

# Amsterdam Housing Authority

## Housing Choice Voucher Program

### Tenant Briefing Packet



*Section 8 Rental Assistance*

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*Amsterdam, NY 12010*

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*[www.amsterdamhousingauthority.org](http://www.amsterdamhousingauthority.org)*

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# FAMILY BRIEFING PACKET

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## Introduction

This packet has been prepared for you as a guide for participation in the Section 8 Housing Choice Voucher Program.

It is designed to provide you with accurate information on how the program works. Please take the time to read it carefully; it will help you find a suitable place to live and understand all of the program rules and regulations.

The Amsterdam Housing Authority will make every effort to inform you of the program rules, and to advise you of how these rules affect you. If at any time you do not understand the rules and regulations or would like further explanation, please contact your case worker. Failure to abide by program rules and regulations will result in termination from the Section 8 program.

You are encouraged to ask any questions you may have about the program during the briefing. Please feel free to submit questions at any time during your participation in the program.

The rules and regulations for the Section 8 Housing Choice Voucher Program are determined by the U.S. Department of Housing and Urban Development (HUD). The purpose of the Section 8 Housing Choice Voucher Program is to provide rental assistance to eligible low-income families.

## Mission Statement

The Amsterdam Housing Authority shall at all times develop and operate each project solely for the purpose of providing decent, safe and sanitary housing for eligible families in a manner that promotes serviceability, economy, efficiency, and stability of the projects, and the economic and social well-being of the Tenants.



## Family Obligations

Any information the family supplies must be true and complete. The family must:

1. Supply any information that the Amsterdam Housing Authority or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and/or composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the Amsterdam Housing Authority to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the Amsterdam Housing Authority in writing when the family is away from the unit for an extended period of time (10 days) in accordance with Amsterdam Housing Authority policies.
5. Allow the Amsterdam Housing Authority to inspect the unit at reasonable times and after reasonable notice. Reasonable notice shall consist of 48 hours' notice.
6. Notify the Amsterdam Housing Authority and the owner in writing at least 30 days before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the Amsterdam Housing Authority in writing of the birth, adoption, or court-awarded custody of a child.
9. Request the written approval of the Amsterdam Housing Authority and the landlord to add any other family member as an occupant of the unit.
10. Promptly notify the Amsterdam Housing Authority in writing if any family member no longer lives in the unit.
11. Promptly give the Amsterdam Housing Authority a copy of any owner eviction notice.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease. Tenant is required to notify the Amsterdam Housing Authority should there be any termination or interruption of any utility service such as Gas, Electric, Water or Sewer.
13. Promptly (within 10 days) notify the Amsterdam Housing Authority in writing when any member of the household's income increases/decreases.

The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or sublet the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Maintain the unit in a clean, safe and decent manner according to acceptable housekeeping standards.
9. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless written approval is granted by the Amsterdam Housing Authority. This includes a stepparent or stepchild.
10. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

Below the undersigned has agreed that he/she has been briefed regarding Family Obligations and Grounds form Denial Termination under the section 8 Program and has received a copy of his/her records.

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Signature (Head of Household)

Date

---

Signature (Amsterdam Housing Authority Representative)

Date

If you feel you have been discriminated against in housing opportunities, you may use the toll-free number: 1-800-669-9777 or toll-free TDD telephone for the hearing impaired 1-800-927-9275 or you may fill out the Housing Discrimination Complaint Form provided by HUD.

## Owner Responsibilities

1. The owner is responsible for screening the family for the following:
  - Rent and utility payment history
  - Maintaining the unit
  - Respecting the rights of others
  - Drug/Criminal related activities
  - Compliance of tenancy from prior owner or the Amsterdam Housing Authority
2. Provide participant(s) with 60-day written notice of a new lease and a copy to the Amsterdam Housing Authority.
3. Terminate lease for serious and repeated violations or other good cause.
4. Provide a written notice to tenant that specifies grounds for eviction and a copy to the Amsterdam Housing Authority.
5. Provide a 60-day written notice to the tenant and the Amsterdam Housing Authority because of the “opt-out” or expiration of the contract.
6. The owner is responsible for collecting the security deposit.
7. The owner must notify the Amsterdam Housing Authority and tenant if lead-based paint is present in the unit.
8. The owner may not terminate the family for non-payment of the Amsterdam Housing Authority’s portion of the rent.
9. The owner must provide all utilities and services required under the lease.
10. Management, maintenance, and leasing functions.
11. Rent collection.
12. Compliance with the Housing Assistance Payment Contract and Equal Opportunity requirements.



## Policy to Disseminate Tenant Information to the Owner Regarding the Participating Family

The Amsterdam Housing Authority may provide information regarding tenancy history for the past two (2) years, based on documentation in its possession and if requested in writing from the landlord.

It is the responsibility of the landlord to determine the suitability of prospective tenants by screening applicants for rent history, damage to units and other factors relating to tenancy.

### SAMPLE REQUEST FORM

Participant's Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City/State/ Zip Code: \_\_\_\_\_

Current Owner's Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City/State/ Zip Code: \_\_\_\_\_

Previous Owner's Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City/State/ Zip Code: \_\_\_\_\_

---

Attach written request

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Reason: \_\_\_\_\_

---

Authorized Signature

Date

## Voucher Issuance

The Housing Choice Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Tenancy Approval and Lease within the sixty day period unless an extension has been granted by the AHA. The AHA may extend the term up to 60 days from the beginning of the initial term if the family needs and requests an extension.

## Housing Assistance Program Occupancy Standards

<u>Voucher Size</u>	<u>Minimum</u> <u>No. of Persons in Household</u>	<u>Maximum</u> <u>No. of Persons in Household</u>
0-BR	1	1
1-BR	1	2
2-BR	2	4
3-BR	3	6
4-BR	4	8
5-BR	6	10

### Occupancy Standards Flexibility and Exceptions:

The criteria and standards prescribed for the determination of an applicant's unit size to be listed on its voucher should apply to the vast majority of families. In some cases; however, the relationship, age, sex, health, or disability of the family members or other individual circumstances may warrant the assignment of a larger unit size than that which would result from strict application of the criteria. Such flexibility is permissible to the extent the determinations are made on the basis of these factors. Such allowable determinations; however, should be fully documented in the applicant's file.

For example: A single-parent household with two older children of opposite sex should be assigned a three-bedroom voucher. An elderly, disabled, or disabled person who requires a live-in attendant may be assigned a voucher to provide a private bedroom for the attendant, in addition to other bedrooms for the family members who are not disabled.

### Term of Voucher

The family has an initial 60-calendar day term, with two (2) possible extensions (30 days each) for an additional 60 days to look for a unit. Each extension must be requested in writing before the expiration date of the voucher. A record for search for housing must be presented with the request for extension. **The total time available for the voucher is 120 days.** The Amsterdam Housing Authority will not grant an informal review for participants whose voucher has exceeded 120 days (expired).

### Where you may Live

You may live anywhere in the City of Amsterdam.

## Rent Reasonableness

The Amsterdam Housing Authority **must** inform the family if the rent is unreasonable compared to rents of similar units; may assist in rent negotiations if the family requests and **will** reject an unreasonable rent.

## Fair Market Rent

There is a fair market rent limitation for the Voucher Program. To view the current Fair Market Rent Limitations, please go to our website at [www.amsterdamhousingauthority.com](http://www.amsterdamhousingauthority.com)

## Payment Standard

The Amsterdam Housing Authority uses the payment standard to calculate the family's subsidy. The payment standard may be different than the FMR. The payment standard is the lower of the family size; or the size of the dwelling unit.

### CURRENT PAYMENT STANDARDS:

- ONE BEDROOM \$680
- TWO BEDROOM \$827
- THREE BEDROOM \$1000
- FOUR BEDROOM \$1120

Payment Standards include the cost of utilities. Rental amounts on the Housing Choice Voucher program are not determined by the above chart but rather the "reasonableness" of the rent requested. The Amsterdam Housing Authority must compare all proposed unit rents with similar units in the same census tract or neighborhood of the proposed unit. Location, condition and amenities are the primary factors when performing this evaluation.

For example, if 3BR apartments in the 709 zip code are receiving between \$500 and \$550 depending on their condition and amenities, an owner requesting \$675 for rent (even though it might fall in the FMR range) would not be approved for the program because the rent would not be 'reasonable' for that area.

## Family Share

Voucher holders may choose housing that rents for more or less than the payment standard and may therefore pay more or less than 30 percent of adjusted income for rent. The family may never pay less than the minimum tenant rent of \$50.00 or more than 40% of its adjusted gross income. The Amsterdam Housing Authority may reject a unit because it is "too expensive" for the family.

## Minimum Rent and Hardships

The Amsterdam Housing Authority has set the minimum rent as \$ 50.00. However, if the family requests a hardship exemption, the Amsterdam Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

- When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - When the income of the family has decreased because of changed circumstances, including loss of employment;
  - When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - When a death has occurred in the family.
2. No hardship:  
If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
  3. Temporary hardship:  
If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
  4. Long-term hardship:  
If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
  5. Appeals:  
The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

## Maximum Subsidy

The Amsterdam Housing Authority first calculates the maximum subsidy and what the tenant pays varies with the actual gross rent.

## Rent Increase

Rent increases are not limited by the annual adjustment factor but are subject to the rules stated above for rent reasonableness. All requests for increases in rent must be approved by the Amsterdam Housing Authority.

## Portability

One of the great benefits of the Section 8 Voucher Program is that your assistance "MOVES" with you. You can use your assistance to move, not only across town, but also to move to anywhere in the UNITED STATES. You must be an Amsterdam Housing Authority participant to be eligible to port outside of our jurisdiction.

The Amsterdam Housing Authority may limit moves under portability. Contact your case worker if you wish to exercise portability. You will be advised of any restrictions and procedures that may apply to you.

## Facts about Portability

What you should know:

- The Housing Authority where you want to move may have different rules, policies, and deadlines.
- There may be a different fair market rent limit or payment standard in that area.
- The new Housing Authority will probably have different utility allowances that will affect the amount you pay for rent.
- A different size voucher may be issued to you.
- If you are a participant and move under portability, and you are required by the Housing Authority in the new location to change your form of assistance, you are subject to the new Housing Authority's income limits.
- When you are first issued a certificate or voucher, you are always subject to the income limits of the Housing Authority here you want to live.

## Family Self-Sufficiency

The Family Self-Sufficiency (FSS) Program was established to promote economic self-sufficiency among families presently participating in the Section 8 Certificate/Voucher program. Eligible families are linked with the appropriate support services and resources in their communities needed to move the family toward economic self-sufficiency.

If you are eligible and decide to participate in the FSS Program, the Amsterdam Housing Authority will establish an FSS money and interest bearing escrow account for the family. The escrow account affords the family the opportunity to save money and work towards economic independence. Monies in the escrow are accrued by increases in the families rent portion. The Amsterdam Housing Authority will provide the family a report on the amount in the FSS escrow account at least once a year.

FSS is a five year program designed to encourage support providers in the community to coordinate resources in a comprehensive way and help low income families become self-sufficient, reducing the family's need for Section 8 assistance. The average escrow payment has been over \$3,000 per family upon completion of the FSS Program.

