listed above.
- Threatening to report you to immigration authorities so that you or your family members will be afraid to exercise any of your rights under the law.
- Refusing to rent to a pregnant woman or a family with young children, or evicting families, because a property contains lead paint. [For more information about lead paint and discrimination, click here.](#) (/files/documents/2018/04/09/Lead%20Paint%20Advisory%20%28April%202018%29.pdf)
- Retaliating against you if you report discrimination.

## File a complaint

If you have been denied housing, charged a higher amount of rent or fees, subjected to harassment, or otherwise treated unfairly by a housing provider because of one of the characteristics listed above, you should [file a complaint with the Attorney General's Civil Rights Division](#) (/how-to/file-a-civil-rights-complaint) or the Massachusetts Commission Against Discrimination.

## Additional Resources

[Massachusetts Commission Against Discrimination](#) (/orgs/massachusetts-commission-against-discrimination)

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### CONTACT

#### Attorney General's Civil Rights Division

##### Phone

Civil Rights (617) 963-2917 (tel:6179632917)

Mass relay dial 7-1-1 and connect via main number.

##### Online

[File a civil rights complaint](#) (/how-to/file-a-civil-rights-complaint)

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## [The Attorney General's Guide to Landlord and Tenant Rights \(/guides/the-attorney-generals-guide-to-landlord-and-tenant-rights\)](#)

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## EXAMPLES OF HOUSING DISCRIMINATION

Housing discrimination can take many forms. Here are some examples of housing discrimination.

- **Discrimination Isn't Always Obvious – Example #1:**

John, who is a Black man, speaks to a prospective landlord on the phone about leasing an apartment. On the phone, the landlord seems eager to rent to John, but when John meets with the landlord in person to fill out an application, the landlord's attitude is entirely different. A few days later, John receives a letter saying that his application was denied because of a negative reference from his current landlord. John is surprised because he never had problems with his landlord, and his landlord swears she was never contacted for a reference. John suspects that the real reason he was denied the apartment was because he is Black, so John files a complaint with HUD. HUD investigates and it turns out John is right – the landlord's files show a pattern of discrimination because of race and color.

- **Discrimination Isn't Always Obvious – Example #2:**

[Provide Feedback](#)

Jane is a Muslim woman who wears a hijab. Jane walks into the leasing office for a large apartment building because she saw a sign in the building's window advertising several available units. Jane introduces herself to the leasing officer, who immediately says there are no units available. Jane asks to be put on the waiting list, but she never receives a call. Jane files a complaint with HUD because she suspects that the leasing officer does not want to rent to her because she is Muslim. HUD investigates and it turns out Jane is right – other employees of the building give HUD information that substantiates Jane's claim of religious discrimination.

- **Steering Is A Form Of Discrimination:**

John, who is an Asian man, meets with a real estate broker to discuss purchasing a house for his family. When John names the neighborhood that he is interested in, the broker asks John if he is sure that his family will feel comfortable there. The broker tells John that she has a wonderful listing in another neighborhood where there are more “people like them.” When the broker takes John to see the house, John notices that the residents of the neighborhood appear to be mostly Asian. John files a complaint with HUD because steering someone to a certain neighborhood because of his race is a form of race discrimination.

- **Harassment Is A Form Of Discrimination:**

*Learn more about harassment here*  
(/program\_offices/fair\_housing\_equal\_opp/sexual\_harassment).

Jane has a Housing Choice Voucher (Section 8), but one month she falls behind on her

portion of the rent. When Jane asks her landlord if he will give her a few more days, her landlord says yes but only if she will go out with him. Feeling she has no choice, Jane says yes. Over the next few days, Jane's landlord sends her sexually explicit text messages even though Jane tells him to stop. Jane's landlord tells her that if she does not go out with him again he is going to evict her and she will lose her voucher. Jane files a complaint with HUD because sexual harassment is a form of sex discrimination.

- **Many Housing Units Have Accessibility Requirements:**

*Learn more about  
accessibility here  
(/program\_offices/fair\_housing\_equal\_opp/physical\_accessibility).*

John, a person with a disability who uses a wheelchair, views a condominium he is hoping to purchase in a new multistory building. When John arrives, he finds there are no accessible parking spaces in the building's parking lot. When John tries to enter the unit, his wheelchair can barely fit through the door and he bangs his arms on the way in. Inside the unit, the thermostat and light switches are all too high for him to reach. The building has a fitness room, but he cannot look at it because the only way to get to the fitness room is to go up steps. John files a complaint with HUD because failing to comply with accessibility requirements is a form of disability discrimination.

- **Reasonable Accommodations Are Required for Persons With Disabilities:**

*Learn more about  
reasonable accommodation  
here  
(/program\_offices/fair\_housing\_equal\_opp/reasonable\_accommodations\_and*

Jane has a developmental disability that affects her capacity to manage her own finances. Jane tells her building manager that her mother will be paying her rent for this reason and asks if all notices relating to her rent can be sent to her mother. The building manager tells Jane that the management company has a policy of only sending notices to residents, no exceptions. Several months later, Jane receives an eviction notice because her mother had not known that Jane's rent had been increased. Jane files a complaint with HUD because denying a reasonable accommodation is a form of disability discrimination.

- **Rules Against Children Are Discriminatory:**

*Learn more about familial status discrimination here*  
([/program\\_offices/fair\\_housing\\_equal\\_opp/discrimination\\_against\\_families\\_c](#))

John has three teenage children. John's building has a patio with picnic tables, and one day John's children decide to have lunch there with some of their friends. The next day, John receives a notice from the homeowners association informing him that the building rules say that the patio is for adult-use only and that he needs to make sure his children do not violate the building rules. John files a complaint with HUD because building rules that discriminate against children are a form of familial status discrimination.

- **Mortgage Lending Discrimination Is Illegal:**

*Learn more about lending discrimination here*  
([/program\\_offices/fair\\_housing\\_equal\\_opp/fair\\_lending](#)).

Jane and John are filling out an application for a mortgage at their local bank. Their loan officer notices that Jane is visibly pregnant and asks whether she will be taking maternity leave. When Jane

says yes, the loan officer informs the couple that they either have to apply without Jane's income or wait until she returns from leave. "I'm sorry," the loan officer says, "but I've seen too many women change their mind about going back to work." Jane and John file a complaint with HUD because the bank's policy discriminates based on sex (including gender identity and sexual orientation) and familial status.

- **Discrimination in the Conditions of Housing Is Illegal:**

John recently moved to the United States from Mexico. One day, John sees that there is a new tenant in the apartment next to his, so he welcomes her to the building. John's neighbor comments on how nice everyone in the building seems, especially the building manager who offered to waive her security deposit because she seems like a good person. John is surprised because the building manager was short-tempered with him and said that John's accent made him hard to understand. John later asks around and finds out that the building manager has waived fees and deposits for other tenants he likes, but not for him or other persons from Mexico. John files a complaint with HUD because providing different terms and conditions to tenants because of national origin is illegal discrimination.

- **Examples of LGBTQ Discrimination**

(/program\_offices/fair\_housing\_equal\_opp/housing\_discrimination\_and\_persons\_

[Back to FHEO Home](#)

(/program\_offices/fair\_housing\_equal\_opp)

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Agency

Resources

**U.S. Department of  
Housing and Urban Development**

451 7th Street, S.W., Washington, DC 20410  
T: 202-708-1112  
TTY: 202-708-1455

Find a HUD office near you ([/localoffices](#))



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# **The Attorney General's Guide to Landlord/Tenant Rights**

**Commonwealth of Massachusetts  
Office of Attorney General**



August 2015



Dear Massachusetts Resident,

Across the Commonwealth of Massachusetts, thousands of residents elect to rent their homes, while thousands of others serve as landlords. When entering into a rental agreement, there are a number of issues that both landlords and tenants must consider.

This guide outlines rental agreement considerations, as well as rules regarding types of tenancies, payments, evictions, habitable living conditions, and housing discrimination. It is important for both landlords and tenants to understand the laws and regulations that govern all aspects of rental arrangements.

I encourage you to review this guide and be aware of your rights before entering into a rental agreement. Our Public Inquiry and Assistance Center is available to answer additional questions at (617) 727-8400.

Sincerely,

Massachusetts Attorney General



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## Information About Renting an Apartment in Massachusetts

There are many laws and regulations that govern the relationship between a landlord and a tenant in Massachusetts. These laws apply whether you live in or own a two-family home with an apartment or a multi-family apartment building. Some laws outline the landlord's obligations and others set forth what a tenant must do.

In addition to these laws, there are several issues that all prospective tenants and landlords should consider before renting an apartment. For example:

- ❖ Does the rent cover all utilities? If the tenant is responsible for paying for the heat and hot water, the landlord should make clear whether these run on electric power, oil, natural gas, or propane. Is there is information available that will provide a prospective tenant with an idea of the annual utility costs for the apartment?
- ❖ The landlord and the prospective tenant together should check every plumbing fixture, light switch, cupboard door, and appliance to make sure they all work properly. If repairs are necessary, both parties should discuss whether the landlord will make the repairs before the tenant moves in.
- ❖ Similarly, the lease or rental agreement should include a list of all repairs that the landlord agrees to make during the tenancy, and the timeframe in which the repairs must be completed.
- ❖ The lease or rental agreement should also note if major appliances are included with the tenancy, such as a refrigerator, stove, washing machine, etc.
- ❖ Under Massachusetts Law, it is the landlord's responsibility to clear snow and ice from the property. Your city/town may also have an ordinance requiring that the landlord clear snow and ice from the public sidewalk that abuts the property.
- ❖ In Massachusetts, a landlord cannot require a tenant to pay an additional monthly fee for amenities on the property, like private parking, a pool, or workout room, but may restrict access to these amenities to only those who agree to pay. If amenities are present, what is the additional cost associated with access?

- ❖ Will the landlord or the tenant be responsible for shoveling snow from the walks in winter? Is it plowed from the driveway or parking area? Is there a fee involved, and if so, who pays for it?
- ❖ When was the last time the rental property was inspected for compliance with the local building and/or state sanitary codes? A local ordinance may require that a landlord register rental properties with the city or town to ensure that they have met building, zoning, and sanitary code requirements.
- ❖ Does the landlord allow tenants to keep pets in the rental property? Will landlord require a tenant to pay a higher-than-advertised monthly rent to keep a pet and/or require the addition of a pet rider to the tenants renter's insurance policy?

### **The Terms of Tenancy**

There are two main kinds of tenancy. The rights and responsibilities of both the landlord and the tenant depend partly on the type of tenancy that is created.

