



VOUCHER TERM & EXTENSION



At the close of the briefing session, each household will be issued a Housing Voucher, which outlines obligations of the family and the date the voucher expires.



DURATION OF VOUCHER/ EXPIRATION

- The Voucher is valid for a period of **90 calendar days** from the date of issuance.
- Prior to expiration, the family may contact the HA to request assistance from the HA in locating suitable housing.
- The family must submit a Request for Tenancy Approval and an unexecuted lease within the 90-day period unless an extension has been granted by the HA.



EXTENSIONS

All families issued a voucher may request an extension of the Voucher time period. ***See Portability exclusions.**

STANDARD EXTENSION (ALL FAMILIES)

- Families can request one **30 day extension** in writing. Extensions will expire 30 days from the initial expiration date.
- Any requests for extensions received after the initial expiration date but within 30 days will receive a “prorated” extension which still expires 30 days beyond the initial expiration date.
- Under no circumstances shall a voucher search term for a non-disabled family exceed **120 days** (90 days initial term plus 30 day extension).



PORTABILITY EXCLUSIONS

- **Port-ins** automatically receive a **30 day extension** of the voucher issued by their original Housing Authority. The only other extension which can be provided falls in accordance with the above policy for disabled households.
- **Port-outs** will be given the **standard 30 day extension** (for a total of **120 day** search time) at the time they port out, if not already extended. While searching in another jurisdiction, the HA will not issue any further extensions to clients.

DISABLED HOUSEHOLD EXTENSION

- A family with a disabled household member may request an additional 30 day extension of the Voucher time period (after the initial extension available for all families) as a reasonable accommodation.
- Requests for extensions for reasonable accommodation will require the client to complete a Reasonable Accommodation Request Form demonstrating the “nexus” between the disability and the need for additional search time.



SUSPENSIONS

- As long as a Request for Tenancy Approval is submitted prior to the expiration of the Voucher and the unit is available for inspection prior to the voucher expiration date, the HA will inspect the unit if all other requirements are met.
- Should the inspection fail for an inspection conducted after the expiration date of the voucher, the owner has **10 days** to make the necessary repairs or the voucher will have expired and the participant will not be eligible for assistance.
- For all voucher holders, the HA will suspend the term of the voucher once a Request for Tenancy Approval (RFTA) form and all required documents/information have been provided prior to the expiration of the voucher term.
- Suspension ends when the HA issues written notification to the family that the unit has been approved or denied.
- The total number of days the voucher was suspended will be added to the voucher term so that the time the HA took to process the unit request does not negatively impact the family's search time.



OCCUPANCY STANDARDS / VOUCHER SIZE

Housing Choice Voucher Program



Occupancy Standards are based on household size and family composition, as detailed in the Charles County Housing Choice Voucher Administrative Plan.

Voucher Size Issued

HUD guidelines require the Housing Authority (HA) to establish occupancy standards for determining Voucher bedroom size. These standards are designed to provide a minimum commitment of subsidy while avoiding overcrowding and meeting HUD Housing Quality Standards.

The bedroom size listed on the Voucher remains the same as long as the family composition remains the same, regardless of the actual size of the unit rented.

The HA uses these standards to determine the Voucher size to be issued. The HA does not limit who may share a bedroom or sleeping room, and families will not be required to use rooms other than bedrooms for sleeping purposes when Voucher size is determined.

The actual Payment Standard that will be used is the lower of, the voucher size issued or the actual number of bedrooms in the unit selected by the family.

A minimum of two people will be used in determining voucher size.

- **Foster children** will be included when determining unit size.
- Space may be provided for a child who is away at school but lives with the family during school recesses.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military or incarcerated.

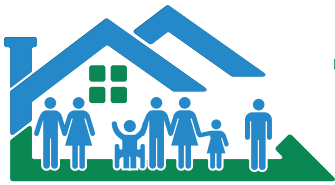
Occupancy Standards Exceptions

The HA shall grant exceptions when it determines that an exception is justified for a person with a disability as a **reasonable accommodation**. The request may be considered based on the health or disability-related needs of the person.

Example: An elderly, handicapped, or disabled person who requires a live-in attendant.

The HA will review the request under the conditions outlined in its Administrative Plan and determine whether the request will be granted. The need for an exception to unit-size standards must be **verified and documented**. Exceptions are considered only as reasonable accommodations for a person with a disability and are granted at the discretion of the HA.

Important: Voucher bedroom size is based on approved household composition. Report household composition changes to the Housing Authority as required.



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 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).

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.

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FINDING HIGH OPPORTUNITY NEIGHBORHOODS WITH THE OPPORTUNITY ATLAS

“WHERE KIDS GROW UP TO EARN MORE” MAP LAYER

What is the Opportunity Atlas?

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



How to Use the Map:

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



Need Help?

Ask your housing specialist or contact 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.

PORTABILITY NOTICE

WHY MOVE?

A family may wish to move to an area that is convenient to their job, children's school, or that may have more readily available housing. The Housing Choice Voucher program allows participants to relocate in an area other than Charles County. Studies show that children of families moving to the suburbs reach higher levels of academic achievement because of better school systems. Also, families experience increased satisfaction with neighborhood safety, lower crime rates, better public services, and more shopping and increased job opportunities.

WHO IS ELIGIBLE TO RELOCATE?

Families assisted under the Housing Choice Voucher Program have a right to move anywhere in the United States where there is a Voucher Program. Families currently receiving program assistance in Charles County may exercise their option to move.

PROCEDURES FOR EXERCISING PORTABILITY

This office is responsible for determining if there is a Housing Authority operating a Voucher Program in the area where the family wishes to move. After determining continued eligibility, the Department of Community Services, Housing Authority office will then transfer the required file documents relating to the case, as well as a letter of good standing to the new (receiving) Housing Authority.

The new Housing Authority may have different local requirements regarding such things as occupancy standards and reporting requirements. For example, a family may have to choose a different bedroom size, or may have to report family income within a different time frame. The receiving Housing Authority will conduct another interview with the family to explain how their program works.

RENT CALCULATIONS UNDER PORTABILITY

The new Housing Authority's Fair Market Rent limits and payment standards apply. This means the rent and utilities for the unit chosen in the new area must be within the limits that apply in that particular area.

The formula for deciding the family's portion of rent is the same. In other words, under the Voucher Program, a family will pay the difference between the housing subsidy and the contract rent.

All moves require close coordination between agencies, so please take no action without consulting this Agency. Failure to follow program regulations may jeopardize your assistance. For further information concerning portability, contact your Housing Program Specialist.

This will certify that I have read the above subject matter and understand its content.

Head of Household

Date

Neighboring County Contact Information

Calvert County Housing Authority P.O. Box 2509 Prince Frederick, MD 20678	Program Administrator Ashley Hunter	Phone# 410-535-5010 X 502 Fax# 410-535-4286 Email: ahunter@calverthousing.org
District of Columbia Housing Authority 1133 North Capitol St., NE Washington, DC 20002	Attention: Portability Team	Phone# 202-535-1000 Fax# 202-330-5183 Email: hcvports@dchousing.org
Prince George's Housing Authority 9200 Basil Ct., Suite 107 Upper Marlboro, MD 20774	Portability Officer Ms. Jasmine Copeland	Phone# 301-883-5050 Fax# 301-883-3440 Email: hcvportability@co.pg.md.us
Housing Authority of St. Mary's County 21155 Lexwood Dr., Suite C Lexington Park, MD 20653	Portability Specialist Jennifer Spalding	Phone# 301-880-7074 ext. 1421 Fax# 301-880-7151 Email: Portability@stmaryshousing.org

For additional PHA offices, please visit: <https://www.hud.gov/contactus/public-housing-contacts>

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

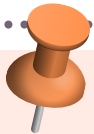
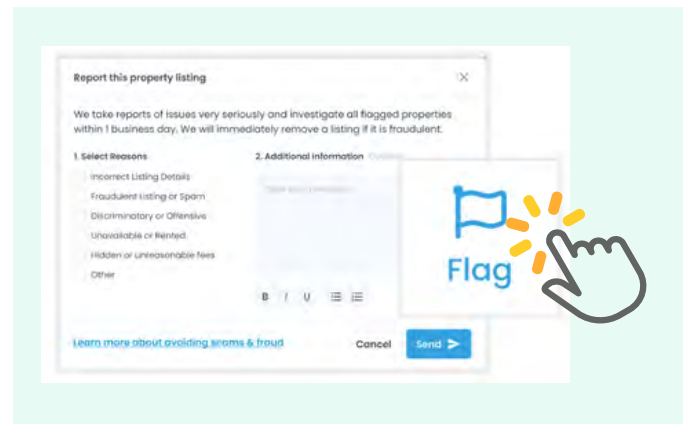
- ☐ Never pay before seeing the home in person.
- ☐ Check the "Member Since" date on AffordableHousing.com and look for the Trusted Owner badge.
- ☐ Avoid payments by wire, Zelle, Cash App, or gift cards.
- ☐ If it feels off, pause and contact AffordableHousing.com Customer Support



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

💬 Chat: Click "Chat With US" to start a chat on AffordableHousing.com



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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