Supportive Services will include referrals to outside agencies for:

- Preparing for Homeownership
- Home Ownership Assistance
- Establishing a Personal Spending Plan/Budget
- Household Management
- Credit Counseling/Repair
- Disability and Benefits Assistance
- Financial Self-Sufficiency
- Securing Employment
- Establishing a Career
- Child Care
- Transportation
- Education
- Remedial Education
- Job Training
- Computer Literacy
- Counseling
- Legal Services
- Holiday Planning Assistance
- Special Education needs for children

Any other services and resources applicable to assist participating families to achieve economic independence and self-sufficiency will also be provided.

## **Housing Quality Standards**

Before the Amsterdam Housing Authority can make payments to you on behalf of a tenant family, the unit **MUST** meet HUD's minimum Housing Quality Standard (HQS). HUD, nationwide, ensures that all assisted units meet minimum health and safety standards and that these standards have been implemented.

### **Types of Inspections**

#### **Initial/Move-In**

Conducted upon receipt of a complete Owner Packet.

#### **Annual**

Must be conducted within 12 months of the initial or previous annual HQS inspection.

#### **Complaint – Owner/Tenant/Third Party**

Conducted at the request of the owner, tenant, agency or third party.

#### **Quality Control**

A random sample of quality control inspections will be conducted for 10% of all units which have been inspected by the Amsterdam Housing Authority.

The Amsterdam Housing Authority requests that all utilities be in service when the unit is inspected.

### ***A Good Place to Live***

The booklet "A Good Place to Live" describes the general aspects of a unit that must be inspected for compliance with HQS. A copy of "A Good Place to Live" is attached for your information.

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

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# **A Good Place to Live!**

## Introduction

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

## Housing Quality Standards

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

Things that a home must have in order approved by the PHA, and  
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

## The Section 8 Certificate Program and Housing Voucher Program

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

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

## The Requirements

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



# 1. Living Room

The Living Room must have:

## Ceiling

A ceiling that is in good condition.

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

## Walls

Walls that are in good condition.

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

## Electricity

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

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

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

## Floor

A floor that is in good condition.

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

## Window

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

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

## Lock

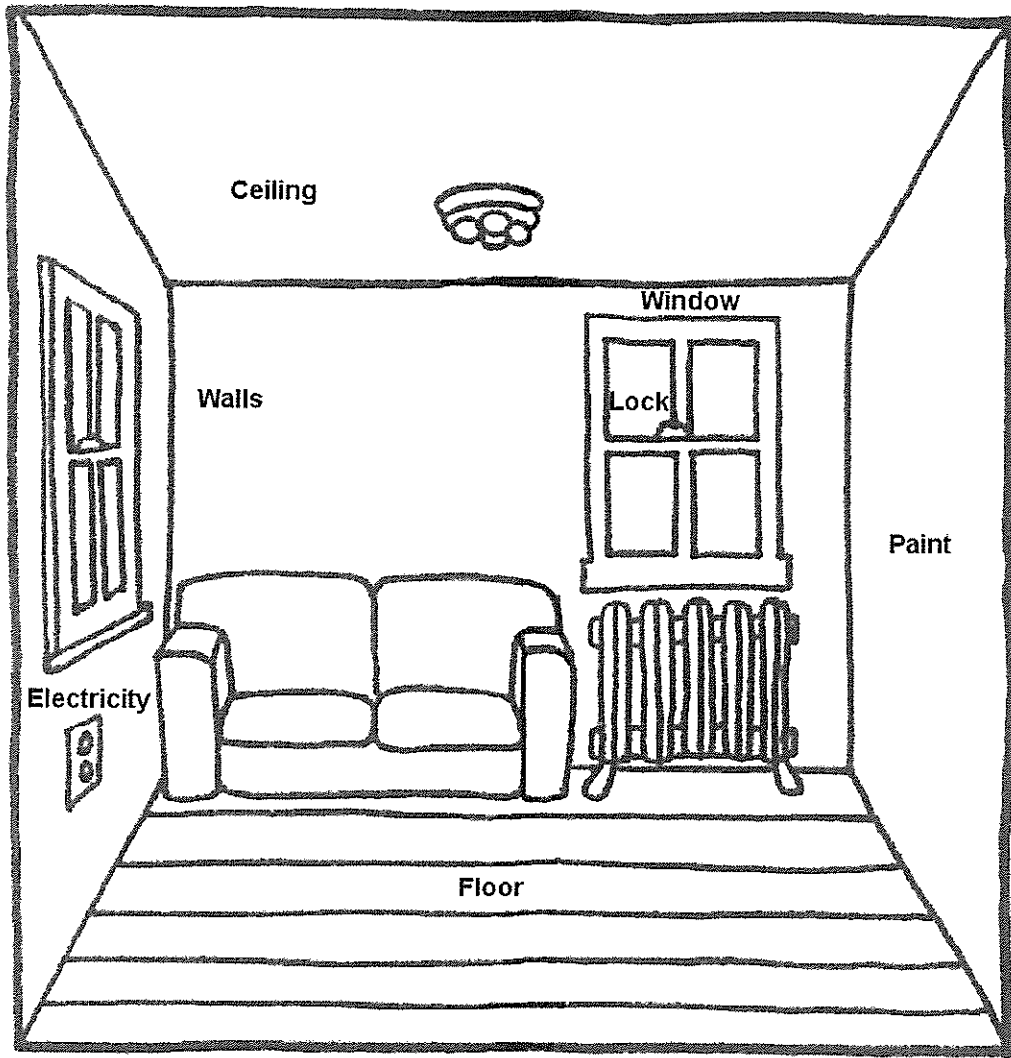
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

## **Paint**

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

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

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



Ceiling



Window

Walls

Lock

Paint

Electricity



Floor

# 2. Kitchen

**The Kitchen must have:**

## **Ceiling**

A ceiling that is in good condition.

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

## **Storage**

Some space to store food.

## **Electricity**

At least one electric outlet and one permanent light fixture.

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

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

## **Stove and Oven**

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

## **Floor**

A floor that is in good condition.

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

## **Preparation Area**

Some space to prepare food.

## **Paint**

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

## **Window**

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

## **Lock**

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

**Walls**

Walls that are in good condition.

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

**Serving Area**

Some space to serve food.

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

**Refrigerator**

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

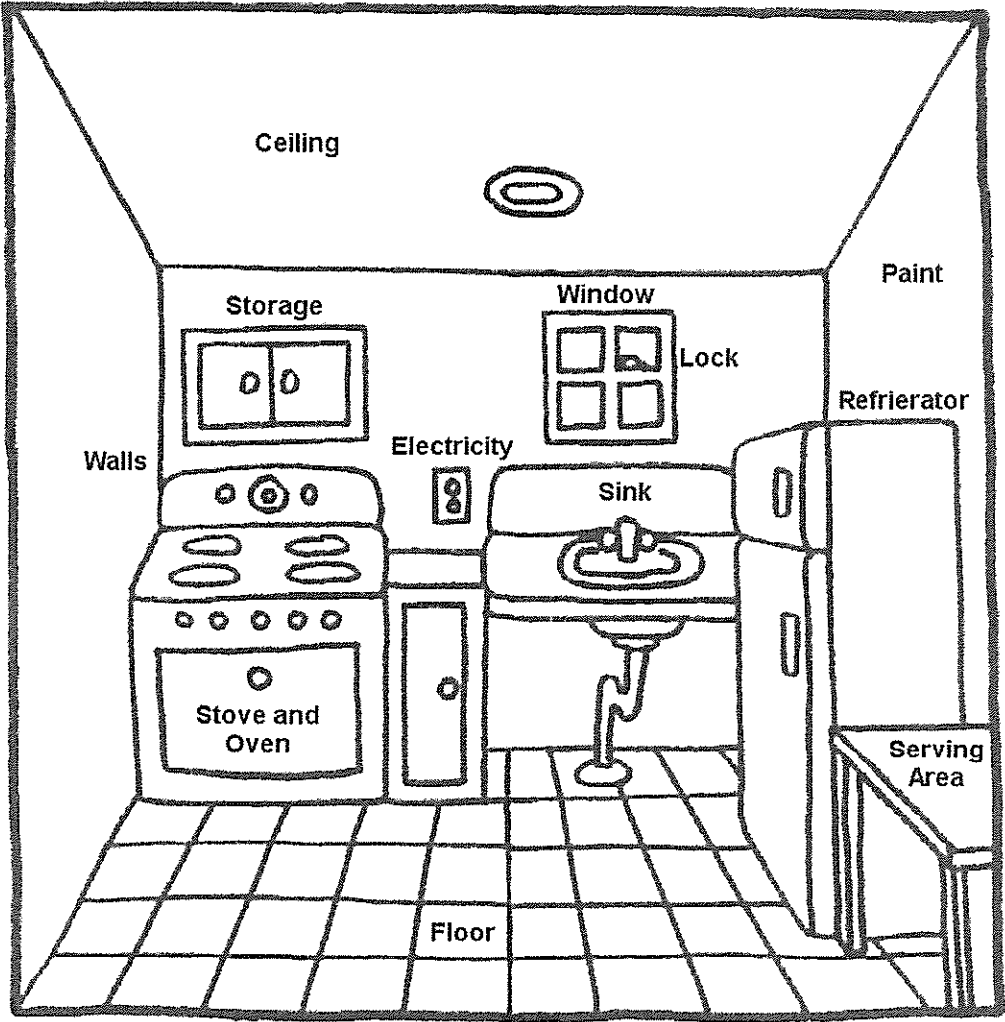
**Sink**

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

**You should also think about:**

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



# 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**

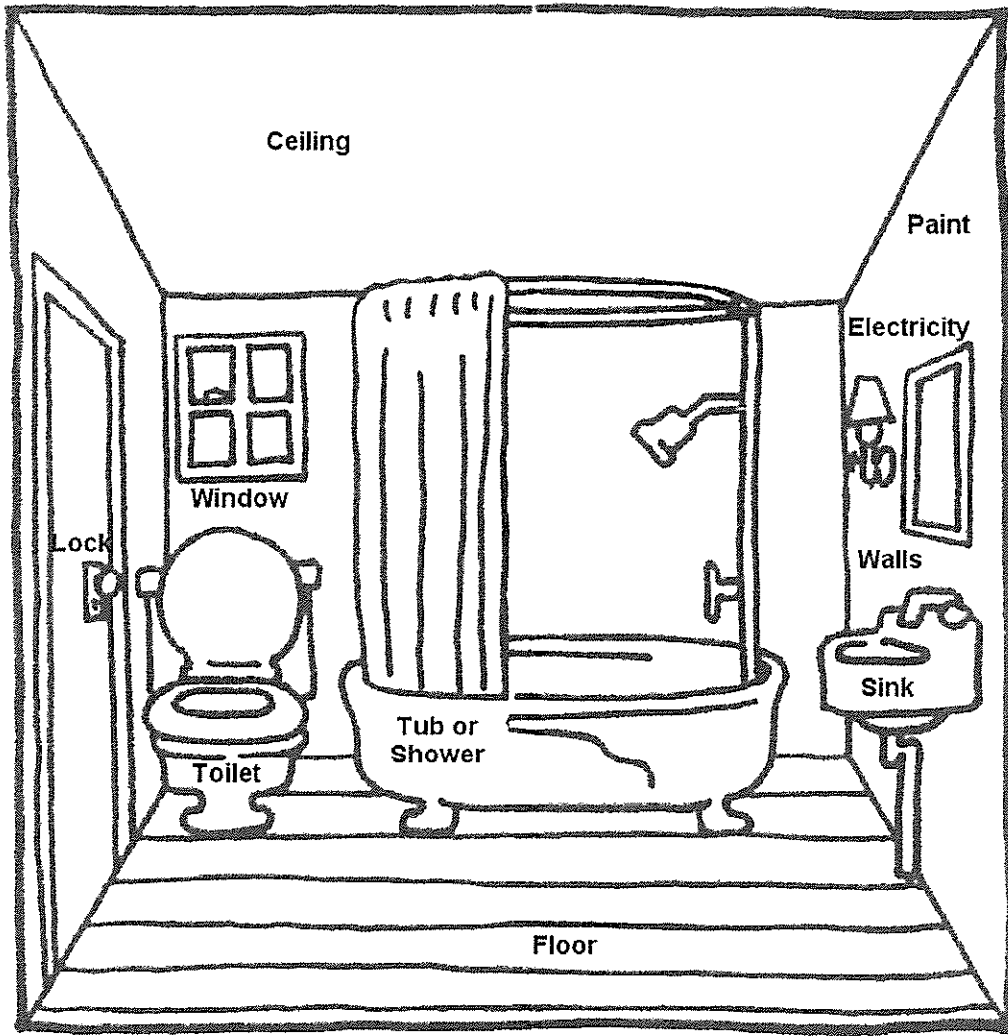
A sink with hot and cold running water.