#### **A. Tenancy Based on a Lease**

One kind of tenancy is based on a written lease. When a tenant signs a lease with a landlord, the tenant agrees that the tenancy will last for a certain amount of time, usually one year. During that time, the monthly rent will stay the same and the landlord cannot end the tenancy (evict) unless the tenant fails to satisfy the conditions agreed upon in the lease. On the other hand, the tenant is committed to paying rent for the term of the lease. The tenant may only end the tenancy before the close of the lease term if the landlord agrees to early termination of the lease.

A lease is a good option for tenants and landlords seeking stability in a tenancy. Because it is a written agreement between the tenant and the landlord, it should contain all of the rules that will apply to the tenancy.

## **B. Tenancy-at-Will**

The other kind of tenancy is called a tenancy-at-will, which means that the lease agreement lasts for as long as both parties want to do business with each other. Sometimes there is no written agreement at all in a tenancy-at-will, but often the tenant is asked to sign a form that says "Rental Agreement" or "Tenancy-at-Will" at the top. This form should include the amount of the monthly rent and basic rules.

A tenancy-at-will does not last for any set amount of time and does not end on a certain date, the way a lease does. In a tenancy-at-will the tenant pays the agreed-upon rent each month for an indefinite period of time. Either the landlord or the tenant can decide to end the tenancy by giving the other party notice, either 30 days or one month before the due date of the next rent payment, whichever is longer. In this type of agreement, the rent can change with notice according to the same terms (either 30 days or one month before the due date of the next rent payment, whichever is longer).

## **C. Obligations of the Landlord and of the Tenant**

Whether a lease or a tenancy-at-will, the tenant must pay rent, follow the rules agreed upon with the landlord, and accept responsibility for any damage to the apartment that is more than just "normal wear and tear" (whether caused by the tenant or caused by a guest of the tenant). The landlord must provide an apartment that is safe, clean, and in compliance with the Massachusetts Sanitary Code, and must live up to any promises in the lease or rental agreement.

In either kind of tenancy, the tenant has a right to occupy the apartment and the landlord may only enter under certain circumstances. The landlord must arrange with the tenant in advance to enter the apartment to make repairs, to inspect the condition of the apartment, or to show the apartment to prospective tenants, buyers or real estate agents. However, the landlord may enter an apartment without a tenant's approval if there is a mechanical/repair emergency that has the potential to damage the whole building, or if it appears that the tenant has abandoned the apartment. **M.G.L. c. 186, § 15A-F, §16.**

## **D. Negotiations**

Although not required by laws or regulations, it is important for both a landlord and a tenant to know that they can negotiate with each other over the terms of a lease. In general, the landlord should not rush a tenant to make a decision, and both parties should be very clear about the terms and conditions before either signs the lease. Any changes to which they agree should be written down into the lease in pen, making sure to cross out any sections that the landlord and tenant agree to change.

## **Terms of a Rental Agreement**

Every rental agreement must have certain terms, and is prohibited by law from containing certain other terms. **M.G.L. c. 186, § 15A-F, § 16.**

The lease must set forth the name, address, and phone number of the owner, the person responsible for maintenance, and the person to whom the tenant can give copies of formal notices, complaints, or court papers.

If the landlord receives a security deposit, the lease or rental agreement must show the amount paid, and must explain the tenant's rights to that security deposit money. **M.G.L. c. 186, § 15B.**

The landlord must make sure that the tenant is given a legible copy of the lease or rental agreement. **M.G.L. c. 186, § 15D.** The lease must not include illegal terms such as:

- ❖ The tenant must pay for the cost of repairing ordinary wear and tear to the apartment.
- ❖ The tenant must pay for repairs to parts of the building beyond the tenant's apartment.
- ❖ The tenant may not sue the landlord or report violations of the Sanitary Code.
- ❖ The tenant may not join a tenants' union.
- ❖ The tenant must pay a late fee if a rent payment is even one day late. (A lease or rental agreement may permit the landlord to charge a late fee if a rent payment is 30 or more days late.)

## Payments at the Start of a Tenancy

A landlord may only ask for the following payments up front:

- ❖ The first month's rent
- ❖ A security deposit to cover the cost of any damage to the apartment beyond normal wear and tear (which may not exceed the amount of one month's rent)
- ❖ The last month's rent (the month that will turn out to be the tenant's last one in the apartment)
- ❖ The cost of a new lock and key for the apartment

The landlord should provide a signed receipt for any payment that is made with cash or a money order. The receipt must include the amount paid and the date the payment was made, and a description of what the payment was for. The receipt should also include the landlord's name, the tenant's name, and the name of the person to whom the payment was given. **M.G.L. c. 186, § 15B.**

### A. Laws Governing the Security Deposit

All security deposits must be deposited in a Massachusetts bank, in an account that collects interest, and within the first month of the tenancy. The landlord must provide the tenant with the name and address of the bank holding the security deposit, plus the actual account number. Each year, the landlord must either pay the tenant the interest on the security deposit or let the tenant deduct that amount from a rent payment.

The landlord should give the tenant a "statement of condition" within 10 days of beginning the tenancy or upon receipt of the security deposit (whichever is later), which describes the condition of the apartment and any damage that exists at that time. The tenant has 15 days to add to the "statement of condition" or make changes to it. Both parties should keep copies of the final "statement of condition." **M.G.L. c. 186, § 15B.**

When the tenancy ends, the landlord must return the security deposit, plus interest, within 30 days. However, the landlord may keep any unpaid rent or the amount of money needed to repair damage done to the apartment (beyond normal wear and tear). If the lease provides for it, the landlord may also deduct the tenant's share of any increase in the landlord's property taxes.

If the landlord must keep all or a part of the security deposit for damages, then the landlord must give the tenant a written description of the damage and an estimate of the repair cost within 30 days of the tenant moving out.

### **B. Laws Governing the Last Month's Rent**

If the tenant provides the landlord with the last month's rent at the commencement of the tenancy, then the landlord must give the tenant a signed receipt. Like all receipts in the tenancy process, the receipt must include the amount paid, the date the payment was made, a description of what the payment was for, the landlord's name, the tenant's name, and the name of the person to whom the payment was given. At the end of each year and when the tenancy ends, the tenant is entitled to any interest earned on the last month's rent. **M.G.L. c. 186, § 15B.**

### **The State Sanitary Code and the Condition of an Apartment**

In Massachusetts, the State Sanitary Code (**105 C.M.R. 410**) governs what it means to provide a habitable place in which to live. In general, "habitable" means a place that is comfortable and clean enough for a person to live safely.

If a landlord does not respond to a tenant's complaints about a Sanitary Code violation, the tenant may request that a code enforcement officer or the local board of health inspect the apartment. An inspector can then come to the apartment, review the conditions, and order the landlord to fix the problem if deemed necessary. In the event that the landlord still fails to fix the problem, a tenant may be able to withhold a portion of the rent or move out, even if there is a lease or rental agreement in place. **M.G.L. c. 111, § 198; 105 C.M.R. 410.** However, before either withholding rent or moving out, tenants considering these options should contact a private lawyer or legal services for more information and advice.

Under federal and state law, If the rental property was built before 1978, the landlord and tenant must sign and retain a copy of the Tenant Lead Law Notification and Tenant Certification. These forms are to inform the Tenant of known risks and causes of lead poisoning and

disclose if it is known that lead-based paint is present in the rental unit. A landlord must also disclose documents related to any lead inspection or risk assessment done on the rental unit, and a Letter of Interim Control or Letter of Compliance issued by the local board of Health. If a child under six will be living in the rental property, the landlord is obligated to delead or bring the lead hazards under interim control.

For more information about the State Sanitary Code, a tenant can also call the Secretary of the Commonwealth's Citizen Information Service hotline at 617-727-7030 or 1-800-392-6090 (in MA only).

## Eviction

Generally, a landlord cannot simply take possession of the rental property, physically remove the tenant or their personal property, or change the locks. Depending on the reason for eviction, a landlord must provide either a 14-Day or 30-day Notice to Quit to the Tenant. A landlord must then file a civil action (Summary Process) in court, and obtain a judgment from the court that specifies the date that the tenant must leave the rental property with their belongings. If the tenant does not voluntarily leave on the date specified by the court, a landlord must arrange for a Sheriff or Constable to serve an executed Judgment on the tenant ordering them to leave, and if necessary, relocate any personal property belonging to the tenant to a licensed public warehouse. In this situation, the landlord is obligated to pay moving fees, but is entitled to reimbursement from the tenant. The tenant is allowed a one-time opportunity to claim items of personal or sentimental value from the storage facility, and can claim all personal property from the storage facility upon payment of any fees charged by the storage facility. **M.G.L. c. 239; M.G.L. c. 186, § 11; M.G.L. c. 105.**

### **A. Mediation as an Option**

If the landlord and the tenant agree, they may utilize mediation services through the Attorney General's Office to resolve a dispute that might otherwise result in an eviction. In addition, the Massachusetts Communities and Development Housing Services Program or the local housing court can provide help in resolving a dispute between a landlord and a tenant.

### **B. The Eviction Process**

The formal eviction process is called Summary Process and starts when the landlord files a Complaint in court. During the eviction process the tenant will have the right to raise defenses to the eviction itself and present counterclaims for monetary damages. Some common defenses to eviction include:

- ❖ Failure to properly terminate the tenancy.
- ❖ The landlord failed to correct known conditions.
- ❖ The landlord is evicting you in retaliation for activities protected by law.
- ❖ Discrimination, including that the landlord failed to make a reasonable accommodation to allow a disabled person to remain in the home despite his or her disability.

### **Discrimination in Housing is Against the Law**

It is against the law for a landlord to refuse to rent an apartment to someone because of the person's race, color, national origin, ancestry, gender, marital status, religion, age, sexual orientation, gender identity or expression or military background, or because the person is disabled. With very limited exceptions, it is also illegal to refuse to rent to someone with children. For more information about housing discrimination, contact the Civil Rights Division of the Attorney General's Office or the Massachusetts Commission Against Discrimination.