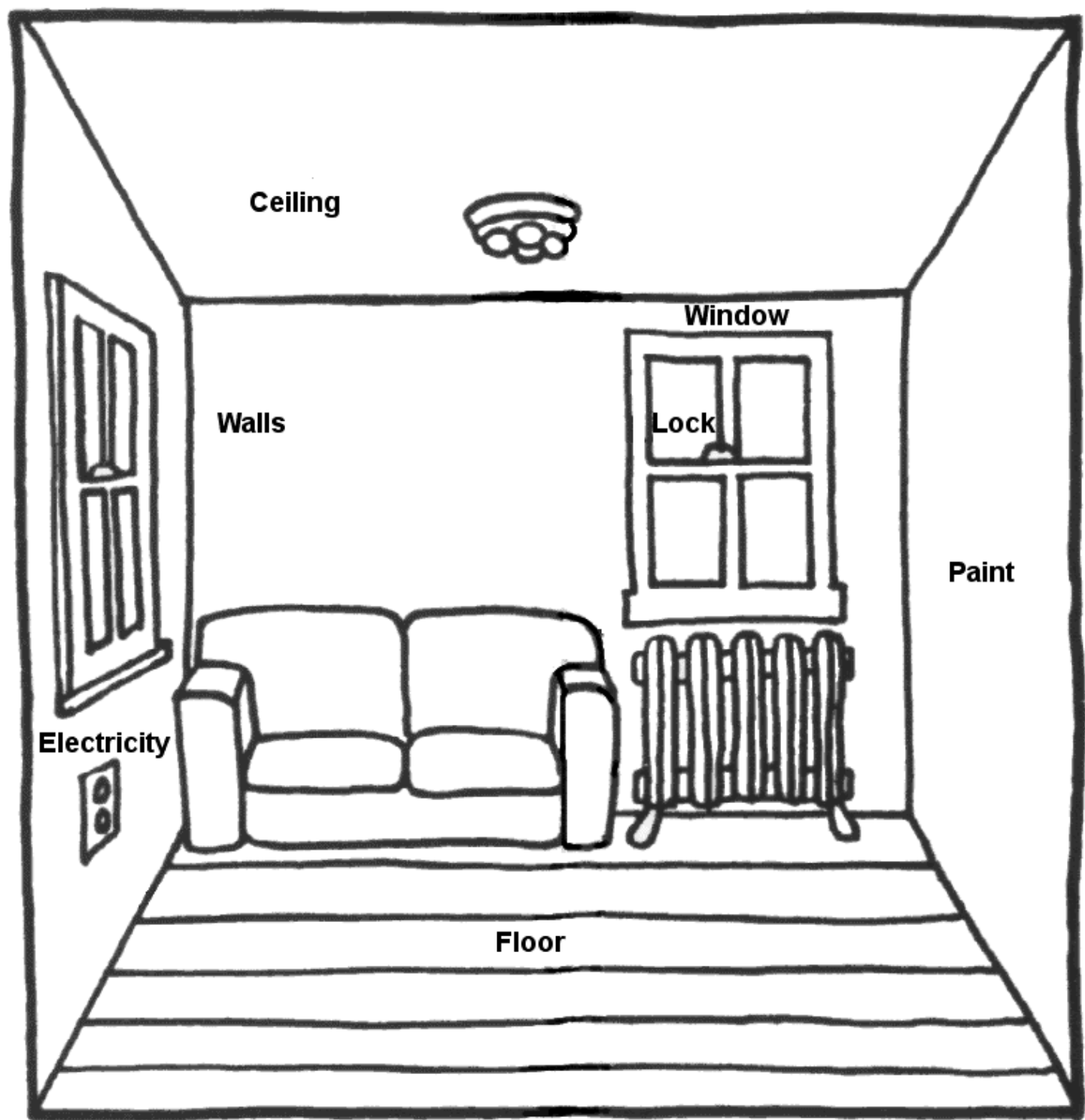
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



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.)

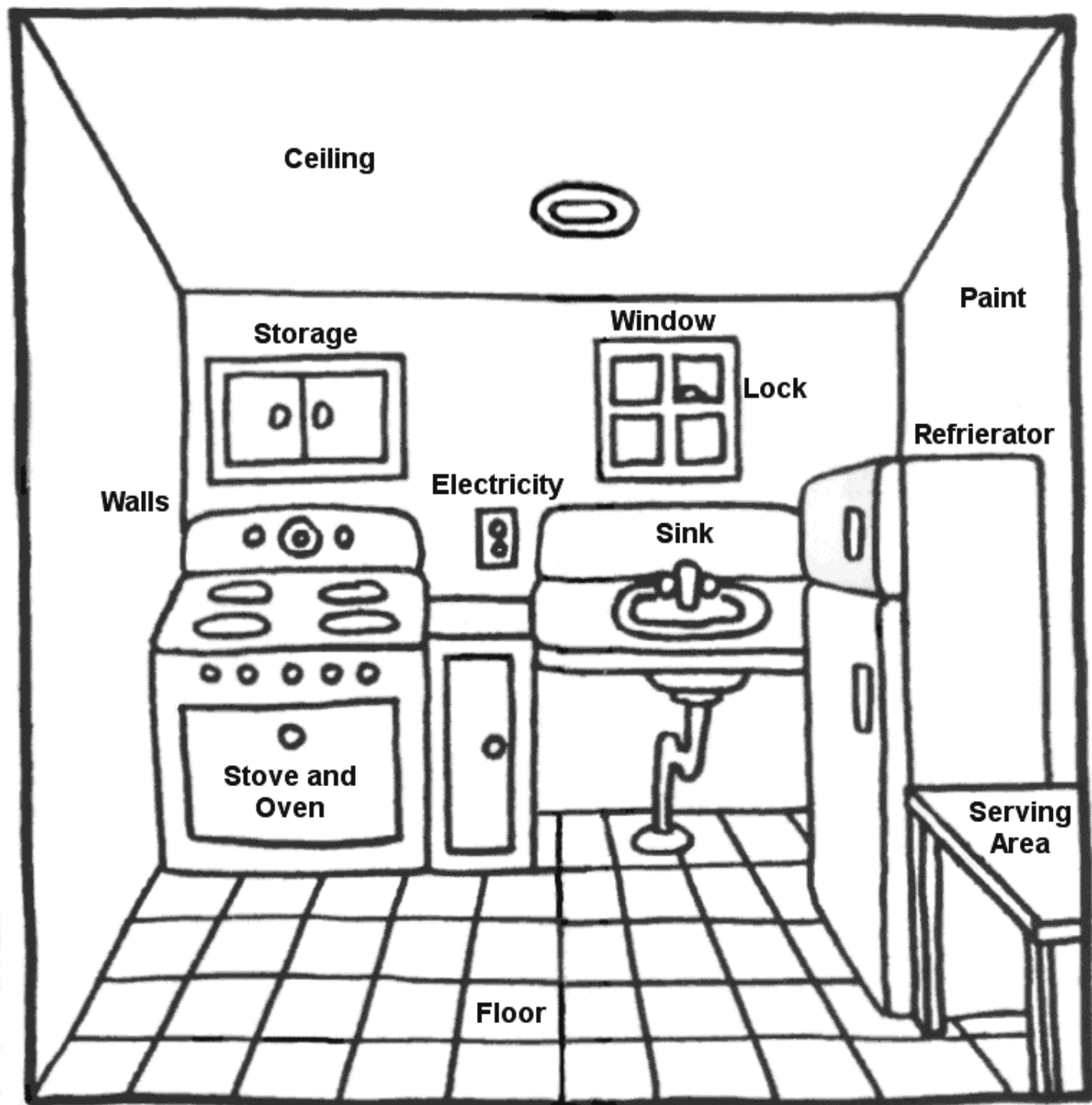
Sink

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.

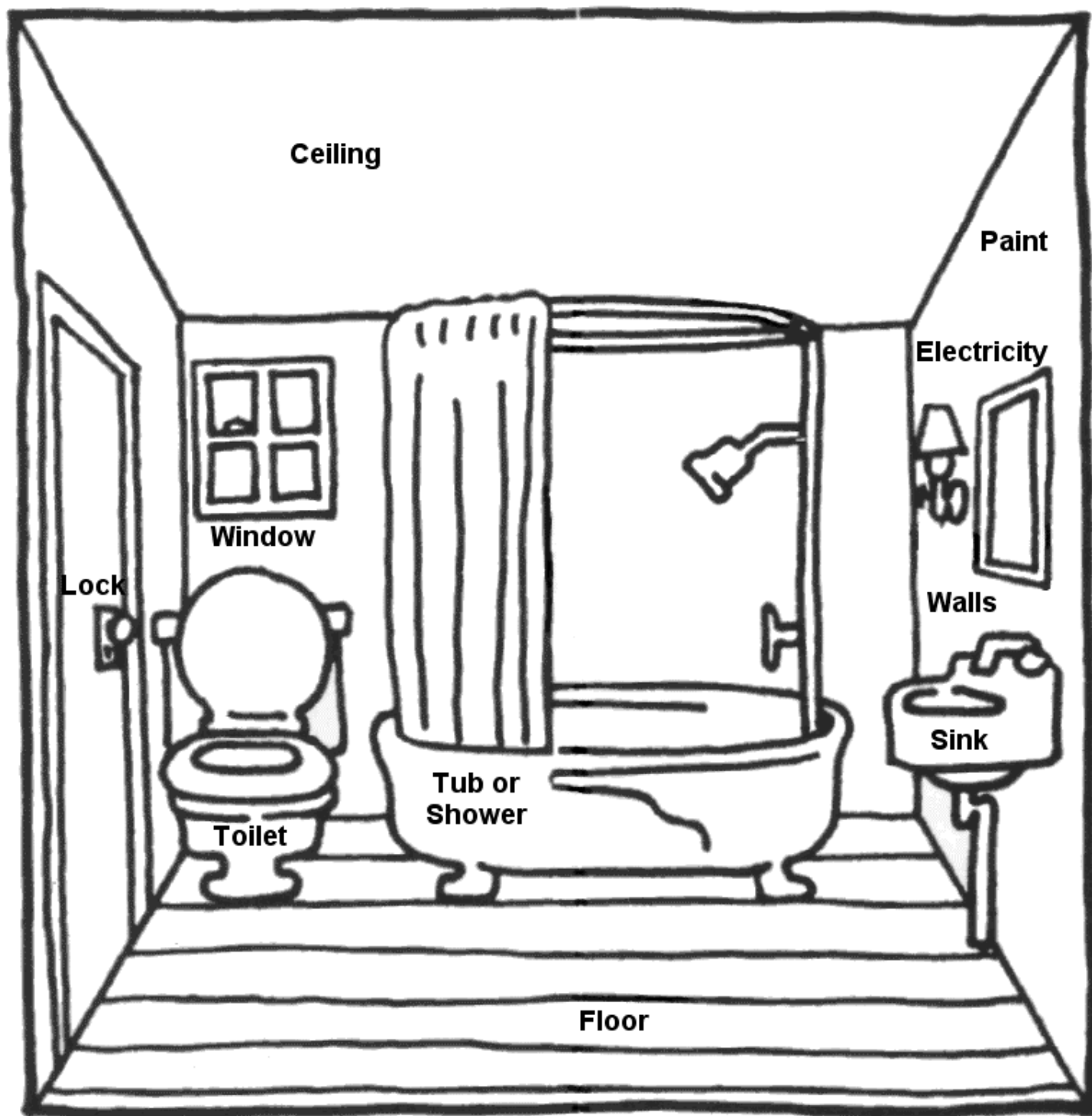
Sink

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.