- 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**

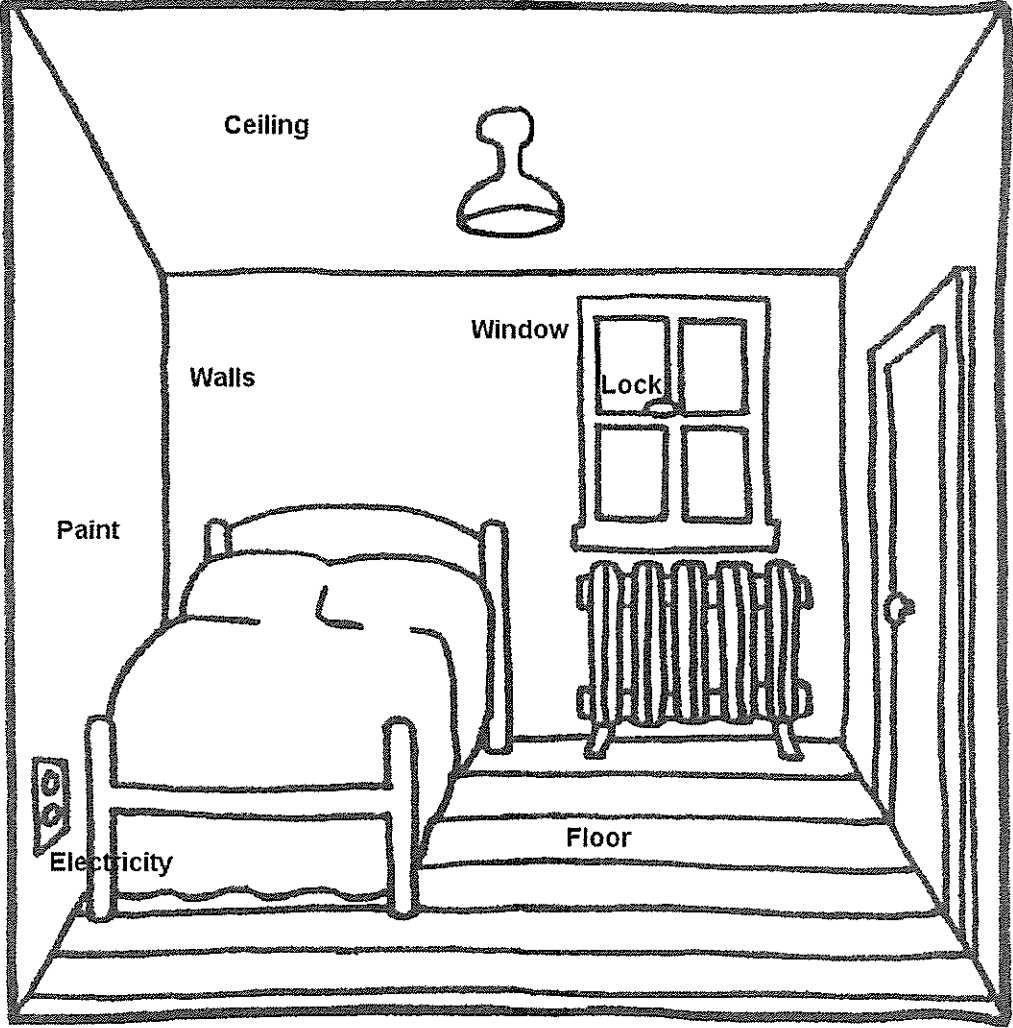
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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.

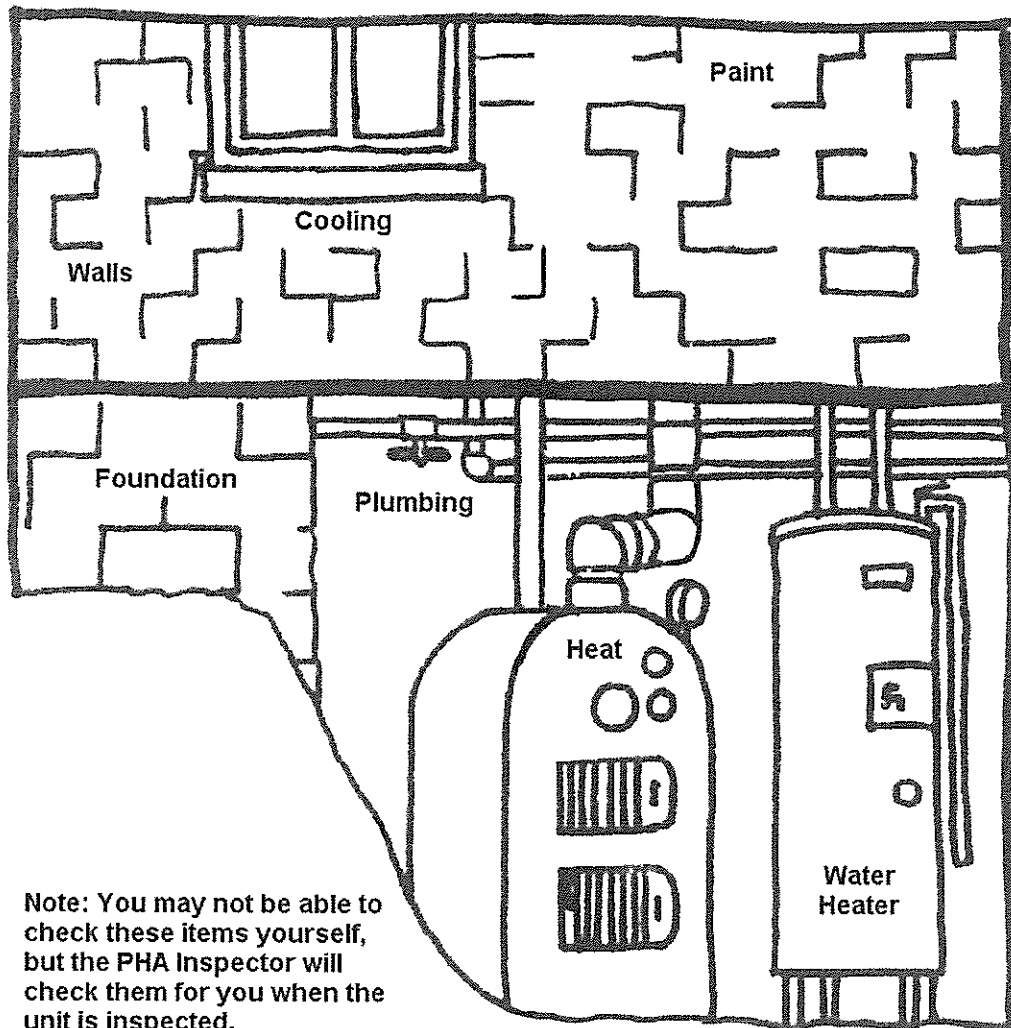
**Heat**

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?



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

# 6. Health and Safety

The Building and Site must have:

## **Smoke Detectors**

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

## **Fire Exits**

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

## **Elevators**

Make sure the elevators are safe and work properly.

## **Entrance**

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

## **Neighborhood**

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

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

## **Garbage**

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

## **Lights**

Lights that work in all common hallways and interior stairs.

## **Stairs and Hallways**

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



**Pollution**

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

**Rodents and Vermin**

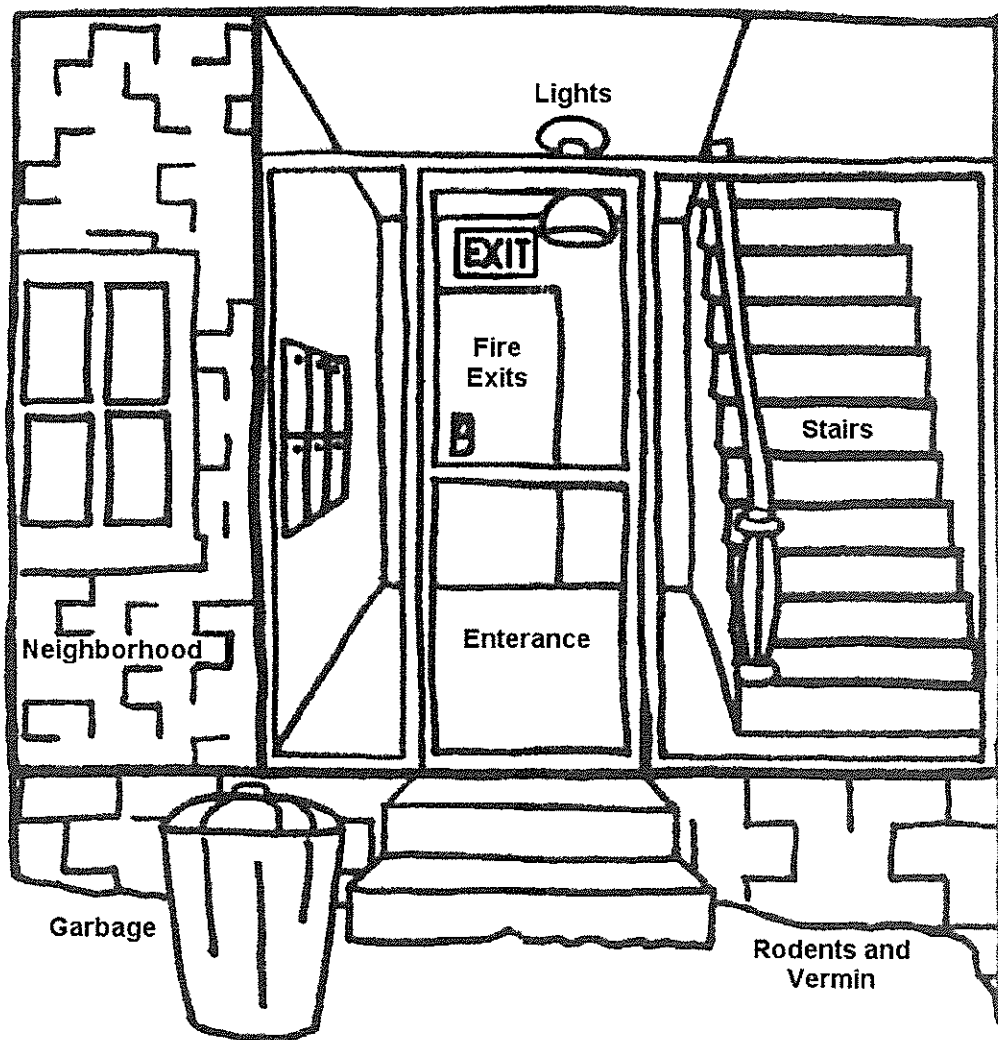
No sign of rats or large numbers of mice or vermin (like roaches).