## **Resources**

### **Office of the Attorney General**

<http://www.mass.gov/ago>  
(617) 727-8400 Public Inquiry and Assistance Center  
(617) 963-2917 Civil Rights Division  
(617) 963-2939 Disability Rights  
One Ashburton Place  
Boston, MA 02108

### **Massachusetts Department of Housing and Community Development**

<http://www.mass.gov/dhcd>  
(617) 573-1100  
100 Cambridge St., Suite 300  
Boston, MA 02114

### **Massachusetts Housing Court**

<http://www.mass.gov/courts/court-info/trial-court/hc/>  
(617) 788-6500  
Edward W. Brooke Courthouse  
24 New Chardon Street, 6th Floor  
Boston, MA 02114-4703

### **Massachusetts Commission Against Discrimination**

<http://www.mass.gov/mcad>  
(617) 994-6000 Boston  
One Ashburton Place, Room 601  
Boston, MA 02108  
  
(413) 739-2145 Springfield  
436 Dwight Street, Room 220  
Springfield, MA 01103

### **Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program**

<http://www.mass.gov/dph/clppp>  
(617) 624-5759  
250 Washington Street  
Boston, MA 02108







## Office of Attorney General

One Ashburton Place

Boston, MA 02108

(617) 727-2200

[www.mass.gov/ago](http://www.mass.gov/ago)

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

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# **A Good Place to Live!**

## Introduction

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

## Housing Quality Standards

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

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

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

## The Section 8 Certificate Program and Housing Voucher Program

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

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

## The Requirements

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

# 1. Living Room

**The Living Room must have:**

## **Ceiling**

A ceiling that is in good condition.

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

## **Walls**

Walls that are in good condition.

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

## **Electricity**

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

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

## **Floor**

A floor that is in good condition.

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

## **Window**

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

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

## **Lock**

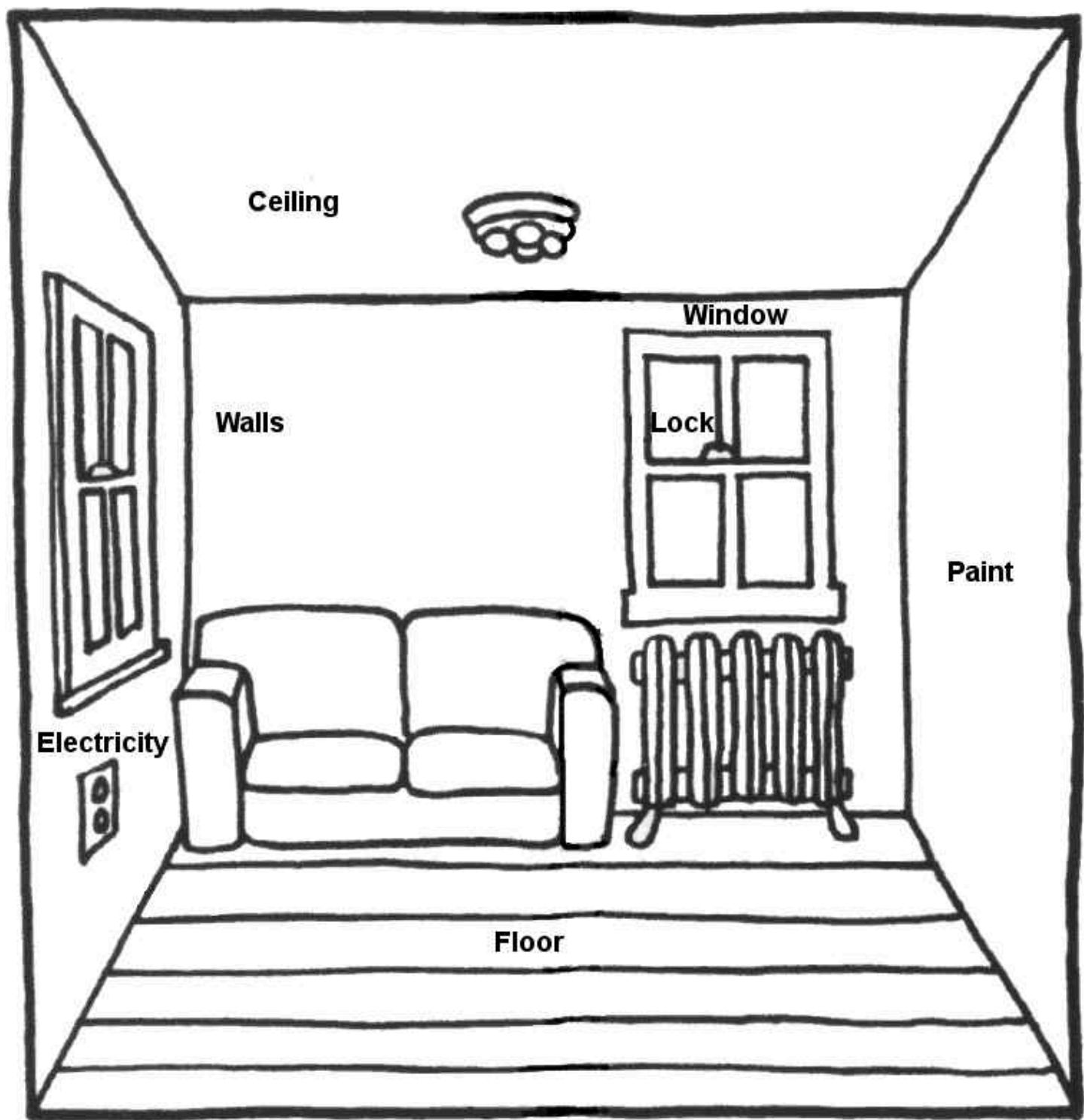
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

## **Paint**

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

### **You should also think about:**

- The types of locks on windows and doors
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
  - Are there storm windows?
  - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floor.
  - Is it scratched and worn?



# 2. Kitchen

## **The Kitchen must have:**

### **Ceiling**

A ceiling that is in good condition.

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

### **Storage**

Some space to store food.

### **Electricity**

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

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

### **Stove and Oven**

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

### **Floor**

A floor that is in good condition.

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

### **Preparation Area**

Some space to prepare food.

### **Paint**

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

### **Window**

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

### **Lock**

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

**Walls**

Walls that are in good condition.

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

**Serving Area**

Some space to serve food.

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

**Refrigerator**

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

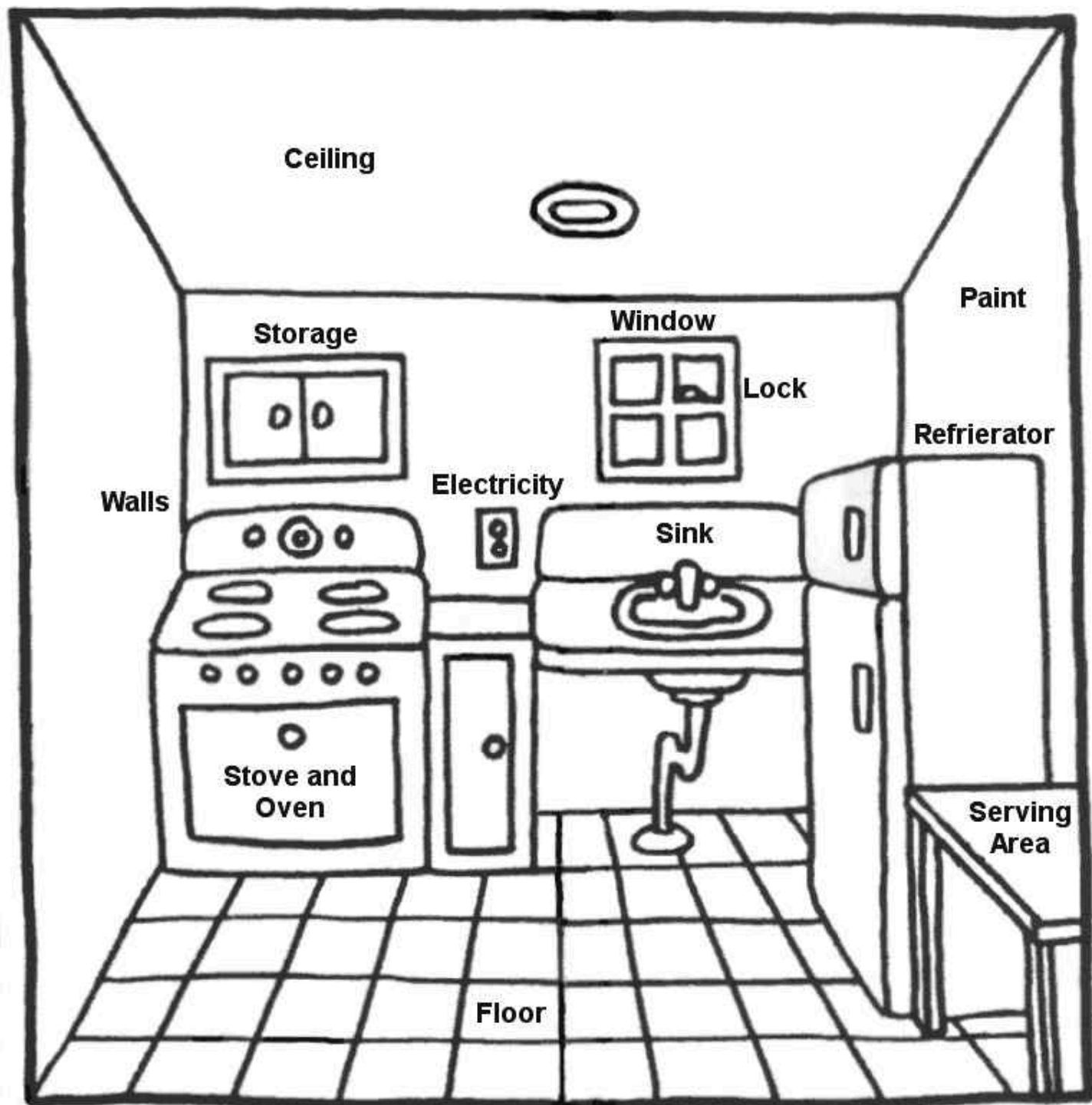
**Sink**

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

**You should also think about:**

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



# 3. Bathroom

**The Bathroom must have:**

## **Ceiling**

A ceiling that is in good condition.

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

## **Window**

A window that opens or a working exhaust fan.

## **Lock**

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

## **Toilet**

A flush toilet that works.

## **Tub or Shower**

A tub or shower with hot and cold running water.

## **Floor**

A floor that is in good condition.

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

## **Paint**

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

## **Walls**

Walls that are in good condition.

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

**Electricity**

At least one permanent overhead or wall light fixture.