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

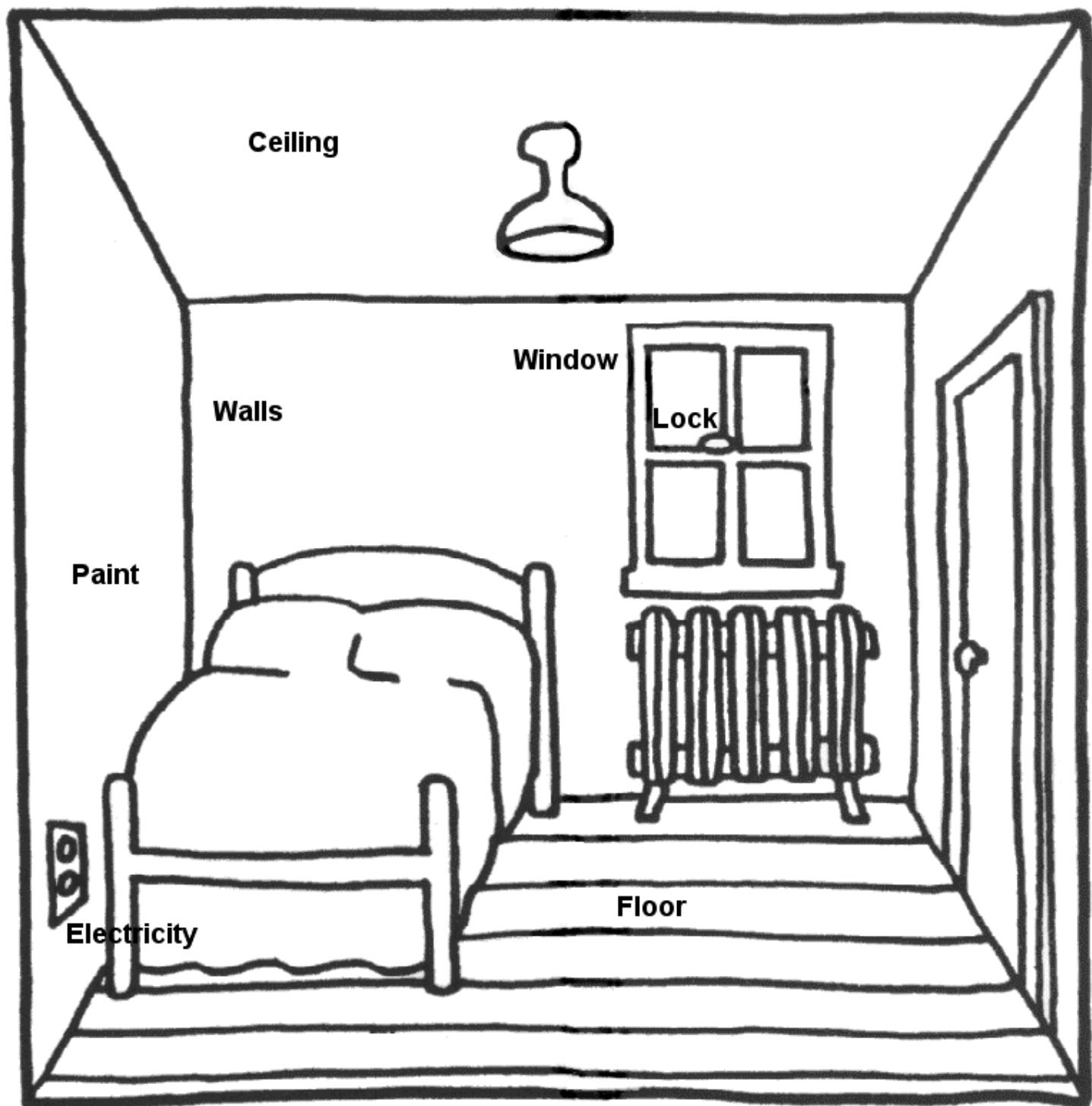
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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.

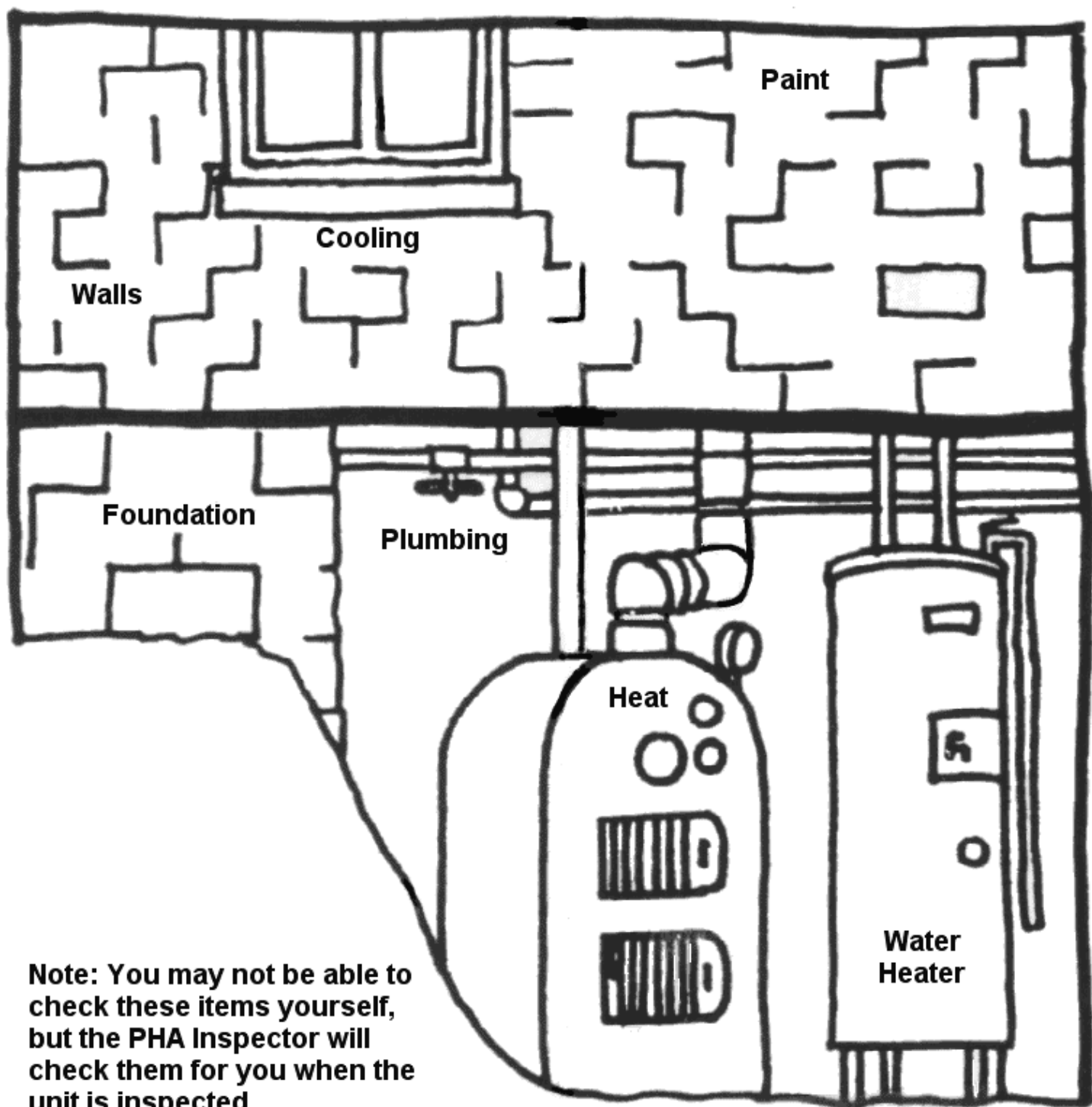
Heat

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?