**For Manufactured Homes: Tie Downs**

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

**You should also think about:**

- The type of fire exit.  
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.  
--Are there stores nearby?  
--Are there schools nearby?  
--Are there hospitals nearby?  
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

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

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

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

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

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

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

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

## A Checklist for Housing Quality Standards

**This checklist will help you to determine whether your unit will pass the basic inspection guidelines and meet Amsterdam Housing Authority housing quality standards.**

### THE BUILDING EXTERIOR

- Are foundation, stairs, rails, gutters, and porch sound and free from hazards or deterioration?
- Is there a handrail for four or more steps?
- Are the chimney and other brickwork free of loose bricks and mortar?
- Is the paint chipping, peeling, or cracking?

### LIVING ROOM

- Are there two working electrical outlets or one outlet and one light fixture?
- Can ground floor windows be locked?
- Are the windows and frames in good condition?
- Are the walls, ceilings, and floors in good condition?
- Is the paint peeling, chipping, or cracking?
- Are all windows accessible to open, close, and lock?

### KITCHEN

- If appliances are provided, are they working properly? Gas appliances should have a shut-off valve.
- Is the plumbing free from leaks and working properly? Under the sinks there should be shut-off valves.
- Are there two working electrical outlets or one outlet and one light fixture?
- Are the electrical outlets near the sink GFCI?
- Can all windows be locked and are they in good condition?
- Is the paint peeling, chipping, or cracking?
- Is there adequate space for storage and food preparation?

### BATHROOM

- Are the tub, sink, shower, and toilet in good condition and working properly? Toilet should have a shut-off valve.
- Is there an operable, lockable window or an air vent if no window is present?
- Are floor, ceilings and walls clean and in good condition?
- Are the electrical outlets near the sink or tub GFCI?

### BEDROOMS

- Are there enough bedrooms for your family?
- Is there a window in good working condition in each bedroom?
- Is there an operable, lockable window?
- Are there two working electrical outlets or one outlet and one light fixture in each bedroom?
- Are floors, ceiling and walls clean and in good condition?
- Is the paint peeling, chipping, or cracking?
- All bedrooms must have a door in proper working condition.

### OTHER ROOMS AND AREAS

- Do the furnace and water heater work and are they in good condition?
- Does the unit contain smoke detectors and a carbon monoxide detector?

- Does the hot water heater have a pressure relief valve and discharge line 6 to 8 inches from the floor?
- Does the hot water heater have a gas shut-off valve?
- Does the unit have at least 2 exits if located on the second floor?
- Are all rooms well-lit and free from electrical hazards?
- Are the house and yard free from trash and other debris?
- Does the furnace provide adequate heat for all rooms, including the bathroom?
- Are all windows accessible to open, close, and lock?
- Do all the bedrooms have a working smoke detector?
- Basement must have an operable smoke detector.

## Rent Reasonableness

The Amsterdam Housing Authority is responsible for ensuring that rents charged by owners are reasonable based upon objective comparable rents in the private unassisted market. When the Amsterdam Housing Authority has determined that the unit meets the minimum HQS, the lease is approved, and the rent is reasonable, the Amsterdam Housing Authority will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the certificate and voucher program.

1. The Amsterdam Housing Authority shall certify for each unit which it approves a lease that the contract rent for such unit is:
  - Reasonable in relation to rent currently being charged in the private market, taking into account the location, size, type, quality, amenities, facilities, management, and maintenance service of such unit; and
  - Not in excess of rents currently being charged by the owner for comparable unassisted units and assisted units.
2. The Amsterdam Housing Authority shall maintain for three years all re-certification and relevant documentation for inspection by HUD.

## Housing Assistance Payment Contract

The Housing Assistance Payment Contract (HAP) is a contract between the Amsterdam Housing Authority and the owner, entered in to provide assistance for the family under the Section 8 Housing Choice Voucher Program.

The HAP contract is executed after the unit has passed the HQS inspection and the rent amount is approved for the unit. The term of the HAP contract begins the first day of the initial term of the lease, and terminates on the last day of the term of the lease.

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

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

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

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

**2. Lease of Contract Unit**

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

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

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

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

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

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

#### 6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

#### 7. PHA Payment to Owner

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

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

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

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

#### e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

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

#### 8. Owner Certification

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

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

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

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related

- b. criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

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

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

#### 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of



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

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

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

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

17. **Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract** U.S. Department of Housing  
(HAP Contract) and Urban Development  
**Section 8 Tenant-Based Assistance** Office of Public and Indian Housing  
**Housing Choice Voucher Program**

**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**



- (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b Utilities and appliances**
- (1) The owner must provide all utilities needed to comply with the HQS.
  - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
    - (a) Pay for any utilities that are to be paid by the tenant.
    - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d Housing services.** The owner must provide all housing services as agreed to in the lease.

### 8. Termination of Tenancy by Owner

- a. Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.

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

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

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

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

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
- (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

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

**e. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

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

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

**g. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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

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

**10. PHA Termination of Assistance**

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

**11. Family Move Out**

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

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

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

### 17. Definitions

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

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

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

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

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

**HUD.** The U.S. Department of Housing and Urban Development. HUD requirements. HUD requirements for the Section 8 program, HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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

### 16. Notices

## Lead Notice

(Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is also contained in the Owner Packet)

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, windowsills, doors and doorframes. Lead-based paint and primers (under-costs of paint) may also have been used on outside porches, railings, garages, fire escapes and lampposts. When the paint chips, flakes, or peels off, there may be a real danger for babies and young children. Children could eat paint chips or chew on painted railings, windowsills or other items when parents are not around. Children could also swallow lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they could get these particles on their hands, put their hands into their mouths, and swallow a dangerous amount of lead.

It is the responsibility of the owner to inform the family and the Amsterdam Housing Authority of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

## Lead Fact Sheet

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

Lead Warning Statement:

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

The Amsterdam Housing Authority is providing you with a copy of *Protect Your Family from Lead in Your Home* for your information.

**Please take the time to read this information carefully.**





# FACT SHEET

## EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

### SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

### LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

### EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

### BACKGROUND

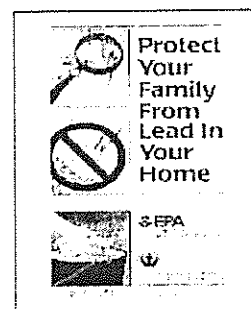
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

### WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



## WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

## TYPE OF HOUSING COVERED

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

## TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.
- Foreclosure sales.

## EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

## THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

## EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

### FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to [ehc@cais.com](mailto:ehc@cais.com). Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

#### Electronic Access:

**Gopher:** [gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead\\_pm](http://gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm)

**WWW:** <http://www.epa.gov/opptintr/lead/index.html>

<http://www.hud.gov>

**Dial up:** (919) 558-0335

**FTP:** [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type "anonymous." Your password is your Internet E-mail address.)

## Income Limits – Montgomery County

The latest and most recent annual income limits as established and approved by HUD shall be applicable and are automatically incorporated into the made a part of the Section 8 Administrative Plan as of the effective date of the newly established income limits.

FY 2018 Income Limit Area:	Family Size	1	2	3	4	5	6	7	8
Montgomery County  Median Income \$58,000	<b>Extremely Low (30%) Income Limits</b>	13,550	16,460	20,780	25,100	29,420	33,740	38,060	42,380
	<b>Very Low (50%) Income Limits</b>	22,550	25,750	28,950	32,150	34,750	37,300	39,900	42,450
	<b>Low (80%) Income Limits</b>	36,050	41,200	46,350	51,450	55,600	59,700	63,800	67,950

NOTE: The above income limits are subject to change as HUD generally revises these limits annually.

## Utility Allowance Schedules

The utility allowance schedules give the AVERAGE utility usage cost based on the number of bedrooms for each of the five (5) types of eligible housing:

- Duplex 2/3 Family (Semi-Detached): Two-family flat or housing that is the residence of two separate families in separate units.
- Multi-Family (Low-Rise): Four-family flat or apartment building/complex
- Row House/Garden Apartment: can also known as a “walk-up” or Townhouse.
- Single Family: A house or any unit that one family lives in alone.
- Older Home Converted (Semi-Detached)

These allowances are given for any utilities the *FAMILY* must pay. The allowances are given for the following types of utilities:

- Heating (electric or gas)
- Water Heating (electric or gas)
- Cooking (electric or gas)
- Air Conditioning (an allowance is given only if the client has an existing unit).
- Electric (for all regular usage—lighting, appliances, etc.)
- Stove & Refrigerator (an allowance is given for these appliances only if the client must supply them).

Each type of unit uses utilities in different ways. These schedules are being provided to you so you will be able to determine the monthly costs of your utilities in a specific unit.

Please note that the average cost varies based on the service that runs the utility. An example of the difference follows: To heat a 2 bedroom apartment with gas costs an average of \$61 monthly, while heating with electric costs about \$37 a month.

No allowance will be given for:

- Tenant-paid security system
- Owner-provided air conditioning
- Telephone service
- Cable television
- Lawn care/exterior maintenance services
- Other tenant-provided "luxury" services

The amounts given on the schedules are not actual usage amounts! They are averages based on data compiled from the utility service provider and are updated on an annual basis.

**DO NOT EXPECT YOUR FAMILY'S MONTHLY UTILITY STATEMENTS TO REFLECT THESE AMOUNTS**

## Current Utility Allowances

The following pages provide current utility allowance schedules for:

- Duplex 2/3 Family (Semi-Detached): Two-family flat or housing that is the residence of two separate families in separate units.
- Multi-Family (Low-Rise): Four-family flat or apartment building/complex
- Row House/Garden Apartment: can also known as a "walk-up" or Townhouse.
- Single Family: A house or any unit that one family lives in alone.
- Older Home Converted (Semi-Detached)

## Housing Choice Voucher Owner Packet Checklist

The Housing Choice Voucher Owner Packet is composed of the forms that will help you get started in our program. Please take the time to read and complete all of the forms.

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Included in the Owner Packet are the required documents necessary for an owner to participate in the Section 8 Voucher Program.

### **All of the forms must be thoroughly complete.**

Some forms may have a separate instruction sheet attached to help you complete the form properly. The forms located inside this packet may not be copied. The Amsterdam Housing Authority will not accept **duplicated** forms.