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

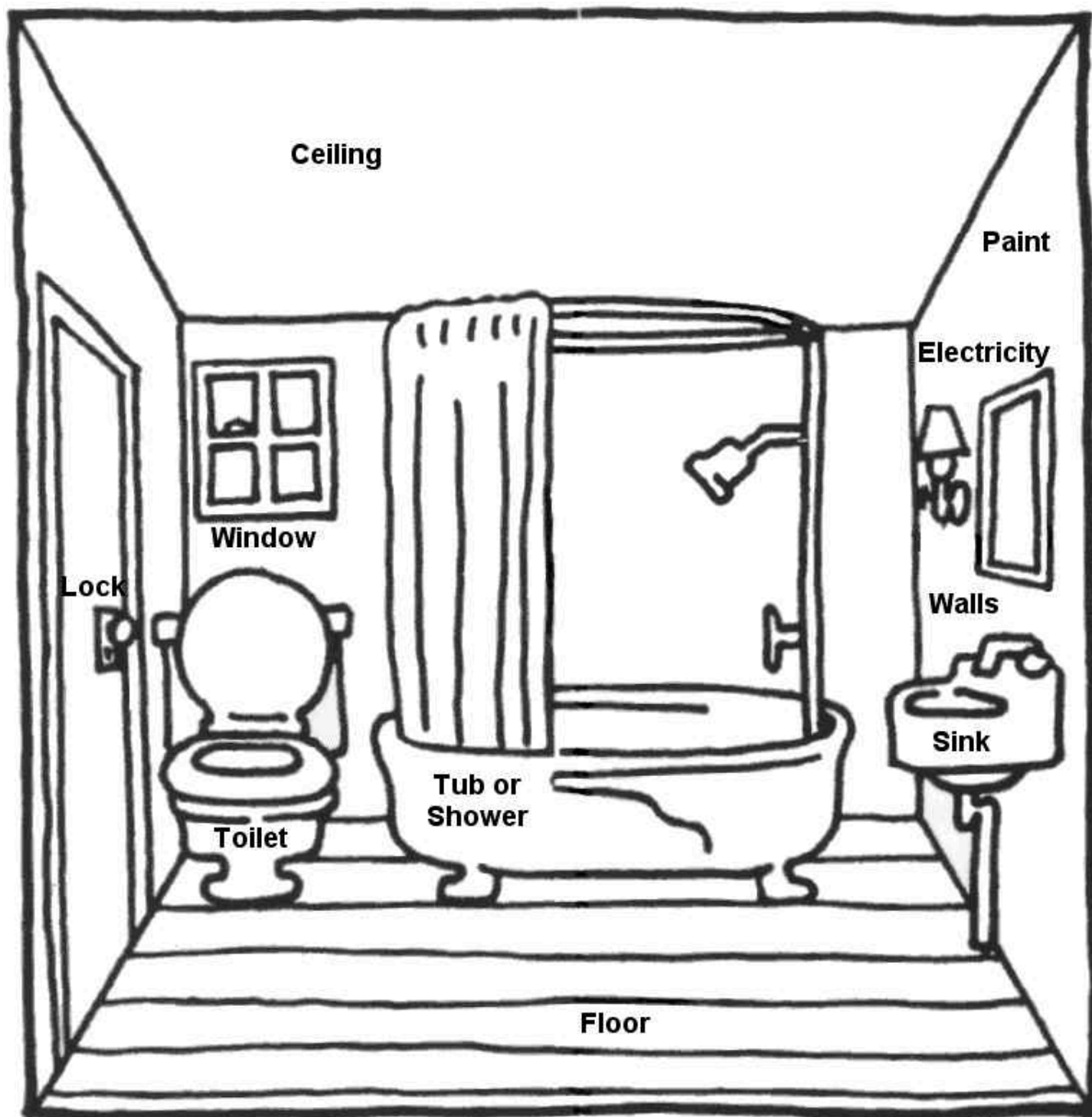
**Sink**

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

**You should also think about:**

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



Ceiling

Paint

Electricity

Window

Lock

Walls

Tub or  
Shower

Toilet

Sink

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**

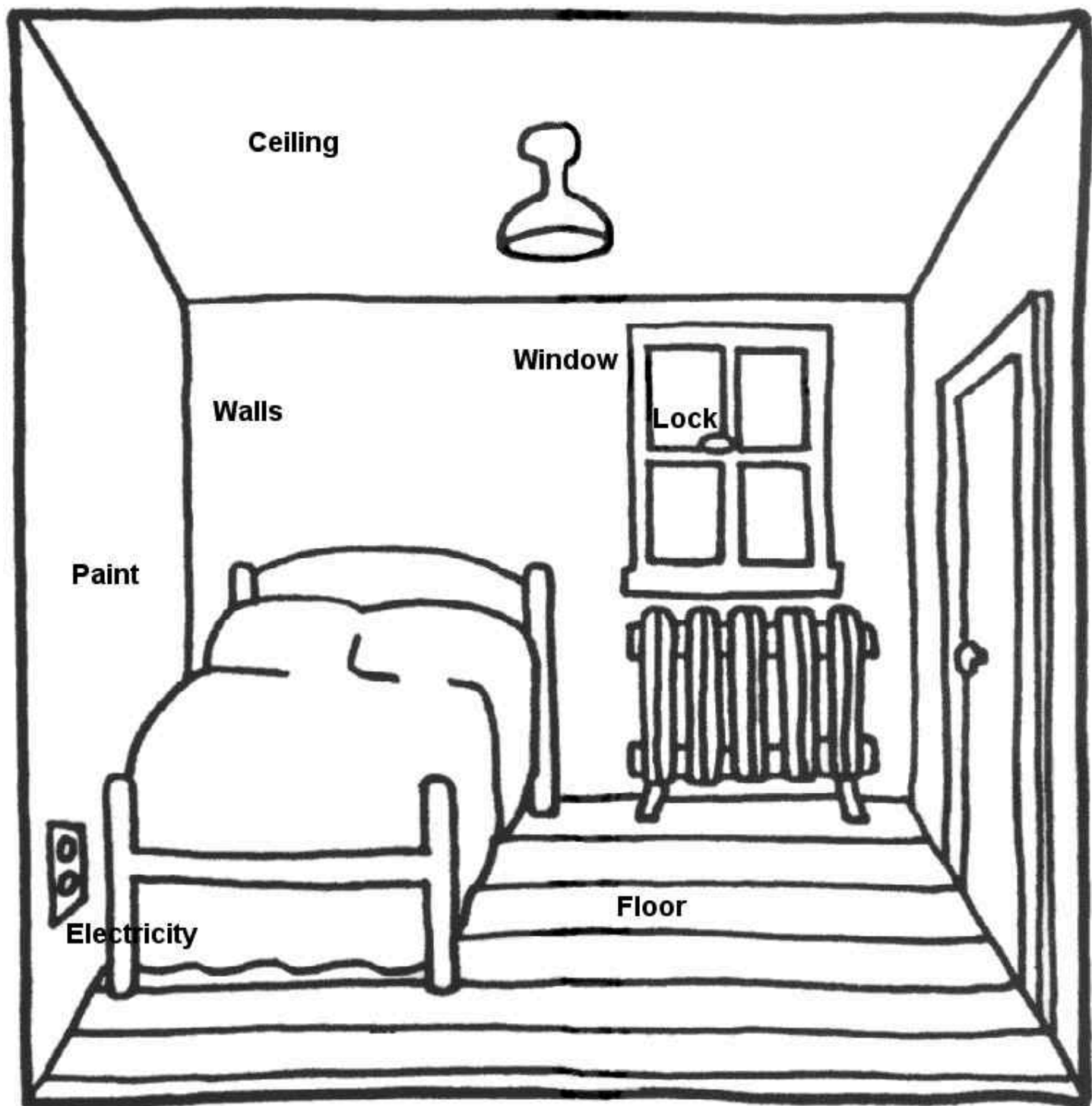
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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?



# 5. Building Exterior, Plumbing, and Heating

**The Building must have:**

## **Roof**

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

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

## **Outside Handrails**

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

## **Walls**

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

## **Foundation**

A foundation in good condition that has no serious leaks.

## **Water Supply**

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

## **Sewage**

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

## **Chimneys**

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

## **Paint**

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

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

**Cooling**

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

**Plumbing**

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

**Water Heater**

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

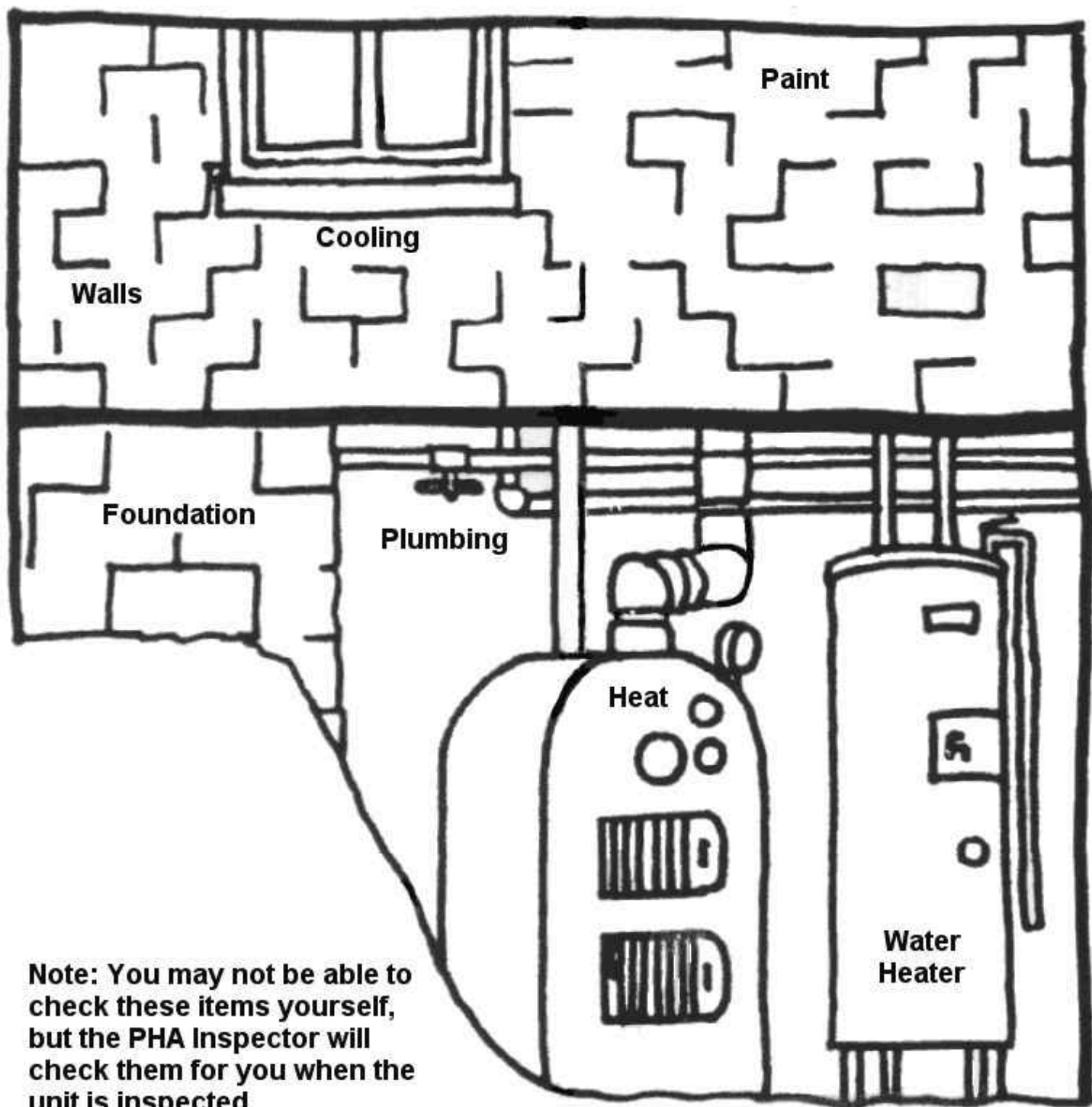
**Heat**

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

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

**You should also think about:**

- How well maintained the apartment is.
- The type of heating equipment.
  - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its 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 case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

## **Elevators**

Make sure the elevators are safe and work properly.