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

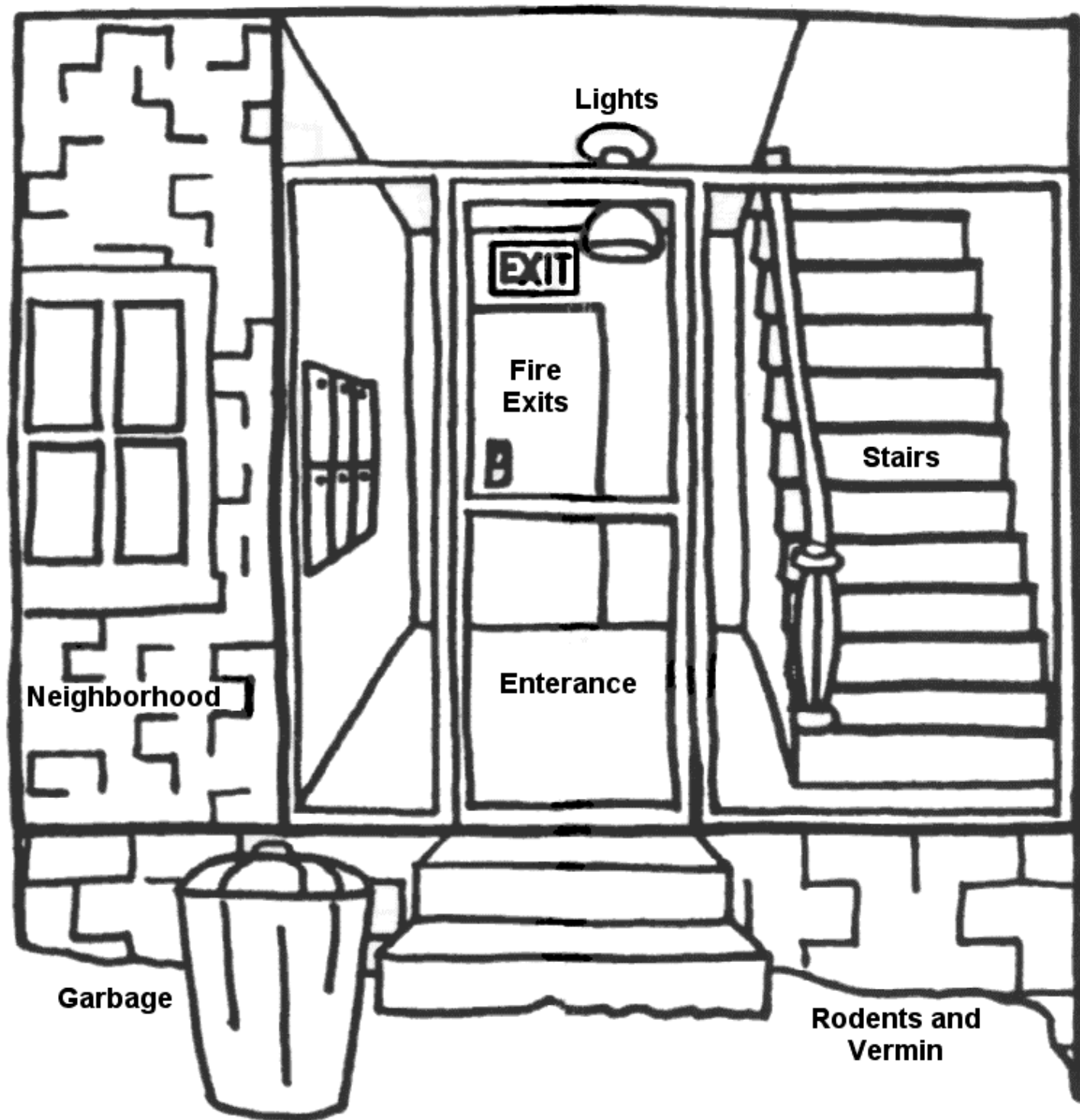
No sign of rats or large numbers of mice or vermin (like roaches).

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



Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

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

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

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

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

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



Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772

[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

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

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

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698

[hud.gov/lead](https://www.hud.gov/lead)

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

EPA-747-K-12-001
March 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

Other Sources of Lead, continued

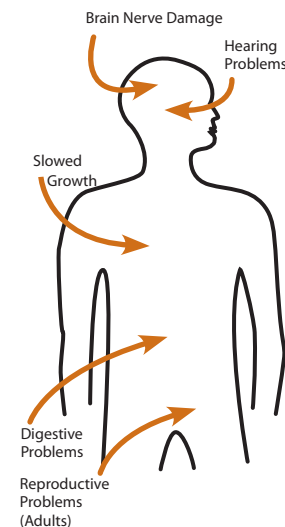
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that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

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

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

Check Your Family for Lead

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

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

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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

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

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

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



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

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

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.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.¹

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

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

Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Reducing Lead Hazards, continued

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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

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

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

Reducing Lead Hazards

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

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



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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



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

Checking Your Home for Lead, continued

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

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

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

What You Can Do Now to Protect Your Family

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

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

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



Housing Choice Voucher TENANCY APPROVAL PROCESS

*Fair Rules.
Safe Housing.
Stronger Communities.*

The tenancy approval process for the Housing Choice Voucher (Section 8) program begins with the landlord submitting a Request for Tenancy Approval (RFTA, HUD-52517) to the Public Housing Authority (PHA), which then verifies eligibility, rent reasonableness, and Housing Quality Standards before approving the lease and signing the Housing Assistance Payments (HAP) contract.



1 TENANT SELECTS A UNIT AND LANDLORD INITIATES RFTA

When a voucher holder finds a suitable unit and the landlord agrees to lease it to the program participant, the tenant gives the landlord a packet from the PHA. The landlord completes the HUD-52517 Request for Tenancy Approval (RFTA) and returns it to the PHA.

The RFTA must include:

- Unit address, number of bedrooms, and year built
- Requested lease start date and proposed rent
- Security deposit amount
- Date unit is available for inspection
- Utilities/appliances provided by landlord and tenant



2 PHA REVIEW FOR ELIGIBILITY

The PHA checks that:

- The unit meets Safe and Habitable Housing standards.
- The rent is reasonable compared to similar unassisted units (24 CFR 982.507).
- The landlord is not debarred or otherwise ineligible.
- The unit is not owned by a close family member unless an exception applies.



3 INSPECTION AND RENT REASONABLENESS

If the unit passes the Housing inspection, the PHA confirms the rent is within the payment standard and is not above comparable unassisted units.



5 LEASE-UP AND SUBSIDY PAYMENT

After the HAP contract is signed, the PHA begins paying the landlord the subsidy portion of rent, and the tenant pays the remainder as approved and instructed by the PHA.



4 EXECUTION OF HAP CONTRACT

Once approved, the PHA and landlord sign the Housing Assistance Payments (HAP) contract (HUD-52641) and the tenancy addendum.



The HAP contract must be executed within 60 calendar days of the lease start date under 24 CFR 982.305(c). Otherwise, it is void and the PHA cannot pay subsidies.

KEY COMPLIANCE POINTS



TIMELINESS

The RFTA must be submitted before the lease starts. Delays can halt the process.



ACCURACY

Incorrect bedroom counts, rent, or inspection dates can cause rejection.



INSPECTION

An inspection is mandatory before the initial lease.



RENT CAP

For first-time voucher holders, the tenant's share cannot exceed 40% of adjusted monthly income if the rent exceeds the payment standard.



INFORMED TENANTS

RESPONSIVE LANDLORDS

QUALITY HOUSING

STRONGER COMMUNITIES



Housing Assistance Payments (HAP) Contract for Housing Choice Voucher Program

*Fair Rules.
Safe Housing.
Stronger Communities.*

The HAP contract is an agreement between The Housing Authority (PHA) and a property owner to provide housing assistance payments for a family under the Housing Choice Voucher (HCV) program.



1 WHAT IS THE HAP CONTRACT?

The Housing Assistance Payments (HAP) contract is executed between the PHA and the owner of a unit leased to a participant in the Housing Choice Voucher program. Its primary purpose is to authorize the PHA to make monthly housing assistance payments to the owner on behalf of the assisted family, ensuring the family can afford the unit while complying with HUD regulations (HUD-52641).



2 STRUCTURE OF THE HAP CONTRACT

The HAP contract consists of three main parts:



Part A - Contract Information

Includes details about the tenant, unit address, lease term, and any special housing type designation.



Part B - Body of Contract

Outlines the obligations of the PHA and the owner, including payment terms, compliance with Inspection Standards, and remedies for noncompliance.



Part C - Tenancy Addendum

Specifies tenant rights and responsibilities, utility and appliance responsibilities, and any additional provisions required by HUD.

3 KEY PROVISIONS



Payment Amounts:

The PHA determines the monthly housing assistance payment. The total rent paid by the tenant plus the PHA payment cannot exceed the approved rent to the owner. Any excess must be returned to the PHA.



Lease Term:

The HAP contract term matches the lease term.



Owner Eligibility:

The PHA must verify that the owner is eligible to participate in the HCV program before executing the HAP contract.



Compliance with Inspection Standards:

The owner must maintain the unit according to HUD's Inspection Standards. The PHA may inspect the unit and enforce remedies for noncompliance, including abatement or termination of payments.



Special Provisions:

The PHA may include language limiting security deposits to amounts consistent with private market practice or defining when payments are considered received by the owner.

4 EXECUTION AND PAYMENT



The HAP contract is executed after the assisted tenancy is approved. The PHA cannot make any housing assistance payments until the contract is signed. Payments are made monthly, at or near the beginning of each month, and the amount may adjust based on changes in family income, household composition, or other factors.

5 REGULATORY BASIS



The HAP contract is governed by **24 CFR Part 982**, which outlines the rules for tenant-based assistance, payment calculations, and program administration. HUD requires the HAP contract to be used in its prescribed form **without modification**, except for certain allowable provisions such as security deposit limits or payment receipt definitions.



IN SHORT:

The HAP contract formalizes the financial and legal agreement between the PHA and the property owner, ensuring that families participating in the HCV program have access to safe, decent, and affordable housing while maintaining compliance with HUD regulations.



INFORMED TENANTS

RESPONSIVE LANDLORDS

QUALITY HOUSING

STRONGER COMMUNITIES



EQUAL HOUSING
OPPORTUNITY

**Tenancy Addendum
Section 8 Project-Based
Voucher Program**
(to be attached to the 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. Public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. 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 983.256(b)(3). The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. Initial Tenant Rent

Enter the initial monthly amount of tenant rent.

Section 8. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 9. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. **Tenant**

--

3. **Contract Unit**

--

4. **Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

--

5. **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

The initial rent to owner is: \$ _____

7. **Initial Tenant Rent**

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Previous editions are obsolete

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9. Utilities and Appliances

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

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

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).

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Date

Previous editions are obsolete

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Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) 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 PBV 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 public housing agency (PHA) under the PBV 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 to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and 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 PBV 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 be used for residence only 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 and redetermined rent to owner are established in accordance with HUD requirements.
- b. 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 tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- 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 PBV 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. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.
- 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 terminate the tenancy only 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 terminate the tenancy only 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 includes:

(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 includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) 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).

(b) 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).

(c) 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 such incident or incidents 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).

(7) 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).

(8) 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).

(9) Actual and Imminent Threats:

(a) 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).

(b) 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).

(10) 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, which must be made available upon request, must:

(a) 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;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) 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.