Listed below are the documents that are included inside of the Owner Packet and the additional documents required:

## Included in Packet

- Owner Information and Agent Information **(To be completed by Owner/Agent)**
- Owner W-9 (Request for Taxpayer Identification Number/Certification)
- Request for Tenancy Approval – **Both Owner & Participant MUST sign form**
- Landlord and Tenant Responsibilities - **Both Owner & Participant MUST sign form**
- Lease Addendum
- Housing Assistance Payments Contract, Part A (2) – **Owner sign/date both forms**
- Housing Assistance Payments Contract, Part B – **Contract terms**

## Additional Documents Required \*\*

- Proof of Taxes **(Call City Hall at 841-4309 and request a summary of taxes be faxed to 518-842-2973)**
- Owner's Lease – **Original executed leases with signatures –Must Include Lease Dates and Rent Amounts**

**\*\* Packets without all of the above-required documents will not be accepted and/or processed.**

**Once this packet and all required documents are received, an inspection will be requested within ten (10) business days.**

**If you have any questions regarding completing the owner packet, please contact the office at (518) 842-2907.**

## Request for Tenancy Approval Instructions

The Request for Tenancy Approval is to be completed by the participating owner and must be signed by both the owner and the Section 8 participant.

1. Name of Housing Agency – Amsterdam Housing Authority
2. Address of Unit – Address of the unit to be occupied by the Section 8 participant.
3. Requested Beginning Date of Lease – Date owner would like lease to begin.
4. Number of Bedrooms – The number of bedrooms in the unit.
5. Year Constructed – The year the building was built.
6. Proposed Rent – Rent amount owner is requesting for the unit.
7. Security Deposit Amount – Amount owner has set for security deposit.
8. Type of House/Apartment – Place a check by the appropriate type of housing.
9. Utilities and Appliances – The owner must place an “O” by all the utilities to be furnished by the owner and a “T” by all the utilities to be furnished by the tenant. For heating, cooking, other electric, and water heating the owner must specify the type of energy source (coal, oil, natural gas, electric, bottle gas, or other).
10. a. The owner must indicate the most recent rent charged and list what utilities are included in the rent for the unit. Please give reason if there is a difference between the prior rent charged for the unit and the proposed rent in #6.

10. b. The owner must advise the Housing Authority and the Section 8 participating family of any lead-based paint on the surfaces of the unit of which the owner has knowledge of prior to or during the initial housing quality standards (HQS) inspection of the unit.
10. c. The owner is not the parent, child, grandparent, grandchild, sister or brother of any member of the Section 8 participating family unless the Amsterdam Housing Authority has determined that approving rental of the unit would provide reasonable accommodation for a family member who is a person with disabilities.
11. a. The Amsterdam Housing Authority has not screened the family's behavior or suitability for tenancy. The owner is responsible for screening the prospective family.
11. b. The owner's lease must include word-for-word all provisions of the HUD lease addendum.
11. c. The Amsterdam Housing Authority will arrange an inspection for the unit and will notify the owner and the family as to whether or not the lease and the unit will be approved.

**Request for Tenancy is provided in the Owner Packet.**

**Tenancy Addendum**

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

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0169  
Exp. 04/30/2014

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**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including

redcoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

**8. Termination of Tenancy by Owner**

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

**c Criminal activity or alcohol abuse.**

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

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

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

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit, or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**



**c. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

**g. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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

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

**10. PHA Termination of Assistance**

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

**11. Family Move Out**

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

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

### 16. Notices

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

### 17. Definitions

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

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

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

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

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

**HUD.** The U.S. Department of Housing and Urban Development.  
**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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

## Move-in Authorization

The Section 8 participant must receive written approval from the Amsterdam Housing Authority prior to moving into a new unit. If the tenant fails to receive this authorization before moving into the new unit, the tenant will be responsible for the entire rent for that unit and also may jeopardize their Section 8 assistance.

No monies will be paid to the owner for the unit if the resident moves in prior to an approved and/or disapproved inspection. The resident will be responsible for the full contract rent.

## Program Moves

AHA will require any HCV family that desires to move to complete a Notice of Intent to Move form, which must be Signed by the landlord prior to being submitted to the family's case manager along with the Notice to Vacate provided to their landlord.

The Housing Authority will then schedule each family for a briefing to provide key information on the HCV program. Each family will be required to sign a new Voucher. After the family leases up at a new unit they will be required to stay at that unit at least 12 months.

After the family signs the HCV Voucher, this policy will limit voluntary program moves for HCV participants to once every 12 months, only at the time of annual recertification and upon verification from their current landlord that they are a tenant in good standing. There are certain exceptions: a unit is in foreclosure, a participant has a documented reasonable accommodation, unit does not meet Housing Quality Standards. AHA categorizes these types of moves in the following ways:

**Elective Moves:** An elective move is a move in which the family chooses to relocate to another housing unit and transfer their housing assistance to that unit. AHA will only approve elective moves if the participant meets the following conditions:

- Has lived in the current unit for a minimum of 12 consecutive months;
- Is in compliance with all AHA policies; and
- Has notified the property owner of their intent to vacate the unit in accordance with the terms and conditions of the lease agreement and the property owner confirms that the participant has complied with all other terms and conditions of the lease agreement throughout the tenancy.

**NOTE:** If you are a current HCV participant preparing to vacate your unit, you must submit verification to the Housing Authority that you have given proper notice of your intent to move to all interested parties BEFORE a voucher will be issued to you. The Housing Authority requires at least a 30-day notice to your landlord of your intent to vacate.

**Permissible Moves:** A permissible move is a move that AHA may approve regardless of recertification date or number of years in a unit. AHA will only approve permissible moves if the following applies:

- The family was approved to relocate in accordance with AHA's procedures for the Violence Against Women Act (VAWA).
- The family has requested and documented the need for reasonable accommodations for a family member.

**Mandatory Moves:** A mandatory move is a move in which the family must, in order to continue to receive housing assistance, locate another suitable housing unit that meets all program requirements. AHA will only approve mandatory moves if:

- The unit failed inspection due to no fault of the participant;
- The Housing Assistance Payments (HAP) Contract has been terminated due to a breach of the Contract requirements by the owner;
- A transfer of ownership has occurred and the new owner is not approved for participation in the HCV program;
- Upon notification of any pending “foreclosure action” and the foreclosing entity will not honor the HAP Contract;
- Natural disasters that make the unit uninhabitable, including failure under AHA’s Housing Quality Inspection Standards.

Elective moves may only occur after the initial term of the HAP Contract which has been executed for 12 months and only at regularly scheduled annual re-certifications. Permissible and mandatory moves will be processed immediately after documentation of the cause for the mandatory move has been received and approved by AHA.

**Participant Notice** – please be advised: Under our program policy, if AHA identifies evidence that false claims (for inspections/repairs to a unit) are being made in order to ‘break’ a tenant-landlord lease this could be found to be cause for termination of your housing assistance.

## **Violence Against Women Act**

### **Notification of Rights**

In January 2006, President Bush signed a law known as the Violence Against Women and Department of Justice Reauthorization Act of 2005 (herein called VAWA). Portions of this law create new protections for victims of domestic violence, dating violence and stalking who are Section 8-assisted tenants and members of their households. This law requires that you be notified of these rights.

The purpose of this letter is to notify you of the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **Protections against Eviction or Termination of Assistance**

Under VAWA, if an applicant or participant in the Section 8 program is otherwise eligible, the fact that the applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission.

VAWA also states that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking:

- will not be considered to be a “serious or repeated” violation of your lease if you are the victim of the incident or incidents of actual or threatened domestic violence, dating violence or stalking; and
- shall not be good cause for terminating your assistance if you are the victim of such actual or threatened domestic violence, dating violence or stalking.

This means you may not be evicted, nor have your assistance terminated, based on such an incident or incidents of actual or threatened domestic violence, dating violence or stalking where you are the victim.

2. In addition, although your landlord may evict you for certain types of criminal activity as provided in your lease, and the housing authority may terminate your assistance in such cases, VAWA states that you may not be evicted, nor may your program assistance, tenancy or occupancy rights be terminated, if the criminal activity is:

- directly related to domestic violence, dating violence, or stalking; and engaged in by a member of your household, or any guest, or another person under your control; and
- you or a member of your immediate family is the victim or threatened victim of this criminal activity.

### **Portability to a New Location**

Section 8 households in good standing may move to another location after one year of assistance and their assistance will follow them. However, the law does not allow this if the family was in violation of its lease when it moved. VAWA creates an exception where a family has complied with all other Section 8 requirements but moved out in violation of the lease in order to protect the health or safety of an individual who:

- (a) was or is the victim of domestic violence, dating violence or stalking, and
- (b) reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit

In these situations, the family will be allowed to port to a new jurisdiction even though it broke the lease by moving out

### **Certification**

If the housing authority, owner, or manager notifies you that it intends to terminate your tenancy or assistance based on an incident or incidents of domestic violence, dating violence, or stalking, and you claim protection against eviction or termination of assistance under VAWA, the housing authority, owner, or manager, as the case may be, may require you to deliver a certification. You must deliver the certification within 14 business days after you receive the housing authority's, owner's or manager's request for it. If you do not do this within the time allowed, you will not have any protection under VAWA and the authority, owner, or manager may proceed with terminating your tenancy, evicting you, and/or terminating your assistance without reference to the VAWA protections.

You may certify either by:

completing and delivering a HUD-approved certification form which will be supplied to you by the housing authority, owner or manager requesting certification; or

(b) providing the housing authority, owner or manager that requests certification with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (you or another member of your immediate family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse. (This certification must be sworn under penalty of perjury); or

(c) producing and delivering to the housing authority, owner or manager that requests certification, a Federal, State, tribal, territorial, or local police or court record.

## Confidentiality

Information you provide to the housing authority, owner or manager relating to the fact that you or another member of your household is a victim of domestic violence, dating violence, or stalking will be retained by the housing authority in confidence. This information will not be shared or disclosed by the authority, owner or manager without your consent except as necessary in an eviction proceeding or as otherwise required by law.

## Limitations

VAWA provides certain limitations and clarifications concerning your rights as described above. In particular, you should know that nothing contained in VAWA:

1. prevents the housing authority from terminating assistance or the owner or manager from terminating your tenancy and evicting, for any violation not involving domestic violence, dating violence, or stalking, for which VAWA provides the protections described above. However, the housing authority, owner or manager may not in such cases apply any more demanding standard to you than to other Section 8-assisted tenants.
2. prevents the housing authority from terminating assistance, or the owner or manager from terminating tenancy and evicting where the housing authority, owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property. Where such a threat can be demonstrated by the housing authority, owner or manager, you will not be protected from termination of assistance by VAWA.
3. limits the ability of the housing authority, owner or manager to comply with court orders addressing rights of access to or control of the property. This includes civil protection orders entered for the protection of the victim or relating to distribution or possession of property.
4. supersedes any Federal, State or local law that provides greater protections than VAWA.

## Owner or Manager Right to Remove Perpetrator of Domestic of Violence

VAWA also creates a new authority under Federal law that allows an owner or manager of a Section 8-assisted property to evict, remove, or terminate assistance to any individual tenant or lawful occupant of the property who engages in criminal acts of physical violence against family members or others. This may be done without evicting or taking any other action adverse to the other occupants.

## Definitions

A. *Domestic Violence* – The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, 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.

B. *Dating Violence* – means violence committed by a person–

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) 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.

(iii) The frequency of interaction between the persons involved in the relationship.

*C. Stalking – means –*

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and

(ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

*D. Immediate Family Member - means, with respect to a person –*

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

*E. Perpetrator – means -*

person who commits an act of domestic violence, dating violence or stalking against a victim.