## **Entrance**

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

## **Neighborhood**

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

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

## **Garbage**

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

## **Lights**

Lights that work in all common hallways and interior stairs.

## **Stairs and Hallways**

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

**Pollution**

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

**Rodents and Vermin**

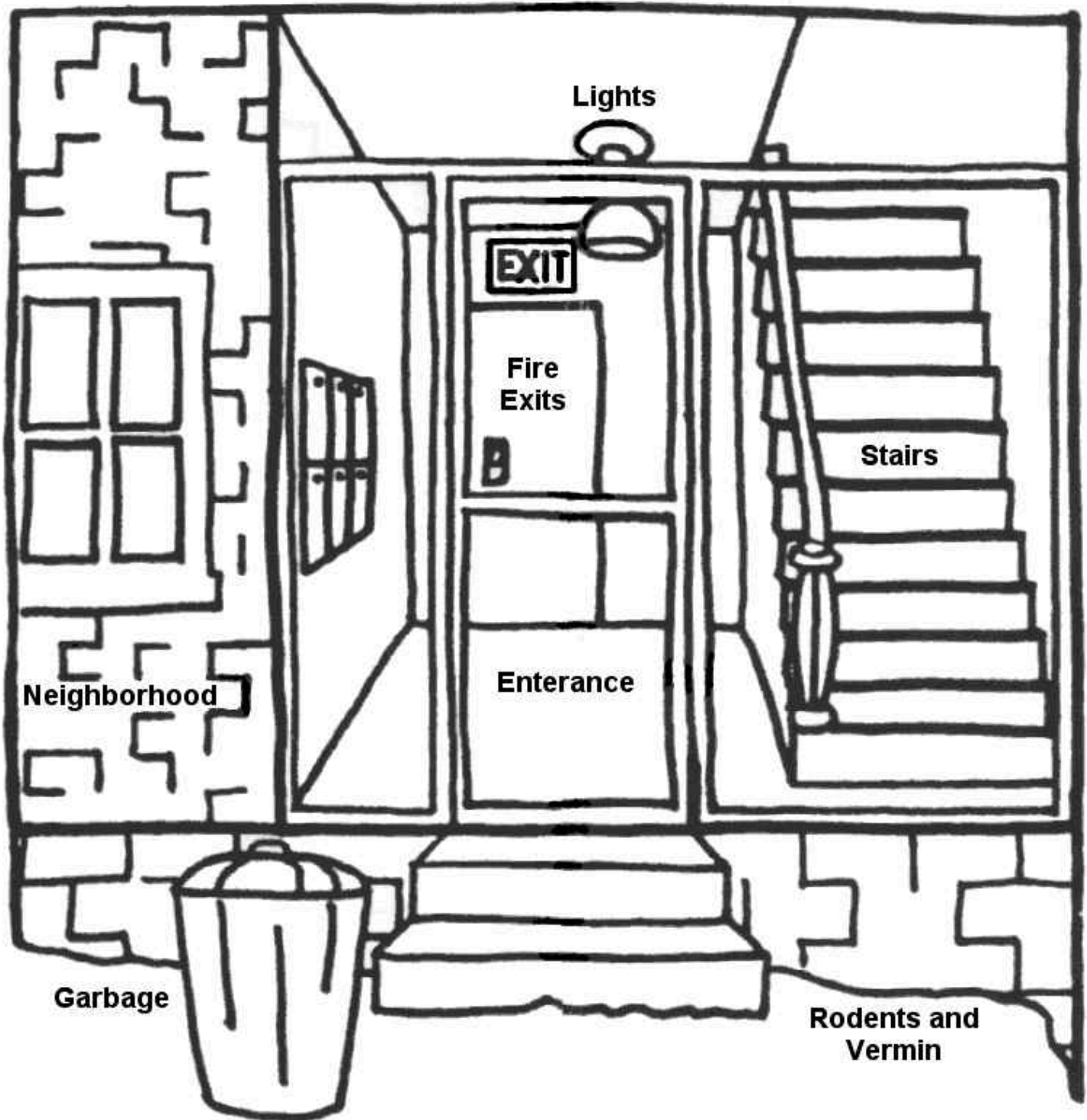
No sign of rats or large numbers of mice or vermin (like roaches).

**For Manufactured Homes: Tie Downs**

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

**You should also think about:**

- The type of fire exit.
  - Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
  - Are there stores nearby?
  - Are there schools nearby?
  - Are there hospitals nearby?
  - Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

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

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

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

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

If the house or apartment passed, a lease can be signed. 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 it yourself.

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

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.

## IMPORTANT!

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

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



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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

### Read this entire brochure to learn:

- How lead gets into the body
- 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).



## Consumer Product Safety Commission (CPSC)

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

### CPSC

4330 East-West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. 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](mailto:lead.regulations@hud.gov)  
[hud.gov/lead](https://www.hud.gov/lead)

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

EPA-747-K-26-001  
January 2026

## 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](https://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

## 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](https://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](https://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.

## For More Information

### The National Lead Information Center

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

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water visit [epa.gov/safewater](http://epa.gov/safewater) or use EPA's Safe Drinking Water online form at [epa.gov/safewaterhotline](http://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](http://cpsc.gov) or [saferproducts.gov](http://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](http://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](http://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](http://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**.

## 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.<sup>4</sup>
- 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.

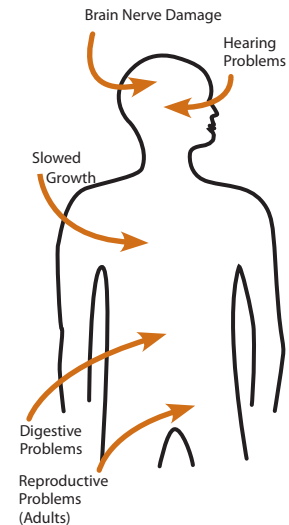
<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

## 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

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

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

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

Blood lead tests are required for the following groups:

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

Blood lead tests are recommended for the following groups:

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

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

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

## Other Sources of Lead

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### 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/safewater/hotline](https://epa.gov/safewater/hotline).

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://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.

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

## Where Lead-Based Paint Is Found

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

**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.<sup>2</sup>

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

**Lead can be found:**

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

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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

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

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**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.

## Reducing Lead Hazards, continued

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**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 ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 40  $\mu\text{g}/\text{ft}^2$  for interior window sills
- 100  $\mu\text{g}/\text{ft}^2$  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](https://cdxapps.epa.gov/leadpro), or call toll-free 1-800-424-LEAD [5323].

## 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.

## 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

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In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may 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](https://www.epa.gov/lead), or call toll-free **1-800-424-LEAD [5323]** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and 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.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling 711.



## **Housing Choice Voucher Program Housing Opportunities Resource Guide**

### **Exploring Your Housing Options:**

The Housing Choice Voucher Program provides families with housing choice. Considering a variety of communities may increase the number of housing opportunities available to you and your family.

Families are encouraged to consider a broad range of housing opportunities when searching for a unit. Exploring different communities may increase available housing options and provide access to transportation, schools, employment opportunities, healthcare, shopping, and community resources.

### **Benefits of Expanding Your Housing Search:**

- More housing choices
- Access to different school districts
- Access to public transportation
- Employment opportunities
- Access to healthcare and community services
- Greater flexibility in finding housing that meets your family's needs

### **Nearby Communities to Consider:**

The following communities are located within the greater Amherst-Northampton area and may offer a variety of housing, educational, transportation, employment, and community resources:

- Hadley
- Northampton
- Easthampton

**Amherst Housing Authority is the Managing Agent for the Belchertown and Hadley Housing Authorities**

**This is an important document. Please contact Amherst Housing Authority  
at 413.256.0206 for free language assistance.**

Este es un documento importante. Comuníquese con la Autoridad de Vivienda de Amherst al 413.256.0206 para obtener asistencia lingüística gratuita. - Sa a se yon dokiman enpòtan. Tanpri kontakte Amherst Housing Authority nan 413.256.0206 pou jwenn asistans lang gratis. - Isso é um documento importante. Entre em contato com a Amherst Housing Authority pelo telefone 413.256.0206 para obter assistência linguística gratuita. - Eto vazhnyy dokument. Pozhaluysta, svyazhites' s Zhilishchnym upravleniyem Amkhersta po telefonu 413.256.0206 dlya polucheniya besplatnoy yazykovoy pomoshchi - Zhè shì yī fèn zhòngyào wénjiàn. Qǐng zhìdiàn 413.256.0206 Liánxì ā mò sī tè zhǔfáng guǎnlǐ jú yǐ huòdé miǎnfèi yǔyán bāngzhù. - igeos-eun jung-yohan munseoibnida. mulyo eon-eo jiwon-eul bad-eulyeomyeon Amherst Housing Authority(413.256.0206)e mun-uihaseyo.