(11) 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:

(a) 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;

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

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) 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:

(a) The move was 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

(b) 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 983.261.

(15) Confidentiality:

(a) 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.

(b) 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.

(c) 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.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

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

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

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

9. 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.

10. Lease: Relation to HAP Contract

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

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental

assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable 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.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and 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. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Previous editions are obsolete

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

17. Definitions

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

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

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 PBV program.

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

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

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 project-based 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.



HUD Explanation of **SECURITY DEPOSITS** for Tenants

*Fair Rules.
Safe Housing.
Stronger Communities.*

1

AMOUNT AND COLLECTION

- **Security Deposit cannot exceed the amount of the monthly contract rent for the unit.**
- The tenant is responsible for paying the Security Deposit.
- The owner may collect the security deposit in installments if they choose to allow the tenant to make payments.

2

HOW THE DEPOSIT MUST BE HELD

- **Segregated account:** Funds must be kept in a separate interest-bearing account, not commingled with other funds.
- **Account balance:** Must always equal the total collected from current tenants plus accrued interest, minus allowable administrative cost adjustments.
- **Interest:** Owners must comply with state/local laws on interest payments; in many states, interest earned is credited to the tenant's deposit.

3

TENANT'S ROLE IN REFUND ELIGIBILITY

To be eligible for a refund after moving out of a unit, the tenant must provide a forwarding address to the landlord or arrange to pick up the refund.

4

USE OF THE DEPOSIT

The owner may use the deposit (plus interest) to cover:

- Unpaid rent or other amounts owed under the lease
- Damages to the unit
- Estimated repair costs

5

REFUND TIMELINES AND PROCESS

Within 45 days (or sooner if State/local laws require) after the end of the tenancy, the landlord is responsible for advising the tenant of the disposition of the security deposit.

- **If no debt:** Refund the full deposit plus interest.
- **If debt exists:** Provide a written list itemizing unpaid rent, damages, and repair costs, plus a statement of tenant rights under state/local law.
- **If deposit exceeds debt:** Refund the unused balance.
- **If no list is provided:** Tenant is entitled to the full deposit plus interest.



IN SHORT:

Deposits are to be reasonable, properly held, and returned promptly, with clear documentation if deductions are made.



INFORMED TENANTS

PROTECTED DEPOSITS

STABLE HOMES



EQUAL HOUSING
OPPORTUNITY



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.

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 FAMILY OBLIGATIONS

24 CFR § 982.551 — Obligations of Participant

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Stronger Communities.*

1 SUPPLY REQUIRED INFORMATION



- Provide any information requested by the PHA or HUD, including required certifications, releases and documentation (e.g., proof of citizenship or eligible immigration status).
- Provide information for regularly scheduled reexaminations or interim reexaminations.
- Disclose and verify all Social Security numbers and sign required consent forms.
- All information you provide must be **true and complete**.

2 CARE FOR THE UNIT & ALLOW INSPECTIONS



- You are responsible for any Housing Quality Standards (HQS) breach caused by your family.
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice.

3 FOLLOW THE LEASE & REPORT CHANGES



- Do not commit any serious or repeated violation of the lease.
- Notify the PHA and the owner in writing before you move out of the unit or terminate the lease.
- Promptly give the PHA a copy of any owner eviction notice.



VAWA Protection: An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, under applicable HUD protections.

4 USE & OCCUPANCY OF THE UNIT



- Use the assisted unit for residence by your family. It must be your family's only residence.
- The household composition must be approved by the PHA.
- Promptly report births, adoptions, court-awarded custody of a child, and when any family member no longer lives in the unit.
- Request PHA approval before adding any other family member as an occupant.
- A foster child or live-in aide may live in the unit only with PHA approval.
- Household members may engage in legal profitmaking activities in the unit only if they are incidental to residential use and approved by the landlord.
- Do not sublease or sublet the unit.
- Do not assign the lease or transfer the unit.

5 ABSENCES & OWNERSHIP



- Promptly notify the PHA of any absence from the unit and provide any information or certification requested to verify that your family is living in the unit or to explain the purpose of the absence.
- You may not own or have any interest in the assisted unit.

6 PROGRAM INTEGRITY & COMMUNITY SAFETY



- Do not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- Household members may not engage in drug-related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents.
- Household members must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents.



VAWA Protection: Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a household member or guest, will not be cause for termination of assistance for the victim, under applicable HUD protections.

7 NO DUPLICATE HOUSING ASSISTANCE



- You may not receive Housing Choice Voucher tenant-based assistance while also receiving another Federal, State, or local housing subsidy for the same unit or a different unit, if it is duplicative subsidy (as determined by HUD or in accordance with HUD requirements).



IN SHORT:

Keep information accurate. Follow your lease. Report household and move changes. Allow inspections. Use the unit as your only residence. Protect your assistance by following program rules.



INFORMED FAMILIES

PROGRAM COMPLIANCE

STABLE HOUSING

STRONGER COMMUNITIES



EQUAL HOUSING
OPPORTUNITY

MARYLAND TENANTS' BILL OF RIGHTS

(Effective October 1, 2026)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it annually. The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed at the end of this document. The Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs drafted this document, not your landlord.

Landlords must attach the latest version of this document to every residential lease.

This document summarizes significant rights of tenants under Maryland law. It is not a complete list of every tenant right. It does not cover every detail, exception, or difference that may apply on a case-by-case basis.

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research through Maryland Court Help Centers and The Peoples' Law Library of Maryland
- Consulting with an attorney

Some local jurisdictions within the state may offer additional rights to residential tenants. But the rights in this Maryland Tenants' Bill of Rights apply to all residential tenants in Maryland unless specifically noted otherwise.

This is general information and does not constitute legal advice. You are encouraged to speak with an attorney if you have questions about your rights as a tenant. Contact information for legal services is listed at the end of this Bill of Rights.

(Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

1. RENTAL APPLICATIONS

Application fees:

- Landlords who rent five or more units can only keep a maximum of \$25 for an application fee, unless their actual application related costs (such as credit checks) are more than \$25.
- If a landlord charges more than \$25 but their costs were less than the amount charged, they must refund the portion of the application fee that was not used for application-related costs.

- The refund must be made within 15 days of one of the following:
 - The tenant moved into the unit, or
 - The landlord or the applicant gives written notice that the applicant will not rent the unit.
- Before accepting an application fee, landlords who rent five or more units must disclose in writing whether they use criminal histories to screen applicants.

Application expenses:

- Applicants may ask the Landlord for a list of the application expenses.
- The list must include monetary amounts and descriptions of each expense.

Tenant screening report:

- Some landlords may choose to accept a tenant screening report that was:
 - Prepared by a consumer reporting agency within the 30 days before application is submitted,
 - Prepared by a consumer reporting agency, and
 - Obtained and paid for by the tenant.
- If a landlord accepts such a report, they may not charge you an application fee.

Criminal History Screening

- Landlords are not required to screen an applicant's criminal history, but if they screen any applicant, they must screen all applicants.
- A landlord's decision not to check an applicant's criminal history or to rent units to applicants with criminal histories may not be the basis for a civil claim against the landlord.
- If you are applying for housing from a landlord with more than five units who screens applicants' criminal history, the landlord must make a conditional offer for housing before they screen your criminal history.
- Before making a conditional offer, a landlord can require you to disclose whether you have been convicted of the following crimes in Maryland or an equivalent crime in any other state:
 - A sexual offense,
 - Child pornography,
 - First- or second-degree murder,
 - Human trafficking, or
 - Any crime that has ever required you to register as a sex offender.
- If you are applying for federally assisted housing, a landlord can also require you to disclose whether you have ever been convicted of manufacturing, distributing,

dispensing, or producing methamphetamine in federally assisted housing before making a conditional offer.

- Landlords can only withdraw a conditional offer for a substantial, legitimate, and nondiscriminatory reason if you have been convicted of:
 - o a crime listed above, or
 - o a felony in the five years before you applied for housing
- The landlord must notify you in writing why they withdrew the offer.
- You can request that the landlord reconsider the withdrawal of the conditional offer. You can provide written evidence that demonstrates:
 - o there are inaccuracies in your criminal history record,
 - o you have been rehabilitated since your criminal conviction, or
 - o any other mitigating factors the landlord should consider.
- When reassessing applicants, a landlord must consider:
 - o The nature and severity of the crime,
 - o Your age at the time of the crime,
 - o How long it has been since the conviction occurred,
 - o Whether the crime occurred in your residence,
 - o Whether the crime, if repeated, would impact the safety of other tenants, and
 - o Any information provided demonstrating the applicant's rehabilitation and good conduct since the crime occurred.

Paying Rent with an Income-Based Housing Subsidy

- If you will pay your rent with an income-based housing subsidy, landlords cannot refuse to rent to you because of your:
 - o Income,
 - o Credit score,
 - o Lack of credit score, or
 - o Negative credit history that occurred when you didn't have the income-based housing subsidy.
- You, your subsidy paperwork, or documents provided by a public housing authority can confirm that you did not have a housing subsidy when your negative credit history occurred. The landlord can also request that a public housing authority confirm the dates that you had an income-based housing subsidy, but public housing authorities are not required to respond.
- Landlords can verify that you have enough income to pay the portion of the rent that is not covered by the subsidy and that you are required to pay. They must use the same rent-to-income ratios they use for tenants who do not use housing subsidies to pay their rent.

Pet policy:

- Landlords must include a written copy or a summary of their pet policy in their rental application form.
- The pet policy must include:
 - Any breed or weight restrictions.
 - Any limit on the number of pets allowed.
 - Any required fees, including:
 - Up front non-refundable pet fees,
 - Refundable pet deposits, and
 - Monthly pet fees.
 - Any vaccination requirements.
 - Any liability insurance requirements.
 - Any additional requirements

Assistance Animals:

- If an animal meets the requirements of an assistance animal, they are not pets and must be allowed, regardless of your landlord's pet policy. An assistance animal is an animal that:
 - works, provides assistance, or performs tasks for the benefit of a person with a disability, or
 - provides emotional support that reduces one or more identified effects of a person's disability,
- If you have an assistance animal, your landlord can't charge an additional application fee or additional security deposit for your assistance animal. Your landlord can charge you repair fees if your assistance animal causes damage to your unit or common areas.
- Landlords may ask for information that allows them to evaluate a request for an assistance animal if:
 - Your disability is not obvious, and/or
 - Your need for an assistance animal is not obvious.