### **Further Information**

You may obtain a copy of the Amsterdam Housing Authority's written policy concerning domestic violence, dating violence, and stalking, from:

Damaris Carbone, Program Director  
52 Division Street  
Amsterdam, NY 12010

The written policies contain, among other things, definitions of the terms "domestic violence," "dating violence," "stalking," and "immediate family." If you have any questions regarding this matter please call 518-842-2907.

### **Informal Hearing Procedures**

**You may request an informal hearing by sending your request, in writing, to:**

AMSTERDAM HOUSING AUTHORITY  
DAMARIS CARBONE, EXECUTIVE DIRECTOR  
52 DIVISION STREET  
AMSTERDAM, NY 12010

## Rules for Section 8 Informal Hearing

All requests for an informal hearing must be within ten (10) days of the date on the letter notifying the client they are eligible for a hearing.

At his/her own expense, the participant may be represented by an attorney or other representative.

The Hearing Officer shall require the participant, counsel, and all other persons to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

The Amsterdam Housing Authority and participant may present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

After the informal hearing, a written notice of the decision will be mailed to the client within ten (10) business days. The written record along with a copy of the decision notice will be placed in the participant's file.

**NOTE: Amsterdam Housing Authority will not grant an informal hearing for participants whose Voucher has expired.**

## Reasonable Accommodation

It is the policy of the Amsterdam Housing Authority to provide reasonable accommodations for individuals with disabilities when necessary to ensure equal access to our programs, services and activities. Reasonable accommodations include changes to policies, programs, services and procedures. "Individuals with disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

An individual with a disability may request a reasonable accommodation at any time. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity. The Amsterdam Housing Authority will provide accommodations as requested unless doing so is unreasonable. A request is unreasonable if it is structurally infeasible, would result in a fundamental alteration in the nature of a program or would result in an undue financial and administration burden. If a request is unreasonable, the Amsterdam Housing Authority will work with the individual to try to accommodate his or her needs.

Participants on the HCV program may request a reasonable accommodation for themselves or for a member of their household at any time. AHA will provide a 'Request for Reasonable Accommodation' form upon request.

If needed, AHA will assist the individual in completing the Request Form. Verification of an individual's disability and the need for the requested accommodation(s) may be provided by any of the following: Physician, Licensed health professional, professional representing a social service agency, or disability agency or clinic.



A copy of the Request for Reasonable Accommodation is included in this packet, if you need help in filling out the form or would like to give us your request in some other way, please contact the office at 518-842-2907 to discuss this matter.



## **APPLYING FOR HUD HOUSING ASSISTANCE?**

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

### **Do You Realize...**

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

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

### **Do You Know...**

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

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

### **So Be Careful!**

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

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

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

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

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

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

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

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

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

### Ask Questions

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

### Watch Out for Housing Assistance Scams!

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

### Report Fraud

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



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

## **Chapter 10 Forms**

**Change of Information Form**

**Reasonable Accommodation**

**Record of Search for Housing**

**Landlord Listing**

**Reduction in Family Size**

**Request for Addition to Lease**

**Notice of Intent to Vacate**

**Request for Voucher Extension**

**Voucher**

**Portability Form**

**Inspection Certification**

**VAWA Notice and Certification**

**Family Self Sufficiency Program Questionnaire**

**INSTRUCTIONS**

## LANDLORD LISTING

<b>Landlord Name/Nombre de Propietario</b>	<b>Contact Number/Numero de Contacto</b>
ROBERT SMICINSKI	(518)843-3635
ALL STAR ESTATE MOSHE	(518)623-0119
JANUSZ AND ARLENE BRONSKI	(518)842-0427
COLONIAL SQUARE	(518)842-8110
WOODROW TOWNHOMES LLC	(518)842-3120
RAY SEFRIN	(518)231-7815
EAGLE PROPERTY MGT	(518) 842-2929
HIS UNLIMITED	(518) 842-0600
WJ & J PROPERTIES	(518)774-8905
RON LAMORI	(518)843-1222
WILLIAM PETROSINO	(518)842-7050
JIANFU JIAO	(518)478-8388
BAPAZ EMUNA	(917)306-2039
PAUL NOGA	(518)491-3860
RIVERCREST DEVELOPMENT	(518)843-3390
JOSE CASTRO	(518)212-2276
MADDALONE & ASSOCIATES	(518)346-8600
VASSI REALTY	(518)843-1885
BENJAMIN VASSI	(518)774-0977

# CHANGE OF INFORMATION FORM

1. You may use this form to report all changes income or family composition to the Authority. Applicants may also use this form to report a change of address.
2. Complete the attached form. On the top part of the form make sure you provide your Name, last four digits of your Social Security Number, Address, email (if you have one) and telephone number. Next indicate if you are either a housing applicant, a resident of an Authority development, or a Section 8 participant.
3. In the center section sign and date the form. Then indicate the type of change you are reporting: change in income; change in family composition; other change in household; or a change in address (applicants only).
4. On the blank lines at the bottom of the form, provide any additional information needed to describe the change. For example if you are reporting a decrease in family composition (someone moves out), provide the name, birth date, social security number and relationship of the person moving out of your household and proof of where they moved to. **AHA must approve all requests for addition to households prior to allowing the person to move into the unit.**
5. Return the completed form by mail to: Amsterdam Housing Authority, Attn: Section 8 Department 52 Division Street Amsterdam, NY 12010 or place in secure drop box located outside our offices. If you wish to submit the form in person, please call 518-842-2907 and schedule an appointment with a caseworker.
6. You will receive a copy of the Lease Amendment in the mail from us as proof that you reported the change. If you do not receive a copy from us within two weeks, contact the office to make certain we received the form. If you do not receive a copy back in the mail, **DO NOT ASSUME WE RECEIVED YOUR FORM!**
7. If you have any questions about the form, contact a caseworker at **518-842-2907 ext.110** for Joseph, **108** Cliff, and **106** Erika
8. **Turn everything in before the 15<sup>th</sup> of the month to ensure a change can be made for the following month.** Changes turned in after the 15<sup>th</sup> may be delayed and additional 30 days if information is missing.

## Amsterdam Housing Authority's policy for reporting changes:

- Participants of the AHA rental assistance programs must immediately report, **in writing**, any changes in income or assets, and any changes in family composition.
- Failure to report changes **in writing** within 10 days may result in the overpayment of the tenant's subsidy that will be owed by the tenant to the Amsterdam Housing Authority.
- Requests for Addition to Household **must** approve prior to allowing anyone to reside in your unit.
- You must schedule an appointment if you wish to move from your current unit.

Income changes must be REPORTED AND VERIFIED by the 20th of the month in order for a rent decrease to take place the following month. Failure to properly report changes will result in no change to tenant portion of rent until properly verified.

## Proper reporting of changes includes:

- Completed change form – incomplete forms will be returned for completion and will delay the process.
- Documentation of change(s) being reported (i.e.: termination letter, lease to remove member, child support check stub, etc.)
- Submittal of all forms needed to obtain 3<sup>rd</sup> party verification of change(s)
- Contacting your caseworker to ensure that all required documents are provided

**WARNING: 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.**

# AMSTERDAM HOUSING AUTHORITY

## SECTION 8 RENTAL ASSISTANCE

52 Division Street • Amsterdam, NY 12010

P: 518-842-2907 • F: 518-842-2973

Housing Authority Use only

Initials

Your Name: \_\_\_\_\_ Last four digits of your social security number: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Please check one of the boxes below that describes your current status**

Active on the waiting list for the **Section 8 Program / Project Based Voucher Program**

I am currently a participant in the **Housing Choice Voucher / Project Based Voucher Program / Mod Rehabilitation**

I am reporting a change in my family's circumstances as described below. I understand that the Authority will use the information provided by me to determine my level of benefits and/or program eligibility. I understand that the Authority may verify the information I have provided with a third-party. I certify that the information provided is true and correct to the best of my knowledge and belief. I understand that providing false information may be cause of denial or termination of housing assistance and may be punishable under federal law.

**Your Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

(Check any of the lines which apply to the change you are reporting)

I am an applicant and want to report a change in my address and/or contact number.

I would like to request an extension on my voucher. (**Must** schedule appointment with caseworker)

There has been a change in my family's income. (**Must** Submit **ALL** income change verification)

There has been a change in my family's composition. (**Must** schedule appointment)

I would like to **MOVE** from my current unit. (**Must** submit with signed 30 Day Vacate Notice)

I would like to **WITHDRAW** my request to **MOVE / PORT OUT** from my current unit.

There has been a change in household not listed above. (Please explain in detail below).

On the lines below please describe in detail what has changed. If you are an applicant and reporting a change of address please list your old and new address, and make sure you provide us with your updated telephone number.

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**WARNING: 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.**

Return the completed form at Section 8 window, via mail, or by placing in secure drop box to:

**Attn: Section 8 Department, 52 Division Street, Amsterdam, NY 12010**

REDUCTION IN FAMILY SIZE

On \_\_\_\_\_, 20\_\_\_\_\_, you reported that a family member has moved out of your residence.

Please complete the questions below

1. Name of family member who moved. \_\_\_\_\_
2. What date did this person move? \_\_\_\_\_, 20\_\_\_\_
3. Where did they move to?

\_\_\_\_\_

Street address	City/State	Zip code
----------------	------------	----------

4. Will they be gone  temporarily?  permanently?  
If temporarily absent, when will they return to your household?

\_\_\_\_\_

5. List below the persons remaining in your household.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the information contained herein is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WARNING!** Title 18, Section 1001 of the United States Code, states that a person who knowingly and willingly makes false or fraudulent statements to any department or agency of the United States is guilty of a felony.



**REQUEST FOR REASONABLE ACCOMMODATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

1. The following member of my household has a disability.  
Name: \_\_\_\_\_ \*Relationship or association with you \_\_\_\_\_
  
2. As a result of this disability, I am requesting the following reasonable accommodation: (Please check one or more items below.)
  - A change in my apartment or other part of the housing development. Please specify \_\_\_\_\_  
\_\_\_\_\_
  - A change in the following rule, policy or procedure. (Note that a change in how to meet the terms of the lease may be requested, but the terms of the lease must be met.) Please specify: \_\_\_\_\_  
\_\_\_\_\_
  - Other (for example, a change in the way the PHA communicates with you). Please specify: \_\_\_\_\_  
\_\_\_\_\_
  
3. This request for reasonable accommodation is necessary so that I can: Please specify: \_\_\_\_\_  
\_\_\_\_\_

I authorize the housing agency to verify that I have a disability and have the need for the reasonable accommodation I have requested. In order to verify this information the housing agency may contact the following physician, psychiatrist, licensed psychologist, licensed nurse practitioner, licensed social worker, rehabilitation professional, non-medical service agency whose function is to provide services to the disabled, or other expert in the field of \_\_\_\_\_

Name of expert/professional: _____	Phone: _____
Title: _____	Agency/facility/institution _____
Address: _____	City/State/Zip: _____
<i>You may present verification directly to the housing agency. Please return this form as promptly as possible so that the housing agency may make a determination on this request.</i>	

I understand that the information obtained by the housing agency will be kept completely confidential and used solely to make a determination on my reasonable accommodation request.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Head of household or authorized representative

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

\*If on behalf of a minor child, please indicate whether you are the parent or guardian. Where the individual with the disability is over 18 and is not the head of household, he or she should sign the authorization for verification.