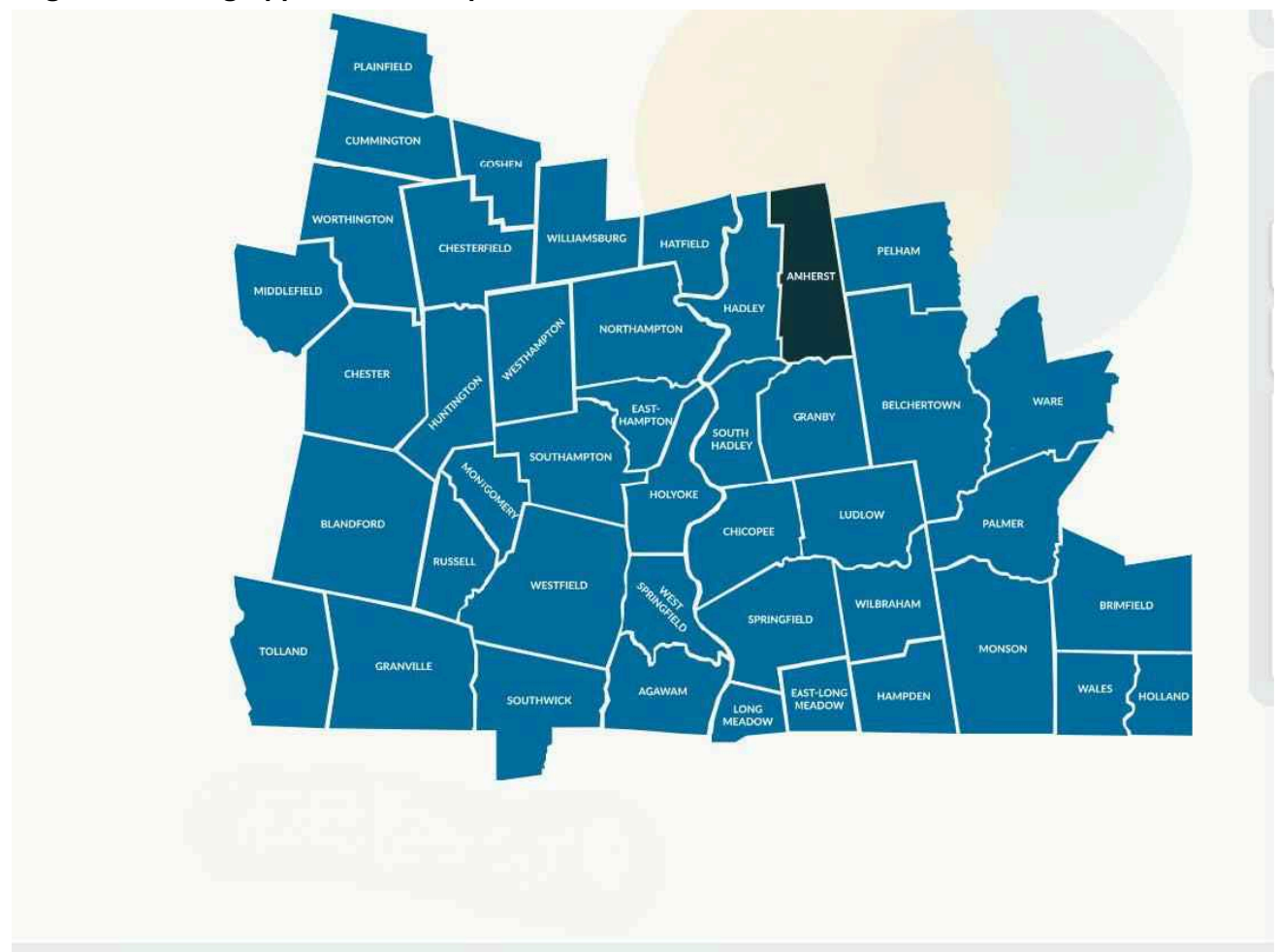
- South Hadley
- Belchertown

These communities are connected to the region's transportation network and provide access to schools, healthcare services, colleges and universities, shopping, and employment centers.

#### Things to Consider During Your Housing Search:

- Transportation and commuting needs
- Access to employment opportunities
- School preferences
- Access to healthcare services
- Childcare and community resources
- Proximity to family and support networks

#### Regional Housing Opportunities Map:



The Pioneer Valley includes a variety of communities offering housing, transportation, educational, employment, and recreational opportunities.

**Housing Search Resources:**

AffordableHousing.com  
housingnavigator.ma.org/  
Zillow.com  
Apartments.com  
Local property management companies  
Word-of-mouth referrals from landlords and tenants

**Remember:**

You are not limited to one neighborhood. Exploring a variety of communities may provide additional housing, educational, transportation, and employment opportunities for you and your family. Considering a broad range of housing options may increase the number of units available to your household.

**Transportation in and Around Amherst****Pioneer Valley Transit Authority (PVTA)**

- Regional bus service throughout the Pioneer Valley  
Serves numerous communities throughout the region  
Website: [www.pvta.com](http://www.pvta.com)  
Phone: 413-781-7882

**UMass Transit Service**

- Bus and van service serving the University/Five College area  
Website: [www.umass.edu/transportation/transit](http://www.umass.edu/transportation/transit)  
Phone: 413-545-0056

**Peter Pan Bus Lines**

- Connects Amherst, Northampton, Holyoke, and Springfield  
Website: [www.peterpanbus.com](http://www.peterpanbus.com)  
Phone: 1-800-343-9999

**Public School Districts****Amherst Regional Public Schools**

Serves students from Amherst and surrounding communities. Website: [www.arps.org](http://www.arps.org).

**Hadley Public Schools**

Includes Hadley Elementary School and Hopkins Academy.

**South Hadley Public Schools**

Includes Plains Elementary, Mosier Elementary, Michael E. Smith Middle School, and South Hadley High School.

**Granby Public Schools**

Serves students from preschool through high school.

**Belchertown Public Schools**

Includes Cold Spring School, Swift River Elementary School, Chestnut Hill Community School, Jabish Brook Middle School, and Belchertown High School.

For enrollment information, transportation, and school policies, contact the individual school districts directly.

**Major Regional Employers**

Examples of major employers in the Pioneer Valley include:

- University of Massachusetts Amherst
- Amherst College
- Smith College
- Mount Holyoke College
- Cooley Dickinson Hospital
- Baystate Health System
- MassMutual Financial Group
- Big Y World Class Markets
- Mercy Medical Center
- Holyoke Medical Center
- ServiceNet, Inc.
- Northampton VA Medical Center
- C&S Wholesale Grocers

Employment opportunities exist throughout Hampshire and Hampden Counties in education, healthcare, retail, manufacturing, transportation, human services, and financial services.



(<https://www.westernmassedc.com/>)

## ***Companies***

Western Massachusetts is home to more than 30,500 businesses. Nearly 30,000 of these have less than 100 employees while more than 500 have workforces ranging from 100 - 10,000 personnel. Listed below are the region's largest employers, rated by workforce size.

# ***Western Massachusetts***

Baystate Health - Springfield, MA - Health Care  
 University of Massachusetts - Amherst, MA - Universities & Colleges  
 Massachusetts Mutual Life Ins. - Springfield, MA and Enfield, CT- Financial Services  
 Bank of America - Springfield, MA and MetroHartford, CT - Financial Services  
 Mercy Medical Center and Sisters of Providence Health System - Springfield, MA - Health Care  
 Big Y Foods, Inc. - Springfield, MA - Supermarkets & Grocery Stores  
 C & S Wholesale Grocers, Inc. - Hatfield, MA - Grocery Merchant Wholesale  
 Cooley Dickinson Hospital - Northampton, MA - Health Care  
 Yankee Candle - S. Deerfield, MA - Candle Manufacturer  
 Hasbro Games - East Longmeadow, MA - Game & Toy Manufacturer  
 Smith College - Northampton, MA - Universities & Colleges  
 Northeast Utilities - Springfield, MA - Utilities  
 Mt Holyoke College - South Hadley, MA - Universities & Colleges  
 Republican - Springfield, MA - Newspaper Publishers  
 Holyoke Community College - Holyoke, MA - Universities & Colleges  
 Franklin Medical Center - Greenfield, MA - Health Care  
 Berry Tubed Products, Inc. - Easthampton, MA - Plastics Bottle Mfg.  
 Air Liquide America Corp. - Palmer, MA - Surgical & Medical Instrument Mfg.  
 Springfield College - Springfield, MA - Universities & Colleges  
 Lance Berneche Construction - Chicopee, MA - General Contractors  
 Amherst College - Amherst, MA - Universities & Colleges  
 US Veterans Medical Center - Leeds, MA - Health Care  
 Wing Memorial Hospital - Palmer, MA - Health Care  
 Western New England College - Springfield, MA - Universities & Colleges  
 Solutia, Inc. - Springfield, MA - Chemical Merchant Wholesale  
 Holyoke Hospital - Holyoke, MA - Health Care  
 U.S. Postal Service - Springfield, MA - Mail Service

# ***Knowledge Corridor***

United Technologies Corp- 26,400; Hartford, Ct - Manufacturer  
 The Hartford Financial Group- 12,100; Hartford, CT - Financial Services, Insurance  
 Baystate Health- 10,000; Springfield, MA - Hospital  
 Aetna Inc- 7,200; Hartford, Ct - Financial Services, Insurance  
 University of Massachusetts- 8,200; Amherst, MA - Colleges & Universities

Mercy Medical center and Sisters of Providence Health System- 5,000; Springfield, MA - Hospital  
Hartford Hospital- 6,300; Hartford, Ct - Hospital  
Travelers- 6,200; Hartford, Ct - Financial Services, Insurance  
Bank of America- 5,100; Springfield, MA and MetroHartford, CT - Financial Services  
MassMutual Financial Group- 6,300; Springfield, MA and Enfield CT- Financial Services  
Cigna- 4,300; Bloomfield, Ct - Financial Services, Insurance  
U.S. Postal Service- 4,200; Springfield, MA - Mail Service  
Big Y Foods, Inc.- 4,250; Springfield, MA - Supermarket & Grocery Stores  
Northeast Utilities- 4,150; Berlin, Ct - Utilities  
University of Connecticut- 4,000; Storrs, Ct - Colleges & Universities  
St Francis Hospital & Medical Center- 3,900; Hartford, Ct - Hospital  
Yankee Candle- 3,700, S. Deerfield, MA - Candle Manufacturer  
ESPN- 3,000; Bristol, Ct - Media  
ABB, Inc.- 3,000; Windsor, Ct - Fossil and Nuclear Power Generation  
Cooley Dickinson Hospital- 1,725; Northampton, MA - Hospital  
Hasbro Games (Milton Bradley)- 1,700; E. Longmeadow, MA - Toy Manufacturer  
Holyoke Hospital- 1,320; Holyoke, MA - Hospital

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(<https://www.westernmassedc.com/>)

## ***Industry***

The Town of Amherst economy is built upon over 600 businesses with more than 18,000 employees, while Northampton contains over 1,200 businesses with more than 17,000 employees.

Although local industries are largely based in service and retail, this city and town also possesses the bulk of the region's more than 800 small, mainly home-based, technology-driven businesses known as the Hidden Tech Industry Cluster.