(Real Property Article of the Maryland Code, Subtitle 8-2A, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604; State Government Article of the Maryland Code, Section 20-705.1)

2. LEASES & TENANCIES

Written lease requirements:

- A landlord who rents five or more units in Maryland is required to use a written lease.
- A landlord who rents four or fewer units in the state is not required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.
- If your landlord gives you a written lease, it must include:
 - A statement of the condition of the property
 - An explanation of who is required to pay for heat, gas, electricity, water, utilities and make repairs of the premises
 - A receipt for your security deposit
 - A copy of the most recent version of the Maryland Tenants' Bill of Rights
 - Contact information for the landlord or the agent authorized to receive notices and service of process on the landlord's behalf (unless posted in a noticeable place on the property).
- Local jurisdictions may require additional information in leases.

A lease may not include:

- Anything that requires you to allow the landlord to "confess judgment" (agree in advance to let the landlord win a claim) on a claim arising out of the lease.
- Anything that says you give up your legal rights under the law or your right to a jury trial.
- Any provision that shortens any notice period required by law.
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law.

An automatic renewal term in a lease must:

- Be separate from other parts of the lease.
- Be signed or acknowledged separately by you.

Ending tenancy:

- For the landlord to end your tenancy:
 - For a written lease with a stated term, the landlord must give you at least 60 days written notice before terminating the tenancy.

- For month-to-month periodic tenancies, the landlord must give you at least 60 days written notice before terminating the tenancy.
- For year-to-year periodic tenancies, the landlord must give at least 90 days written notice before the tenancy ends.
- For you to end your tenancy:
 - For leases with a stated term, month-to-month tenancies, and all other tenancies except year-to-year tenancy, you must give at least 30 days written notice before terminating the tenancy, unless the lease requires more time.
 - For year-to-year tenancies you must give at least 90 days written notice before terminating the tenancy. (This requirement does not apply in Baltimore City where tenants are only required to provide 30 days' notice to end all tenancies, unless the lease requires more time.)

Ending your lease early due to abuse:

- If you have experienced abuse, you can end your lease early by giving notice to your landlord. The notice must include
 - A copy of a final protective order or peace order issued by the courts, or
 - A copy of a report from a qualified third party like a doctor, psychologist, social worker, or an advocate from a domestic violence organization.
- After providing notice, you have up to 30 days to move out.
 - You are only responsible for the rent from the notice date until you move out, which may be less than 30 days.
 - If you move out in fewer than 30 days, you must give your landlord a signed, notarized, and written notification that you have moved out. The notification must be hand delivered or sent by first class mail.
 - If you do not give your landlord this notice, you will be responsible for the rent for the full 30 days.

If the lease ends and no one gives notice:

- If neither side gives notice, your lease may automatically renew or become month-to-month, depending on the terms of your lease.
- Less common tenancies like week-to-week, year-to-year, or farm tenancies have different notice requirements.

(Real Property Article of the Maryland Code, Sections 8-5A-01, 8-5A-02, 8-5A-03, 8-208, 8-210, and 8-402; Baltimore City Public Local Law Section 9-16)

3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee. If you make a partial rent payment, your landlord can charge a late fee only on the unpaid portion of your rent. The fee cannot be more than 5% of the late rent amount.
- Your landlord must give you a receipt for your rent payment if you pay rent in cash or if you ask for a receipt.
- Rent Increases:
 - Your landlord may only increase your rent when your lease is renewed.
 - In most cases, they must tell you in writing 90 days in advance of any rent increase, unless the notice is given with a notice of intent to terminate the current tenancy.
 - Some local jurisdictions may limit how much rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
 - Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, 8-208, and 8-209)

4. UTILITIES

Your unit must offer heat, light, electricity, hot and cold water, and proper sewage disposal. However, your landlord is not responsible if these utilities are not available because you have not paid bills that are your responsibility.

If your unit receives water from a private well, your landlord must:

- Share the most recent test results with you when you sign your lease, and
- Test the water every three years and share the test results with you.

If the water is contaminated above the levels set by the U.S. Environmental Protection Agency or the Maryland Department of the Environment, your landlord must provide a drinkable water supply until the water is no longer contaminated. Within 60 days, your landlord must:

- Permanently address the contamination, or
- Give you the opportunity to end your lease.

Your unit must include air conditioning from June 1st to September 30th if:

- You live in a building with at least 10 rental units, and

- Your landlord provided air conditioning after June 1, 2025 or your lease required your landlord to provide air conditioning, or
- Your rental unit is renovated and the electrical or heating systems are replaced or upgraded.

The air conditioning must be capable of cooling all habitable space in the unit to 80 degrees Fahrenheit, measured three feet above the floor. If your landlord controls the temperature, they must cool the unit to at least 80 degrees.

If your lease requires you to pay utilities directly to your landlord, your landlord must

- Give you copies of the monthly utility bills or,
- At the beginning of each lease term, give you in writing the total utility costs billed to the landlord for the previous year. Annual costs for water, sewer, gas, and electricity bills for the previous year must be provided separately.

Some landlords in larger buildings use a Ratio Utility Building System (RUBS) where tenants are charged a portion of the building's total utility costs. If your landlord uses RUBS, they must:

- Tell you before you sign your lease that they use RUBS,
- Provide copies of the last two utilities bills, and
- Describe how they calculate your share of the total utility costs.

(Real Property Article of the Maryland Code, Sections 8-122, 8-208, 8-211, 8-212; Environment Article of the Maryland Code, Section 9-4A-04)

5. SECURITY DEPOSITS

Maximum deposit:

- In most cases, a landlord may not require you to pay a security deposit higher than one month's rent.
- You may offer a larger security deposit if you believe it would help your rental application. However:
 - Your offer must be voluntary. You should keep written evidence of your offer and your landlord's response.
 - Your landlord may not ask for or suggest that you need to offer a larger security deposit for your application to be approved.
 - Your landlord cannot change or increase requirements or deny your application in order to convince you to offer a larger security deposit.
- Your security deposit may be up to two months' rent if:

- You signed your lease before October 1, 2024 or
- You qualify for utility assistance from the Department of Human Services and your lease agreement requires you to pay utilities directly to the landlord.

What is a security deposit:

- A "security deposit" is any payment you give to the landlord, including pet deposits, to protect the landlord against
 - Unpaid rent
 - Property damage to the unit, common areas, major appliances, and furnishings
 - Damage due to lease violations

Payment rules:

- Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.
- The landlord must keep your security deposit in an interest-paying bank account.
- The landlord must give you a written receipt, which must be included with the written lease.
- The landlord must inform you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

Move-out inspection at end of tenancy:

- In the move-out inspection, the landlord inspects the unit for damage that may reduce your security deposit.
- If you plan to move out and want the right to be present during the inspection, you must send your landlord a certified letter at least 15 days before leaving. The letter should:
 - Say that you plan to move,
 - Share your move-out date, and
 - Include your new address
- At the end of your tenancy, your landlord must give you a written list of any charges deducted from the security deposit and documents supporting the charges.
- Your landlord must return the rest of your deposit with interest within 45 days. You and your landlord can use [Rental Security Deposit Calculator](https://dhcd.maryland.gov/housing/renter-landlord-resources/rental-security-deposit-calculator) (dhcd.maryland.gov/housing/renter-landlord-resources/rental-security-deposit-calculator) to determine the amount of interest you should receive.

- If you were evicted or you abandoned your rental before the end of your lease, you must mail your landlord a written request to return your security deposit within 45 days of leaving the unit.

Allowed deductions:

Charges a landlord may legally deduct your security deposit include:

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the deposit is not returned on time:

- If the landlord does not return your deposit or give you a written list of charges within 45 days after your lease ends, they may lose the right to keep any of the deposit.
- You may sue the landlord for up to three times the amount the landlord did not return.

(Real Property Article of the Maryland Code, Sections 8-203 and 8-203.1)

6. CONDITION OF RENTAL UNITS

Every rental property must be "fit for human habitation," meaning that it must be safe and suitable for people to live in. It must be free from serious defects or conditions that could cause a fire or are a serious and substantial threat to your life, health or safety.

Reporting a problem:

- Notify your landlord in writing right away if you find a problem.
- You can also reach out to your local code enforcement agency and request an inspection.
- A citation or violation notice is considered written notice to the landlord.

Mold-specific requirements:

- Landlords must perform a mold assessment within 15 days of receiving written notice of possible mold in your unit.
- If mold is found, the landlord must remove it and fix the cause within 45 days if possible.
- If the mold can't be fixed within 45 days, it must be fixed within a reasonable time frame after the mold is found.
- Landlords must keep you informed during the mold testing and repair process.

Repair and Access:

- Landlords must provide at least 24 hours of advance notice before entering your apartment, except in an emergency.
- You must provide your landlord with access to your property to make repairs.

If problems are not fixed:

If your landlord doesn't fix the problem within a reasonable time after you provide notice, and the problem threatens life, health, or safety you have options:

- File a lawsuit in District Court for damages and a decrease in rent.
- Refuse to pay rent and use the issues as a defense if the landlord sues you for rent.
- File a rent escrow case, which allows you pay rent to the court instead of the landlord until the problems are fixed.

Lead paint:

If lead paint is present in the unit, you may, in certain circumstances, have the right to:

- Receive money from your landlord for a temporary relocation
- Take legal action if your landlord does not assist with safe relocation

Living in your unit:

- You have the right to quiet enjoyment of your rental unit for the duration of your tenancy.
- You have the right to move in and use the unit starting on the date listed in your lease.