Return to: 

Amsterdam Housing Authority Section 8 Rental Assistance Program 52 Division Street Amsterdam, NY 12010
--

Amsterdam Housing Authority  
Section 8 Rental Assistance Program  
52 Division Street  
Amsterdam, NY 12010  
518-842-2907 fax 518-842-2973

REQUEST FOR ADDITION TO LEASE

DATE \_\_\_\_\_

TENANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

I REQUEST PERMISSION FOR THE FOLLOWING INDIVIDUAL(S) TO BE ADDED TO MY LEASE:

NAME	DATE OF BIRTH	RELATIONSHIP TO TENANT

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

\*\*\*\*\*

DO NOT WRITE BELOW THIS LINE ---- LANDLORD USE ONLY

REQUEST APPROVED \_\_\_\_\_

REQUEST DENIED \_\_\_\_\_

REASON FOR DENIAL: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
LANDLORD SIGNATURE

\_\_\_\_\_  
DATE

PC: TENANT FILE

REQUEST FOR ADDITION TO HOUSEHOLD

I hereby request that the person listed on this form be permitted to reside in my housing unit and be added to my lease. I fully understand that no one is permitted to reside in my apartment without the written approval of the PHA.


Name of Head of Household \_\_\_\_\_ Date of Request \_\_\_\_\_
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Proposed Addition to Household

To be completed by the proposed addition to the household. All questions must be answered in full. Please print. You will be required to attend an appointment at the PHA. We will notify you of the date and time.

- 1. What is your full legal name? \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_
2. Current Address \_\_\_\_\_ Number of years \_\_\_\_\_
City/State/Zip \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_
Name of Landlord \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_
3. Prior Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_
Prior Landlord \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_
4. What is your Social Security Number? \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Your Age? \_\_\_\_\_
5. Have you ever used a SSN other than the one listed above? .....  Yes  No
6. Have you ever been arrested for any crime? .....  Yes  No If yes, When? \_\_\_\_\_
Where? \_\_\_\_\_ Reason? \_\_\_\_\_
If you have been arrested more than once, explain when, where, and for what crime on the back of this form.
7. Have you ever been evicted? .....  Yes  No If yes, When? \_\_\_\_\_
Reason? \_\_\_\_\_
8. Have you ever lived in public housing or received housing assistance under the Section 8 Certificate or Voucher programs? .....  Yes  No
9. List any other States in which you have lived:
State: \_\_\_\_\_ When? \_\_\_\_\_ State \_\_\_\_\_ When? \_\_\_\_\_
State: \_\_\_\_\_ When? \_\_\_\_\_ State \_\_\_\_\_ When? \_\_\_\_\_
10. Did you file a Federal Income Tax return last year? .....  Yes  No
If Yes, list the type and amount of income you reported.
Type of Income \_\_\_\_\_ Amount \_\_\_\_\_
11. Do you currently have income? .....  Yes  No
If Yes, list the type and amount of income you currently have.
Type of Income \_\_\_\_\_ Amount \_\_\_\_\_

If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.



AMSTERDAM HOUSING AUTHORITY

52 Division Street • Amsterdam, New York 12010

Damaris G. Carbone  
Executive Director

Serving  
the Housing  
Needs of the  
Community  
for over 30 years

ORI/NY028029Q

ARREST/CONVICTION/SEX OFFENDER FORM

THIS FORM MUST BE SIGNED BY ANYONE 18 YEARS OLD OR OLDER

I, (please print) \_\_\_\_\_, do hereby give  
the Amsterdam Housing Authority permission to request and obtain any and all  
information regarding my arrest/conviction record (if any) from any law enforcement  
agency involving the aforementioned individual.

I, (please print) \_\_\_\_\_, also do hereby  
give the Amsterdam Housing Authority permission to request and obtain a criminal  
history background check of Sex Offender Registration information. I understand that  
the authority has the right to deny admission to sex offenders who are subject to a  
lifetime registration requirement.

Signature: \_\_\_\_\_

Also Known As: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Housing Auth. Rep: \_\_\_\_\_

RACE

\_\_\_ White  
\_\_\_ American Indian/Native Alaskan  
\_\_\_ Black  
\_\_\_ Asian/Pacific Islander

ETHNICITY

\_\_\_ Hispanic  
\_\_\_ Non-Hispanic  
\_\_\_ Male  
\_\_\_ Female



Conventional Housing Program  
Phone: (518) 842-2894 • Fax: (518) 842-9526

Section 8 Rental Assistance Program  
Phone: (518) 842-2907 • Fax: (518) 842-2973

**SECTION 8  
RENTAL ASSISTANCE PROGRAM  
AMSTERDAM HOUSING AUTHORITY  
52 DIVISION STREET  
AMSTERDAM, NY 12010**

**I/WE CERTIFY THAT THE FOLLOWING MEMBERS OF MY FAMILY LISTED BELOW ARE PRESENTLY RESIDING IN MY HOUSEHOLD. I ALSO CERTIFY THAT THOSE CHILDREN LISTED OVER THE AGE OF 6 HAVE SOCIAL SECURITY CARDS. I/WE ALSO UNDERSTAND THAT FALSE STATEMENTS ARE GROUNDS FOR TERMINATION OF THIS PROGRAM PARTICIPATION. I/WE ALSO STATE THAT WE CAN READ, WRITE AND UNDERSTAND THE ENGLISH LANGUAGE.**

	NAME	AGE	RELATIONSHIP
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

I \_\_\_\_\_, UNDERSTAND TO MAKE A FALSE WRITTEN STATEMENT IS A CRIME PUNISHABLE AS A CLASS "A" MISDEMEANOR, PURSUANT TO SECTION 210.45 OF THE NEW YORK STATE PENAL LAW. I \_\_\_\_\_, ALSO SWEAR THAT THE ABOVE INFORMATION IS TRUE.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF TENANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

AMSTERDAM HOUSING AUTHORITY  
OFICINA DE SECCION 8  
52 DIVISION STREET  
AMSTERDAM NY 12010

YO/NOSOTROS CERTIFICO(AMOS) QUE LOS SIGUIENTE MIEMBROS DE MI FAMILIA ALISTADO ABAJO RESIDEN PRESENTEMENTE EN MI HOGAR. TAMBIEN CERTIFICO(AMOS) QUE ESOS NINOS ALISTADO CON MAS DE 6 ANOS DE EDAD NO SON EXTRANJEROS Y TIENEN TARJETA DE SEGURO SOCIAL. YO/NOSOTROS TAMBIEN COMPRENDO(EMOS) QUE DANDO DECLARACIONES FALSAS SON RAZONES PARA TERMINAR LA PARTICIPACION DEL PROGRAMA. YO/NOSOTROS TAMBIEN DECLARO(ARAMOS) QUE NO LEO(EMOS), ESCRIBO(IMOS) Y COMPRENDO(EMOS) EL IDIOMA DE INGLES.

	NOMBRE	EDAD	RELACION
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

YO \_\_\_\_\_, COMPRENDO QUE HACER UNA DECLARACION FALSA ES UN CRIMEN BAJO UNA CLASE "A" DELITO MENOR, PURSUANTE A SECCION 210.45 DEL LEY PENAL DEL ESTADO DE NUEVA YORK. YO \_\_\_\_\_ TAMBIEN JURO QUE LA INFORMACION DEL LO ANTEDICHO ES CORRECTO.

\_\_\_\_\_  
TESTIGO

\_\_\_\_\_  
FIRMA DE OCUPANTE

\_\_\_\_\_  
TESTIGO

\_\_\_\_\_  
FECHA

# DECLARATION OF CITIZENSHIP

PLEASE PROVIDE ALL INFORMATION REQUESTED AND RETURN TO:

**AMSTERDAM HOUSING AUTHORITY**  
**52 DIVISION STREET**  
**AMSTERDAM, NY 12010**

## Part 1

Each applicant who will benefit under the Section 8 Rental Assistance Program must either be a citizen or nation of the United States, or be a non-citizen who has eligible immigration status that qualifies them for rental assistance as determined by the US Department of Housing and Urban Development and the U.S. Immigration and Naturalization Service.

One box on this form must be checked for each member of the applicant family indicating status as a citizen or a national of the United States or a non-citizen with eligible immigration status. Applicants residing in the unit to be assisted that do not claim to be a citizen or national of the United States, or do not claim to be a non-citizen with eligible immigration status should not check any box.

All adults must sign where indicated. For each child who is not 18 years of age, the form must be signed by an adult member of the family residing in the dwelling unit who is responsible for the child. Use blank lines to add family members who are not listed.

First Name	Last Name	Age	I am a Citizen or Or National of the U.S.	I am a non citizen with eligible immigration status.	Signature of the Adult listed to the left.
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____
_____	_____	_____	<input type="checkbox"/> or <input type="checkbox"/>	X	_____

**NOTE:** Applicants who have checked a box indicating that they are a non-citizen with eligible immigration status must complete Part 2 of this form.

**Warning** – Title 18 US Code Section 101 states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any department or agency of the United States. If this form contains false or incomplete information, you may be required to repay all overpaid rental assistance you received; fined up to \$10,000; imprisoned for up to 5 years; and/or prohibited from receiving future assistance.

## Part 2

All family members who have claimed eligible immigration status on Part 1 of this form must provide this office with an original of on of the following:

1. Form I-551. Alien registration Receipt Card
2. Form I-94. Arrival-Departure Record with appropriate annotations or documents
3. Form I-688. Temporary Resident Card
4. Form I-688B. Employment Authorization Card
5. A receipt issued by the INS indicating that an application for issuance of a replacement document is one of the above listed categories has been made and the applicant's entitlement to the document has been verified.

If documents are not presented and verified, your family's rental assistance may be reduced, denied or terminated as provided in regulations promulgated by the U.S. Department of Housing And Urban Development pending available appeals processes.

### Head of Household Certification

As head of household I certify, under penalty of perjury, that all members of my household are listed on Part 1 of this form and that members of my household that have not checked either box on Part 1 of this form do not claim to be citizens or nationals of the United States, or non-citizens with eligible immigration status.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Consent to Verify Eligible Immigration Status

Each family member required to complete Part 2 of this form must sign below granting consent to verify eligible immigration status. For each child who is not 18 years of age, the form must be signed by an adult member of the family residing in the dwelling unit who is responsible of the child.

First Name	Last Name	Age	Signature of Adult listed to the left of Signature of Guardian for Minors.
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____
_____	_____	_____	X _____

Evidence supplied with this form may be released by the Housing Agency, without responsibility for its further use or transmission to the Immigration and Naturalization Service for purposes of verification of the immigration status of the individual or the other U.S. Department of Housing and Urban Development as required. The U.S. Department of Housing and Urban Development is not responsible for the further use or transmission of the evidence or other information.



# Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)  
and the Housing Agency/Authority (HA)

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

OMB CONTROL NUMBER: 2501-0014

exp. 1/31/2014

PHA requesting release of information: (Cross out space if none)  
(Full address, name of contact person, and date)

Amsterdam Housing Authority  
Section 8 Rental Assistance Program  
Damaris G. Carbone, Director of Section 8  
52 Division Street  
Amsterdam, NY 12010

IHA requesting release of information: (Cross out space if none)  
(Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

### Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

_____	_____	_____	_____
Head of Household	Date		
_____	_____	_____	_____
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
_____	_____	_____	_____
Spouse	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.



AMSTERDAM HOUSING AUTHORITY

52 Division Street • Amsterdam, New York 12010

REQUEST FOR VERIFICATION OF EMPLOYMENT INCOME

Attention: Personnel Dept.