## ***Major Employers Include:***

Amherst College (<http://www.amherst.edu/>)- Consistently ranked one of the nation's top liberal-arts colleges

Hampshire College (<http://www.hampshire.edu/>)- A private liberal arts college

University of Massachusetts-Amherst (<http://www.umass.edu/>)- The flagship campus of the commonwealth's university system

Smith College (<http://www.smith.edu/>)- A prestigious, private woman's liberal arts college

Cooley Dickinson Health Care (<http://www.cooleydickinson.org/>) A locally governed, not-for-profit community hospital

Clark School for the Deaf (<http://www.clarkeschool.org/>)- School for the Deaf/Center for Oral Education has been developing the listening and speaking skills of children with hearing loss  
National Evaluation Series (NES) (<http://www.nestest.com/>)- An educational testing company that develops and administers customized teacher certification testing programs and other assessment programs in higher education

Visit our Industry Clusters section for more information

## ***Industrial Parks***

- Northampton Industrial Park
- Northampton Business Park

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LARGEST EMPLOYERS

RANKED BY THE NUMBER OF TOTAL EMPLOYEES

|    | COMPANY                                                                                                                                          | TOTAL EMPLOYEES | BUSINESS                                                              | TOP LOCAL OFFICER         |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------|---------------------------|
| 1  | UNIVERSITY OF MASSACHUSETTS AMHERST<br>181 Presidents Dr., Amherst, MA 01003; (413) 545-0111; www.umass.edu                                      | 8,402           | State university                                                      | Kumble Subbaswamy         |
| 2  | BAYSTATE MEDICAL CENTER<br>759 Chestnut St., Springfield, MA 01199; (413) 794-0000; www.baystatehealth.org/locations/baystate-medical-center     | 7,318           | Healthcare system                                                     | Nancy Shendell-Falik      |
| 3  | MASSMUTUAL FINANCIAL GROUP<br>1295 State St., Springfield, MA 01111; (413) 788-8411; www.massmutual.com                                          | 7,000           | Life insurance, financial services                                    | Roger Crandall            |
| 4  | BIG Y WORLD CLASS MARKETS<br>2145 Roosevelt Ave., Springfield, MA 01104; (413) 784-0600; www.bigy.com                                            | 5,600           | Supermarket chain                                                     | Donald D'Amour            |
| 5  | WESTOVER AIR RESERVE BASE<br>100 Lloyd St., Chicopee, MA 01022; (413) 557-1110; www.westover.afrc.af.mil                                         | 5,000           | Air Reserve base                                                      | Col. D. Scott Durham      |
| 6  | MERCY MEDICAL CENTER AND ITS AFFILIATES<br>271 Carew St., Springfield, MA 01102; (413) 748-9000; www.mercycares.com                              | 4,173           | Healthcare system                                                     | Mark Fulco                |
| 7  | BERKSHIRE HEALTH SYSTEMS<br>725 North St., Pittsfield, MA 01201; (413) 447-2000; www.berkshirehealthsystems.org                                  | 3,450           | Hospital                                                              | David Phelps              |
| 8  | COOLEY DICKINSON HOSPITAL<br>30 Locust St., Northampton, MA 01060; (413) 582-2000; www.cooley-dickinson.org                                      | 1,930           | Hospital                                                              | Joanne Marqusee           |
| 9  | YANKEE CANDLE CO.<br>16 Yankee Candle Way, South Deerfield, MA 01373; (413) 665-8306; www.yankeecandle.com                                       | 1,560           | Candle designer, retailer, wholesaler                                 | Hope Margala              |
| 10 | WESTFIELD STATE UNIVERSITY<br>577 Western Ave., Westfield, MA 01086; (413) 572-5300; www.westfield.ma.edu                                        | 1,550           | College                                                               | Ramon Torrecilha          |
| 11 | CENTER FOR HUMAN DEVELOPMENT<br>332 Birnie Ave., Springfield, MA 01107; (413) 733-6624; www.chd.org                                              | 1,500           | Human social services, behavioral health                              | James Goodwin             |
| 12 | SMITH & WESSON INC.<br>2100 Roosevelt Ave., Springfield, MA 01102; (413) 781-8300; www.smith-wesson.com                                          | 1,480           | Gun manufacturer                                                      | P. James Debney           |
| 13 | SERVICENET INC.<br>129 King St., Northampton, MA 01060; (413) 585-1300; www.servicenet.org                                                       | 1,400           | Human services                                                        | Susan Stubbs              |
| 14 | HOLYOKE MEDICAL CENTER<br>575 Beech St., Holyoke, MA 01040; (413) 534-2500; www.holyokehealth.com                                                | 1,358           | Hospital                                                              | Spiros Hatiras            |
| 15 | SMITH COLLEGE<br>7 Elm St., Northampton, MA 01063; (413) 584-2700; www.smith.edu                                                                 | 1,200           | College                                                               | Kathleen McCartney        |
| 16 | GENERAL DYNAMICS ADVANCED INFO SYSTEMS<br>100 Plastics Ave., Pittsfield, MA 01201; (413) 494-1110; www.gd-ais.com                                | 1,150           | Defense                                                               | Michael Tweed-Kent        |
| 17 | MOUNT HOLYOKE COLLEGE<br>50 College St., South Hadley, MA 01075; (413) 538-2000; www.mtholyoke.edu                                               | 1,000           | College                                                               | Sonya Stephens            |
| 17 | CARTAMUNDI EAST LONGMEADOW, LLC<br>443 Shaker Road, East Longmeadow, MA 01028; (413) 526-2000; www.cartamundi.com                                | 1,000           | Contract manufacturer of cards and games                              | Jeff Lombard              |
| 17 | SPRINGFIELD COLLEGE<br>263 Alden St., Springfield, MA 01109; (413) 748-3000; www.springfieldcollege.edu                                          | 1,000           | College                                                               | Mary-Beth Cooper          |
| 17 | VERIZON<br>365 State St., Springfield, MA 01105; (800) 837-4966; www.verizon.com                                                                 | 1,000           | Communications                                                        | Donna Cupelo              |
| 21 | HOLYOKE COMMUNITY COLLEGE<br>303 Homestead Ave., Holyoke, MA 01040; (413) 538-7000; www.hcc.edu                                                  | 939             | College                                                               | William Fogerty (interim) |
| 22 | BAYSTATE WING HOSPITAL<br>40 Wright St., Palmer, MA 01069; (413) 283-7651; www.baystatehealth.org/locations/wing-hospital                        | 928             | Hospital                                                              | Michael Moran             |
| 23 | Western New England University<br>1251 Wilbraham Road, Springfield, MA 01119; (413) 782-3111; www.wne.edu                                        | 855             | College                                                               | Anthony Caprio            |
| 24 | SPRINGFIELD TECHNICAL COMMUNITY COLLEGE<br>One Armory Square, Suite 1, Springfield, MA 01105; (413) 781-7822; www.stcc.edu                       | 792             | College                                                               | John Cook                 |
| 25 | C&S WHOLESALE GROCERS INC.<br>Old Ferry Road, Brattleboro, VT 05301; (802) 257-4371; www.cswg.com                                                | 775             | Grocery distribution                                                  | Richard Cohen             |
| 26 | BAYSTATE FRANKLIN MEDICAL CENTER<br>164 High St., Greenfield, MA 01301; (413) 773-0211; www.baystatehealth.org/locations/franklin-medical-center | 756             | Hospital                                                              | Cindy Russo               |
| 27 | PETER PAN BUS LINES<br>1776 Main St., Springfield, MA 01102; (413) 781-2900; www.peterpanbus.com                                                 | 750             | Transportation                                                        | Peter Picknelly           |
| 28 | BAYSTATE NOBLE HOSPITAL<br>115 West Silver St., Westfield, MA 01085; (413) 568-2811; www.baystatehealth.org/locations/noble-hospital             | 694             | Hospital                                                              | Ronald Bryant             |
| 29 | LENOX<br>301 Chestnut St., East Longmeadow, MA 01028; (413) 525-3961; www.lenoxtools.com                                                         | 650             | Power tool accessory, saw blade, and hand tool manufacturer           | Nicole Braskie            |
| 30 | BERKSHIRE BANK<br>24 North St., Pittsfield, MA 01202; (800) 773-5601; www.berkshirebank.com                                                      | 621             | Bank                                                                  | Michael Daly              |
| 31 | J. POLEP DISTRIBUTION SERVICES<br>705 Meadow St., Chicopee, MA 01013; (413) 592-4141; www.jpolep.com                                             | 600             | Wholesaler of non-durable and consumable goods                        | Jeff Polep                |
| 31 | THE LOOMIS COMMUNITIES<br>246 North Main St., South Hadley, MA 01075; (413) 532-5325; www.loomiscommunities.org                                  | 600             | Continuing-care retirement communities                                | David Scruggs             |
| 33 | ISO NEW ENGLAND INC.<br>1 Sullivan Road, Holyoke, MA 01040; (413) 535-4000; www.iso-ne.com                                                       | 580             | Power producer                                                        | Gordon van Welie          |
| 34 | TD BANK<br>1441 Main St., Springfield, MA 01103; (413) 748-8305; www.tdbank.com                                                                  | 575             | Bank                                                                  | David Glidden             |
| 35 | COLUMBIA GAS OF MASSACHUSETTS<br>2025 Roosevelt Ave., Springfield, MA 01101; (413) 781-9200; www.columbiagasma.com                               | 520             | Natural gas distributor                                               | Steve Bryant              |
| 36 | HAMPSHIRE COLLEGE<br>893 West St., Amherst, MA 01002; (413) 549-4600; www.hampshire.edu                                                          | 500             | College                                                               | Jonathan Lash             |
| 37 | OMG INC.<br>153 Bowles Road, Agawam, MA 01001; (413) 789-0252; www.olyfast.com; www.fastenmaster.com                                             | 456             | Fasteners and accessories for roofing and construction                | Hubert McGovern           |
| 38 | SAVAGE ARMS INC.<br>100 Springdale Road, Westfield, MA 01085; (413) 568-7001; www.savagearms.com                                                 | 452             | Manufacturer of hunting rifles and shotguns                           | Al Kasper                 |
| 39 | F.L. ROBERTS & CO. INC.<br>93 West Broad St., Springfield, MA 01105; (413) 781-7444; www.firoberts.com                                           | 450             | Petroleum retail, wholesale                                           | Steven Roberts            |
| 40 | CARTAMUNDI EAST LONGMEADOW, LLC<br>443 Shaker Road, East Longmeadow, MA 01028; (413) 526-2000; www.cartamundi.com                                | 400             | Contract manufacturer                                                 | Jeff Lombard              |
| 40 | EASTMAN, INDIAN ORCHARD OPERATIONS<br>730 Worcester St., Springfield, MA 01151; (413) 788-6911; www.eastman.com                                  | 400             | Resins manufacturer                                                   | Shayne Cowan              |
| 40 | MESTEK INC.<br>260 North Elm St., Westfield, MA 01085; (413) 568-9571; www.mestek.com                                                            | 400             | HVAC equipment maker                                                  | Stuart Reed               |
| 40 | THE SANDRI COMPANIES<br>400 Chapman St., Greenfield, MA 01301; (800) 628-1900; www.sandri.com                                                    | 400             | Petroleum marketing, renewable energy, golf courses                   | Timothy Van Epps          |
| 44 | SOLUTIA INC.<br>730 Worcester St., Springfield, MA 01151; (413) 788-6911; www.eastman.com                                                        | 380             | Resins manufacturer                                                   | Shane Cowan               |
| 45 | PELICAN PRODUCTS INC.<br>147 North Main St., South Deerfield, MA 01373; (800) 542-7344; www.pelican.com                                          | 355             | Lighting and case manufacturer                                        | Joe Eckerle               |
| 46 | VIBRA HOSPITAL OF WESTERN MASSACHUSETTS<br>1400 State St., Springfield, MA 01109; (413) 787-6700; www.vhwmass.com                                | 354             | Rehabilitation and long-term acute care                               | Edward Leary              |
| 47 | BERRY PLASTICS CORP.<br>44 O'Neill St., Easthampton, MA 01027; (413) 527-1250; www.berryplastics.com                                             | 348             | Plastic squeeze tube manufacturer/decorator                           | David Hepburn             |
| 48 | WESTERN MASSACHUSETTS ELECTRIC CO.<br>One Federal St., Springfield, MA 01105; (413) 785-5871; www.wmeco.com                                      | 340             | Utility                                                               | Peter Clarke              |
| 49 | UNITED BANK<br>95 Elm St., West Springfield, MA 01089; (413) 788-3304; www.bankatunited.com                                                      | 313             | Bank                                                                  | William Crawford IV       |
| 50 | SABIC INNOVATIVE PLASTICS<br>One Plastics Ave., Pittsfield, MA 01201; (413) 448-7110; www.sabic-ip.com                                           | 305             | Engineered thermoplastics                                             | Keith Smith               |
| 51 | L-3 KEO<br>50 Prince St., Northampton, MA 01060; (413) 586-2330; www2.1-3com.com                                                                 | 300             | Sensor and weapon systems for defense platforms                       | Matthew Richi             |
| 52 | THE REPUBLICAN<br>1860 Main St., Springfield, MA 01103; (413) 788-1000; www.repub.com                                                            | 280             | Newspaper publisher                                                   | George Arwady             |
| 53 | PEOPLESBANK<br>330 Whitney Ave., Holyoke, MA 01040; (413) 538-9500; www.bankatpeoples.com                                                        | 267             | Bank                                                                  | Thomas Senecal            |
| 54 | TITFLEX<br>603 Hendee St., Springfield, MA 01139; (413) 739-5631; www.titflex.com                                                                | 260             | Flexible PTFE hose manufacturer                                       | Graham Thomson            |
| 55 | BAYSTATE MARY LANE HOSPITAL<br>85 South St., Ware, MA 01082; (413) 967-6211; www.baystatehealth.org/locations/mary-lane-hospital                 | 240             | Hospital                                                              | Michael Moran             |
| 56 | JOHN MORRELL FOOD GROUP<br>20 Carando Dr., Springfield, MA 01104; (413) 781-5620; www.johnmorrell.com                                            | 220             | Food producer                                                         | Mike Wojtowicz            |
| 57 | FLORENCE BANK<br>85 Main St., Florence, MA 01062; (413) 586-1300; www.florencebank.com                                                           | 211             | Bank                                                                  | John Heaps Jr.            |
| 58 | ADVANCE MANUFACTURING CO.<br>8 Turnpike Industrial Road, Westfield, MA 01086; (413) 568-2411; www.advancemfg.com                                 | 200             | Precision machining specialists, engineers, designers, and assemblers | Anthony Amanti            |