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, 8-212, 8-215, and 8-220)

7. EVICTIONS

Your landlord may start the eviction process by filing a case in the District Court if you:

- Violate your lease
- Don't pay rent on time
- Don't move out when your lease ends

Court process required:

- Your landlord may not evict you unless the District Court has given the landlord the right to the property (called a judgment of possession) and issued an order to remove you (called a warrant of restitution).
- Efforts to evict you like changing the locks, shutting off utilities, or other similar actions to prevent your access to the unit or ability to live safely in the unit are not allowed.

Your rights in court:

- You have the right to attend any court hearing in an eviction case brought against you by a landlord.
- You may qualify for a free attorney through Maryland's Access to Counsel in Evictions program if your income is 50% of the Area Median Income or less. Call 211 or visit legalhelpmd.org to find out if you qualify.
- You can access legal counsel as soon as you receive notice that your landlord is seeking to end the lease or to start the eviction process.

Notice before eviction:

- If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court.
- In a "Failure to Pay Rent" eviction case, rent only includes the base rent. It may not include utility charges, maintenance charges or other penalties.
- A longer notice period may be required if you receive a housing subsidy funded by the state or federal government.
- Other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease may also require more notice.

Eviction requirements and stopping the eviction:

- If the court rules against you, you have seven days to move out or the landlord can ask the court to issue a warrant of restitution to evict you by removing all of your property from the unit.
- In most cases, you can stop the eviction by paying all past-due rent and any court costs the court orders you to pay before the eviction is carried out. This is called the "right of redemption."
- Redemption may not be an option if:
 - you have had three (four in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case, and
 - your landlord asks the court not to allow you to redeem.
- Your landlord must give you written notice before the initial scheduled eviction. Six days is required under state law. Your local jurisdictions can the number of days required but it must be between four and 14 days of notice before the initial scheduled eviction.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, 8-407, and 8-902)

8. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when your landlord doesn't fix a major issue that stops your use and enjoyment of your rental unit and you move out instead.

When it applies:

You may not be responsible for the rent if you can prove all of the following:

- Your landlord's actions or neglect cause the major issue that disrupted your use and enjoyment of your unit.
- You told your landlord about the issue.
- You gave the landlord a reasonable amount of time to fix it before you moved out.
- You moved out within a reasonable time after your landlord failed to fix a major issue.

Before moving out, you should consult with an attorney. If you can prove constructive eviction,

- Your lease will be considered ended (terminated).
- You will not be responsible for paying rent after you move out.
- You may be able to sue your landlord for your losses-- including moving costs, rent differences, attorney fees, and other related expenses.

What landlords must do to avoid constructive eviction:

- Landlords must avoid substantial interference with the tenant's enjoyment of their rental property,
- Ensure the rental property is safe and livable.
- Generally, respond to tenant complaints promptly to avoid legal and financial consequences.

9. TENANT RIGHT OF FIRST REFUSAL

The "right of first refusal" (a legal term) means you get the first chance to buy the property you rent before the landlord sells it to someone else.

When it applies:

- You are a named tenant on the lease.
- You have lived in a rental property with 1, 2, or 3 units for at least six months.
- Your landlord plans to sell the property or receives an offer to buy it from a third party.

However, this rule does not apply in certain situations, such as when the landlord transfers the property without selling it, including transfers:

- To a family member
- To a business owned by the landlord
- Under court order

Notice process:

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it.

- You have 30 days from the date of the notice to make an offer to buy the property or decline.
- If you make an offer with the same or better terms than those in the notice, your landlord must accept it.
- If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

10. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of:

- Race
- Color
- Religion
- Sex
- Disability
- Marital status
- Familial status
- Sexual orientation
- Gender identity
- National origin
- Source of income

- Military Status.

Some local jurisdictions may provide additional anti-discrimination protections.

Unless required by federal law, landlords who own more than five units cannot publish ads saying they will not consider a tenant who has been arrested or convicted of a crime.

Retaliation:

A landlord may not retaliate, or threaten to retaliate, against you for:

- Making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property.
- Filing or participating in a lawsuit involving the landlord.
- Participating in a tenants' organization.
- Requesting police or emergency services at the property.
- Providing information to the landlord relating to lead paint issues.

Retaliation may include actions such as:

- Filing or threatening to file a lawsuit against you.
- Threatening to notify law enforcement about your immigration status.
- Increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities).
- Failing to make necessary repairs, or terminating your tenancy, among other things.

It is a crime for anyone, including landlords, to attempt to take money, property, labor, services, or anything of value by threatening to notify law enforcement about your immigration status.

Notice requirements before your landlord can enter your unit:

Unless your lease says otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters.

- Your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs
- They can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency.
- You can give your landlord written permission to enter your home with less than 24 hours notice.



Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(42 U.S.C. Sections 3601, et seq.; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-2A-07, 8-204, 8-208.1, and 8-208.2; Criminal Law Article of the Maryland Code, Section 3-701)

Exceptions to the protections of these laws exist in certain circumstances.

11. RESOURCES

Office of Tenant and Landlord Affairs Maryland Department of Housing and Community Development

Website: [Office of Tenant and Landlord Affairs](http://dhcd.maryland.gov/Tenant-Landlord-Affairs) (dhcd.maryland.gov/Tenant-Landlord-Affairs)

Phone: 855-511-3423

Phone support is available in your language

Email: otla.dhcd@maryland.gov

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords
- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

Maryland Commission on Civil Rights (MCCR)

Website: mccr.maryland.gov

MCCR investigates housing discrimination complaints.

Maryland Access to Counsel in Evictions (ACE) Program

Contact Information: Call 211 or go to [Legal Help Maryland](http://LegalHelpMD.org) (LegalHelpMD.org)

ACE provides free legal representation to income eligible renters at risk of eviction, has lost or is at risk of losing their housing voucher or subsidy.



Maryland District Court Self-Help Centers

Contact Information and Hours varies by location:

Website: [District Court Help Centers](https://courts.state.md.us/helpcenter/inperson/dc) (courts.state.md.us/helpcenter/inperson/dc)

If you are unable to go in person, call 410-260-1392 for assistance.

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.

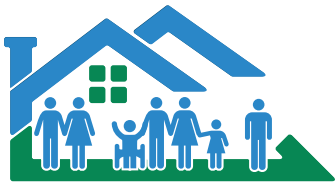
The People's Law Library of Maryland

Website: [The People's Law Library of Maryland](https://peoples-law.org) (peoples-law.org)

The People's Law Library is a legal information and self-help website maintained by a court-related agency of the Maryland Judiciary. It's also supported by Maryland's nonprofit legal service providers, pro bono attorneys, and law schools.

Services provided:

- The website provides general information about the law to people representing themselves in court.
- They offer a directory of legal service organizations who may be able to assist you in resolving your civil legal problems.



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.

RENT INCREASES & TENANT PAYMENTS

Important information for owners and families



RENT INCREASES BY OWNER

When can an owner request a rent increase?

Owners may not request a rent increase before the expiration of the first term of the lease. After the first lease term expires, a rent increase may become effective with 60 days' notice to both the family and the Housing Authority.

What happens after a request is submitted?

The Housing Authority (HA) will conduct a rent reasonableness comparison and advise the owner of the results.

IF REASONABLE

The HA will complete an interim adjustment with the family and determine the rental payment amounts to be made by the HA and the Tenant.

IF NOT REASONABLE

The owner may not increase the rent as proposed.

SIDE PAYMENTS

It is illegal for a landlord to request side payments or additional payments from the tenant above the amount calculated and approved by the Housing Authority. Owners and families may enter into agreements for services (e.g., association dues, condo fees), appliances (other than the range and refrigerator), and other items not provided under the lease, if the agreement is in writing and approved by the HA. These payments are not considered illegal side payments.

Questions? Contact the Housing Authority before requesting, accepting, or making any payment that is not included in the approved tenant rent.



CHARLES COUNTY GOVERNMENT
Department of Community Services

Dina M. Barclay
Director

Phone | 301-934-9305
Fax | 301-934-5624
Email | Webmail@CharlesCountyMD.Gov

Reasonable Accommodation Request

In accordance with HUD and Fair Housing regulations, disabled participants on the Charles County Housing Choice Voucher Program may qualify for specific reasonable accommodations in order to fully utilize the program and its services.

1. Which household member needs an accommodation? _____
2. Please explain how the above-referenced person's disability creates a barrier to equal access to housing? _____

3. In detail, please describe the accommodation needed for the above individual (please do not provide personal information _____ about _____ the _____ person's disability). _____

4. Please explain how this accommodation will alleviate the effects of the above-referenced person's disability on housing? _____

Please note that the process for evaluating reasonable accommodation requests may require additional documentation to be completed by both the client and/or a knowledgeable professional capable of commenting on the subject person's disability-related needs.

Fair Housing regulations state that to be approved for a reasonable accommodation a person must show that they are limited by the program due to their disability, and that the requested accommodation will remove that limitation so that they can completely fulfill the program's requirements.

Signature

Printed Name

Date



How Tenants Participating in HUD Housing Programs Can Address Concerns



This flyer discusses a few common concerns Public Housing tenants and Housing Choice Voucher (HCV) tenants might experience. It offers tips for possible resolution. Tenants can take a proactive approach by identifying possible or existing concerns and who might best help resolve the concern.

Note: HCV tenants should work with your landlord and your public housing agency (PHA). For Public Housing tenants, your PHA is your landlord.

Resolving concerns that may affect your housing

If you have a concern that might impact on your housing, inform your PHA and/or landlord as soon as possible. Here are a few examples of concerns that may arise and suggestions on how to address them.

- **Changes in household income?** You are encouraged to make the PHA aware of changes in income immediately. The PHA having your correct income helps ensure your rent is calculated accurately. Paying the right portion of rent helps you make on-time rent payments.
- **Changes to your household?** You must promptly inform the PHA of additions due to birth, adoption or court-awarded custody, but the PHA doesn't have to provide prior approval. The PHA must approve other additional persons in advance. This includes when household members move out or move in. If you have a voucher, you must also inform your landlord before new household members move in.
- **Housing Health and Safety concerns?** Public Housing tenants should inform the PHA and HCV tenants should inform their landlord of health and safety issues in their housing unit as soon as possible – follow up in writing so there is documentation. The PHA is responsible for keeping Public Housing units safe and healthy. The landlord is responsible for keeping HCV units safe and healthy. If your concerns about the health or safety of your unit are not addressed:
 - Public Housing tenants - contact your [local HUD Office](#).
 - HCV tenants – contact [your PHA](#) and, if needed, your [local HUD Office](#).



To report concerns, describe the problem; state if it is an emergency and why (how does it affect your health or safety); your contact information and address; and the initial response when you reported the issue.

After reporting your concern, your unit may receive a special inspection. Any life-threatening health and safety deficiencies discovered during an inspection must be corrected within 24 hours. [Life-threatening deficiencies](#) have a high risk of death, severe illness, or injury to the tenants. Typically, non-life threatening deficiencies must be addressed within 30 days. PHAs must make necessary repairs or provide alternative accommodation for Public Housing residents. If alternative accommodations cannot be provided, and the damage was not caused by your household or guests, you can refer to your lease about credits or [abate](#)ments that can be applied towards your rent proportional to the damage.

Resolving concerns with neighbors

You have the right to live in your unit without threat to your health, safety, or right to peaceful enjoyment and the same is true for your neighbors! Some examples of being a good neighbor include:

- ✓ Treat your neighbors the same way you would like to be treated.
- ✓ Be courteous and listen if your neighbor reaches out to you about an issue. Consider if there are changes you can make.
- ✓ Maintain your property and respect community property.

Additional tips

- ✓ Always review your lease before contacting your PHA or, if you are an HCV tenant, before you contact your landlord. In most cases, the lease will address your concerns and point you toward options to remedy concerns. If you still have questions, then contact your PHA or landlord.
- ✓ Consider who can assist you best with concerns – the PHA, the property owner, or a tenant group?
- ✓ Always communicate with your PHA/landlord. It's a good idea to communicate your concerns to the PHA/landlord in writing. Keep proof of dates when you communicated about a concern and who you spoke with. Take photos of the concerns.
- ✓ Keep a list of important numbers on your refrigerator and save them to your phone (i.e. the telephone number to the PHA, after-hours emergency repair number, your landlord).

What if you need more assistance?

- ✓ Contact [your PHA](#) or your [local HUD Office](#) if you need additional assistance.
- ✓ If the Public Housing development has an elected resident council, contact them. Resident councils represent all residents at the property.
- ✓ Tenants have the right for legal representation. Search or call 211 for local legal assistance organizations.
- ✓ To report discrimination, contact your state fair housing assistance program at <https://www.hud.gov/stat/fheo/partners-agencies> or file a complaint directly with HUD at <https://www.hud.gov/fairhousing/fileacomplaint>.



For more Public Housing resident resources, visit Tenant Empowerment resources at <https://www.hudexchange.info/programs/public-housing/tenant-empowerment>.

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 at <https://www.hud.gov/contactus/public-housing-contacts> for more information.

Charles County

Homeless Services & Resource Guide



Updated October 2026

Contacts for charitable aid, housing and shelter, health care, youth and family services, veterans resources, and more.

FOOD & BASIC NEEDS

Southern Maryland Food Bank	301-274-0695
Charles County Children's Aid Society, Inc.	301-645-1561
Charles County Department of Social Services	301-392-6400
LifeStyles of Maryland Foundation, Inc.	301-609-9900
LifeStyles - Toll Free	1-866-293-0623
Neighbors Eager to Serve (NETS)	301-375-8576
New Hope Community Outreach Services, Inc.	301-843-3887 ext. 802
The Salvation Army - Charles County/Waldorf	301-638-9532
SHARE Food Network	301-864-3115

HOUSING & HOMELESS SERVICES

Charles County DSS - Emergency Services	301-392-6400
Catholic Charities - Angel's Watch Shelter	301-274-0680
LifeStyles - Robert J. Fuller Transitional House for Men	301-645-2933
Southern Maryland Tri-County Community Action Committee	301-274-4474
Maryland 2-1-1	Dial 2-1-1

HEALTH, DENTAL & FAMILY SERVICES

Charles County Department of Health	301-609-6900
Greater Baden Medical Services - Medical	301-888-2233
Greater Baden Medical Services - Dental	301-836-9645
Greater Baden Medical Services - Behavioral Health	301-798-4297
Health Partners, Inc.	301-645-3556
Charles County Local Care Team	301-934-6769
Behavioral Health Administration	301-609-5757

YOUTH & VETERANS

CCPS Youth in Transition	301-934-7210
Charles County Veterans Corner	301-645-0550
Homeless Veterans Resources	443-833-4419
VFW/American Legion Post	www.legion.org

TRANSPORTATION

PGM Transit/Vango	301-645-0642
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Need help finding a service? Maryland 2-1-1 is available by dialing 2-1-1.





Report Housing Discrimination

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

QUESTION 1

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

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

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

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

QUESTION 2

Who discriminated against you?

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

First name (or business name):		
Last name:		
Relationship to you: (e.g. landlord, lender, real estate agent)		
Address:		
Business name or job title:		
Phone number 1:	Phone number 2:	
Email address:		
Location (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:

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

QUESTION 3

Where did the discrimination happen?

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

Location (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt or unit:
City:	State:	ZIP:



QUESTION 4

When did the discrimination happen?

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

Date(s) of discrimination:

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

QUESTION 5

What happened?

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

What happened?:

NOTE: Continued on next page



What happened? (continued):

NOTE: If you need more space, attach additional pages



CONTACT INFORMATION

How can we contact you?

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

Your name and contact information

First name:	Last name:	
Phone number:	☐ Cell phone?	
Email address(es):		
Preferred contact: ☐ Phone ☐ Email ☐ Other		
Best time to call: ☐ Morning ☐ Afternoon Preferred language(s):		
Street address:		Apt. or unit:
City:	State:	ZIP:

Your mailing address

Street Address:		Apt. or unit:
City:	State:	Zip:

Second Point of Contact

First name:	Last name:
Phone number:	Email address:

Relationship to you (optional)

- ☐ Family member or friend
- ☐ Attorney
- ☐ Fair housing advocate or representative
- ☐ Other

Where to mail your claim form

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

FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

Mail:

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

FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

Mail:

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

FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

Mail:

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

FHEO Region 4 (Southeast)

AL, FL, GA, KY, MS, NC, SC, TN

Mail:

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

FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

Mail:

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

FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

Mail:

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

FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

Mail:

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

FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

Mail:

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

FHEO Region 9 (West/Territory Islands)

AZ, American Samoa, CA, Guam, HI, NV

Mail:

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

FHEO Region 10 (Northwest)

AK, ID, OR, WA

Mail:

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



Paperwork Reduction Act Burden Statement

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

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

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



Violence Against Women Act (VAWA)

Enclosed you will find forms HUD-5380, HUD-5382, and HUD-5383 regarding the Violence Against Women Act (VAWA). VAWA regulations prohibit PHAs from denying an applicant or terminating a participant's assistance on the basis or as a **direct result** of domestic violence, dating violence, sexual assault or stalking, or the **adverse factors** resulting from such factors, except in cases where denial or termination are required by federal statute.

To request VAWA protection, an applicant/participant must submit a completed HUD-5382 form. If an adverse factor is being claimed, applicants/participants must provide enough information for the PHA to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault or stalking. Based on the information provided by the applicant/participant, the PHA will make an objectively reasonable determination whether to grant VAWA protection. Should the HA, based on the documentation provided by the applicant/participant, find that the adverse factor is not a direct result of domestic violence, dating violence, sexual assault or stalking, the HA will deny VAWA protections; however, the applicant/participant will still be afforded the appeals process. If a completed HUD-5382 form is not received by the HA within 14 working days of the Housing Authority's written request (contained within the notice of denial/termination), VAWA protections are waived by the applicant/participant.

Any false claims under VAWA could be the basis for denial of admission or termination of assistance under the Housing Choice Voucher Program. Further Title 18, Section 1001 of the United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.

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

What do the words in this notice mean?

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

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

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

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

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

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

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

. 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.

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

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

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

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

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

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

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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. 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. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- ° For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- ° To talk with a housing advocate, contact.

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. You can read translated VAWA forms at <https://www.hud.gov/program/offices/administration/hudclips/forms/hud5a#4>. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

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

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

**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

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.

**EMERGENCY TRANSFER REQUEST FOR VICTIMS 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 housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act ("VAWA"). This form refers to domestic violence, dating violence, sexual assault, or stalking as "VAWA violence/abuse."

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

You may 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 there is a threat of imminent harm from further violence, including trauma, if you (or a household member) 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.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider's VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for additional housing rights you may be entitled to.

Am I required to submit any documentation to my covered housing provider? Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, **in** addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the AWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for more information.

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 need this information in a language other than English? To read this in Spanish or another language, please contact. You can read translated VAWA forms at <https://www.hud.gov/program/offices/administration/hudclips/fonns/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

TO BE COMPLETED BY OR ON BEHALF OF THE TENANT REQUESTING AN EMERGENCY TRANSFER

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

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

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

4. **Name(s) of other household member(s) who would transfer with the victim:** _____

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

6. **Address of location from which the victim seeks to transfer:** _____

7. **Current Unit Size(# of bedrooms):** _____

8. **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 a voicemail: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

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

☐ Other Please List: _____

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

10. What features are requested for a safe unit? You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live.

(Please note that the ability to provide an emergency transfer is based on unit availability.)

- | | |
|---|--|
| ☐ New Neighborhood | ☐ New Building |
| ☐ First Floor unit | ☐ Second Floor unit (and above) |
| ☐ Near an Exit | ☐ Well-lit hallways/walkways |
| ☐ 24-hour Security | ☐ Accessible unit |
| ☐ Other: | |

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit any one of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

Certification of 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 I meet the conditions described on this form to qualify for an emergency transfer.

Signature _____ **Date** _____

Public reporting burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. 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.