## **AMHERST REGIONAL PUBLIC SCHOOLS**

The school system educates a population of approximately 3000 students. Three elementary schools are located in the town of Amherst and one in the town of Pelham. The middle school and high school are located in the town of Amherst, and draw students from the towns of Amherst and Pelham, as well as Leverett and Shutesbury. The central office for the district is located in the middle school building at 170 Chestnut Street in Amherst.

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

### **AMHERST SCHOOLS:**

#### Crocker Farm Elementary School

280 West Street, Amherst

413-362-1600

<http://cf.arps.org>

#### Fort River Elementary School

70 South East Street, Amherst

413-362-1200

<http://fr.arps.org>

#### Wildwood Elementary School

71 Strong Street, Amherst

413-362-1400

<http://ww.arps.org>

#### Pelham Elementary School

45 Amherst Road, Pelham

413-362-1100

<http://pe.arps.org>

#### Amherst Regional Middle School

170 Chestnut Street, Amherst

413-362-1850

<http://arms.arps.org>

#### Amherst Regional High School

21 Mattoon Street, Amherst

413-362-1700

[www.arps.org/hs/](http://www.arps.org/hs/)

## **HADLEY PUBLIC SCHOOLS**

### Hadley Elementary School

21 River Drive, Hadley

413-584-5011

<http://hadleyelementary.vt-s.net>

Hadley has one public elementary school --Hadley Elementary School. Previously housed in the Russell Elementary School, and the Hooker Elementary School across Route 9, Hadley Elementary School came together to serve grades Pre-K through 6 when the new school building was built on River Drive in 1996. The kindergarten through grade 6 student population has averaged about 330 students each year for the period 2000-2008. Current K-6 student enrollment is 329 students with an average class size of 21 students.

### Hopkins Academy

131 Russell Street, Hadley

413-584-1106

<http://hadleyhopkins.vt-s.net>

Though once a private school, Hopkins Academy is Hadley's outstanding public middle and high school for students in grades 7-12. The school excels in academics compared to the majority of public schools in Massachusetts. U.S. News and World Report (December 2010) has voted Hopkins Academy one of the top schools in the nation.

## **SOUTH HADLEY PUBLIC SCHOOLS**

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

### Plains Elementary School

267 Granby Road, South Hadley

413-538-5068

Grades PreK – 1

### Mosier Elementary School

101 Mosier Street, South Hadley

413-538-5077

Grades 2-4

### Michael E. Smith Middle School

100 Mosier Street, South Hadley

413-538-5074

Grades 5-8

### South Hadley High School

153 Newton Street, South Hadley

413-538-5063

Grades 9-12

## **GRANBY PUBLIC SCHOOLS**

### West Street School

14 West Street, Granby

413-467-9235

Preschool, Kindergarten, Grades 1-3

### East Meadow Street School

393 East State Street, Granby

413-467-7199

Grades 4-6

### Granby Jr./Sr. High School

385 East State Street, Granby

413-467-7104

Granby Junior-Senior High School is a six-year comprehensive school of approximately 566 students, grades 7-12, accredited by the New England Association of Secondary Schools and Colleges.

## **BELCHERTOWN PUBLIC SCHOOLS**

The Belchertown school district is comprised of five schools: Cold Spring School (PK & K), Swift River Elementary School (grades 1-3), Chestnut Hill Community School (grades 4-6), Jabish Brook Middle School (grades 7-8), and Belchertown High School (grades 9-12). Approximately 2600 students attend the Belchertown public schools.

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

### Cold Spring School

57 South Main Street, Belchertown

413-323-0428 x2

Grades Kindergarten and Pre-Kindergarten

### Chestnut Hill Community School

59 State Street, Belchertown

413-323-0437

Grades 4-6

### Swift River Elementary School

57 State Street, Belchertown

413-323-0471

Grades 1-3

### Jabish Brook Middle School

62 North Washington Street, Belchertown

413-323-0433

Grades 7-8

### Belchertown High School

142 Springfield Road, Belchertown

413-323-9419

Grades 9-12

## **TRANSPORTATION IN AND AROUND AMHERST**

### PIONEER VALLEY TRANSIT AUTHORITY

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

413-781-7882

The Pioneer Valley Transit Authority is the largest regional transit authority in Massachusetts with 186 buses, 132 vans and 24 participating member communities. The Pioneer Valley Transit Authority was created by Massachusetts General Laws Chapter 161B in 1974 as a funding source and to provide oversight and coordination of public transportation within the Pioneer Valley region.

### UMASS TRANSIT SERVICE

[www.umass.edu/transportation/transit](http://www.umass.edu/transportation/transit)

413-545-0056

Email: [transit@umass.edu](mailto:transit@umass.edu)

UMass Transit provides bus and van service to the University/Five College communities.

### PETER PAN BUS LINES

1-800-343-9999

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

Connects Amherst, Northampton, Holyoke and Springfield.

# FINDING HIGH OPPORTUNITY NEIGHBORHOODS WITH THE OPPORTUNITY ATLAS

## “WHERE KIDS GROW UP TO EARN MORE” MAP LAYER

### What is the Opportunity Atlas?

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



### How to Use the Map:

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



### Need Help?

Ask your housing specialist or contact [AffordableHousing.com](http://AffordableHousing.com) at 866-466-7328



### Why This Matters:

Neighborhoods with higher opportunity scores are linked to:

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

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



# 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 (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- ☐ Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- ☐ Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- ☐ Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), 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 and/or a violation of your VAWA rights. 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? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? 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:                                                                                                   | <input type="checkbox"/> Cell phone? |               |
| Email address(es):                                                                                              |                                      |               |
| Preferred contact: <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> Other |                                      |               |
| Best time to call: <input type="checkbox"/> Morning <input type="checkbox"/> 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, email, or fax your claim form

Submit online at [www.hud.gov/fairhousing/fileacomplaint](http://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 321  
Boston, MA 02222  
**Email:** [ComplaintsOffice01@hud.gov](mailto:ComplaintsOffice01@hud.gov)  
**Fax:** 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  
**Email:** [ComplaintsOffice02@hud.gov](mailto:ComplaintsOffice02@hud.gov)  
**Fax:** Call (212) 542-7519 for assistance

### FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

**Mail:**

FHEO Region 3 The Wanamaker Building  
100 Penn Square East, 12th Floor Philadelphia, PA 19107  
**Email:** [ComplaintsOffice03@hud.gov](mailto:ComplaintsOffice03@hud.gov)  
**Fax:** 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  
**Email:** [ComplaintsOffice04@hud.gov](mailto:ComplaintsOffice04@hud.gov)  
**Fax:** 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  
**Email:** [ComplaintsOffice05@hud.gov](mailto:ComplaintsOffice05@hud.gov)  
**Fax:** 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  
**Email:** [ComplaintsOffice06@hud.gov](mailto:ComplaintsOffice06@hud.gov)  
**Fax:** 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,  
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