RE: Employee: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_
Address: \_\_\_\_\_ Occupation \_\_\_\_\_
Employee # \_\_\_\_\_

The housing agency is a federally funded agency assisting qualified families with rent subsidies. The above-named person has authorized the housing agency to verify information regarding employment income. Please complete this form and return it to us as soon as possible. Thank you for your assistance.

Housing Authority Representative \_\_\_\_\_ Phone \_\_\_\_\_

I hereby authorize my employer to release the information requested directly to the Housing Authority
Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Verification of Employment Income (Please complete whether currently employed or not)

- 1. Date employment began: \_\_\_\_\_ Occupation: \_\_\_\_\_
2. Date employment terminated: \_\_\_\_\_ Re-employed: \_\_\_\_\_
3. Base pay: \$ \_\_\_\_\_ per: [ ] hour [ ] day [ ] week [ ] month [ ] year
Date present rate effective \_\_\_\_\_ Average hours per week at base pay rate \_\_\_\_\_
Average weeks per year at base pay rate \_\_\_\_\_
Change in base rate anticipated during next 12 months to \$ \_\_\_\_\_ per \_\_\_\_\_
Overtime pay: \$ \_\_\_\_\_ per hour Expected overtime during next 12 months: \_\_\_\_\_ hours per week
Earnings year to date: \$ \_\_\_\_\_
4. Amounts anticipated over next 12 months: Tips \$ \_\_\_\_\_ Bonuses \$ \_\_\_\_\_ Commissions \$ \_\_\_\_\_
5. Amount deducted per pay period for health insurance .....\$ \_\_\_\_\_ per \_\_\_\_\_
6. Total earnings past 12 months: \$ \_\_\_\_\_ Base Pay \$ \_\_\_\_\_ Bonus \$ \_\_\_\_\_ Overtime \$ \_\_\_\_\_
7. If employer is landlord, is a rent reduction given? [ ] No [ ] Yes Amount \$ \_\_\_\_\_
8. Do federal funds pay for any part of salary? [ ] No [ ] Yes Amount \$ \_\_\_\_\_
If yes, name of program is \_\_\_\_\_

Signature \_\_\_\_\_ Company \_\_\_\_\_
Name (print/type) \_\_\_\_\_ Address \_\_\_\_\_
Title \_\_\_\_\_
Phone \_\_\_\_\_ Date \_\_\_\_\_

Return to: Amsterdam Housing Authority
Section 8 Program
52 Division Street
Amsterdam, NY 12010

[ ] Conventional Housing Program
Phone: (518) 842-2894 • Fax: (518) 842-9526

[ ] Section 8 Rental Assistance Program
Phone: (518) 842-2907 • Fax: (518) 842-2973



RENTAL ASSISTANCE PROGRAM

52 DIVISION STREET

AMSTERDAM, NY 12010

(518) 842-2907

AUTHORIZATION FOR RELEASE OF BANK INFORMATION

NAME: \_\_\_\_\_ SS# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

ACCOUNT NUMBER (S): \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, the undersigned hereby authorize any bank, trust company or National Bank Association to release any information concerning any checking, savings or other account in my name or in my name jointly with another to the Amsterdam Housing Authority. This authorization covers all of the above described matters which may have been transacted with any such bank for a period of one year prior to the date hereof.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Amsterdam Housing Authority  
Section 8 Program Director

	<u>Amount</u>	<u>Int. Earned in Past 12 Months</u>
Bank Accounts:	\$ _____	\$ _____
Savings Accounts:	\$ _____	\$ _____
	\$ _____	\$ _____
Checking Accounts:	\$ _____	\$ _____
Cert. of Deposit	\$ _____	\$ _____
	\$ _____	\$ _____
Other Special Accts.:	\$ _____	\$ _____
Soc. Sec. Direct Deposit - Monthly Amt.:	\$ _____	\$ _____

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature of Bank Personnel



## ASSET DISCLAIMER

Family's certification as to whether any member has or has not disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

I, \_\_\_\_\_, hereby certify that:

ANSWER: YES OR NO

- \_\_\_\_\_ 1. I have not disposed of any assets for less than market value during the two years preceding the effective date of my certification/recertification on \_\_\_\_\_.
- \_\_\_\_\_ 2. I have disposed of assets for less than fair market value during the two years preceding the effective date of my certification/recertification on \_\_\_\_\_.
- \_\_\_\_\_ 3. I currently own property located at:  
\_\_\_\_\_  
\_\_\_\_\_

If you answered YES to question #2, please provide the following information:

Type of asset disposed of:

\_\_\_\_\_

Date on which asset was disposed of:

\_\_\_\_\_

The asset's market value at the time of disposition:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## NEGADOR DE RECURSOS

Esto certifica que cualquier miembro ha o no ha dispuesto de recursos por menos del valor de mercado durante los dos años anterior a la fecha de la certificación o recertificación.

Yo, \_\_\_\_\_, por lo presente, certifico que:

CONTESTE: SI o NO

- \_\_\_\_\_ 1. No he dispuesto de ningunos recursos por menos del valor de mercado durante los dos años anterior a la fecha efectiva de mi certificación o recertificación que es \_\_\_\_\_.
- \_\_\_\_\_ 2. He dispuesto de recursos por menos del valor de mercado durante los dos años anterior a la fecha efectiva de mi certificación/recertificación que es \_\_\_\_\_.
- \_\_\_\_\_ 3. Yo, corrientement, soy dueño(a) de propiedad localizado en:  
\_\_\_\_\_  
\_\_\_\_\_

Si contesto SI en la pregunta #2, favor de proveer la información siguiente:

Tipo de recurso dispuesto:  
\_\_\_\_\_

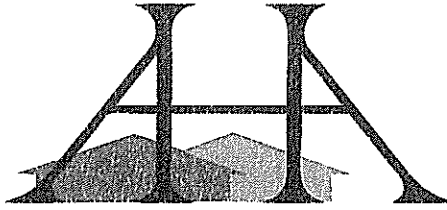
Fecha en que se deshizo de tal recurso:  
\_\_\_\_\_

El valor de tal recurso al momento de disposición:  
\_\_\_\_\_

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha





**AMSTERDAM HOUSING AUTHORITY**

Damaris G. Carbone, Executive Director

52 Division Street • Amsterdam, New York 12010

www.amsterdamhousingauthority.org

**NOTICE OF INTENT TO MOVE OR VACATE UNIT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord Name

Dear Landlord:

Please accept this letter as my/our notice (*choose one*)  30-Day /  45-Day /  60-Day notice of my/our intent to move from the unit located at:

\_\_\_\_\_  
Address, City, State, Zip Code

I/we will be completely moved out of the unit and turn in the keys before 11:59 p.m. on \_\_\_\_\_. We will cooperate with you to complete a move-out inspection with you if one is requested.

I/we understand that we are responsible for our rent portion through the notice period. I/we understand that we must continue to maintain the unit, keeping it clean and in good condition. I am aware that if I am in violation of my lease I will not be allowed to move.

My/our forwarding address is: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
*Signature of Head of Household*

**TO BE SIGNED BY THE LANDLORD:**

I certify that I received this notice on (*give date*) \_\_\_\_\_. I acknowledge that the above referenced family is in good standing and accept their notice to vacate is in compliance with the lease terms.

\_\_\_\_\_  
*Signature of Landlord*

\_\_\_\_\_  
*Copy to: Amsterdam Housing Authority  
Attention: Section 8 Department  
52 Division Street  
Amsterdam, NY 12010*



Conventional Housing Program  
Phone: (518) 842-2894 • Fax: (518) 842-9526

Section 8 Rental Assistance Program  
Phone: (518) 842-2907 • Fax: (518) 842-2973



**Amsterdam Housing Authority**  
**Section 8 Rental Assistance**  
**Family Self-Sufficiency Program**  
**518-842-2907 fax 518-842-2973**

Name: \_\_\_\_\_

Last 4 digits of SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Apt: \_\_\_\_\_

City/Town: \_\_\_\_\_

Do you have access to the Internet?  Yes  No

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

If yes, where? \_\_\_\_\_

Home Phone #: \_\_\_\_\_

Work Phone #: \_\_\_\_\_

1. How many people are in your household? \_\_\_\_\_ Adults \_\_\_\_\_ Children

IN THE SPACE PROVIDED, PRINT YOUR FULL NAME AND FULL NAMES OF ALL FAMILY MEMBERS WHO LIVE WITH YOU (LIST YOURSELF FIRST)

Name \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Gender \_\_\_

Name \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Gender \_\_\_

Name \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Gender \_\_\_

Name \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Gender \_\_\_

Name \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Gender \_\_\_

Name \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Gender \_\_\_

2. Does any member of your household have a disability?  Yes  No

If YES, is Vocational Rehab assisting you?  Yes  No

3. What type(s) of income/benefits does your household receive? (Check all that apply)

Wages/Salary Full-time or part-time? \_\_\_\_\_ What is your job title? \_\_\_\_\_

Where do you work? \_\_\_\_\_

Benefits?  Medical  Retirement  Other  None

TANF  Public Assistance  SSI/SSDI  Child Support  Food Stamps  Unemployment



Pension  Grants  Other \_\_\_\_\_

4. What is the best way to reach you?  Phone  Email  Regular Mail

If by phone, when is the best time to call? \_\_\_\_\_

May we call you at work? \_\_\_\_\_ When? \_\_\_\_\_

5. Are you a high school graduate?  Yes  No

6. Highest grade completed or presently enrolled in.

Eighth Grade or Less  High School/GED  High School (no diploma)

High School (diploma/GED)  Apprenticeship Program  Vocational School

College (no degree)  College Courses  College (degree)

Other Training Programs

7. Do you currently attend any educational or training programs?  Yes  No

If yes, where are you studying? \_\_\_\_\_

When did you begin? \_\_\_\_\_ When will you finish? \_\_\_\_\_

8. Have you ever participated in a formal job training program?  Yes  No

If yes, please explain: \_\_\_\_\_

9. What kind of experience/services do you need to become self-sufficient? (Check all that apply)

GED/High School Diploma  Certificate or Associates' Degree  Computer Training

Apprenticeship/Trades  Career Exploration  Transportation

Financial Assistance  Money Management/Credit Repair  Employment

Hands-on Job Training  Job Search/Interview Skills  Parenting Education



Bachelor's or Master's Degree     English for Speakers of Other Languages     Other

10. How did you hear about the Family Self-Sufficiency Program?

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11. Why do you want to participate in the Family Self-Sufficiency Program?

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12. The FSS Program requires contact with your FSS Advisor and participation in FSS events and occasional workshops. Would this pose a problem for you?  Yes  No

13. Are you interested in homeownership?  Yes  No

14. Would you like to be added to our future email list?  Yes  No

**APPLICANT**

**SIGNATURE**

**DATE**

*Return to:*

Amsterdam Housing Authority Section 8 Rental Assistance Program 52 Division Street Amsterdam, NY 12010
--





## **Booklets**

**[Housing Discrimination Complaint Form](#)**

**[How your rent is Determined](#)**

**[Fair Housing Brochure](#)**

**[How to Control Pests in your Home](#)**

**[Preventing Rats on Your Property](#)**

**[Renovate Right](#)**

**[EIV and You](#)**

**[Inspection Form](#)**

**[Debts Owed](#)**

**[How to Protect your Family against Lead in Your Home](#)**

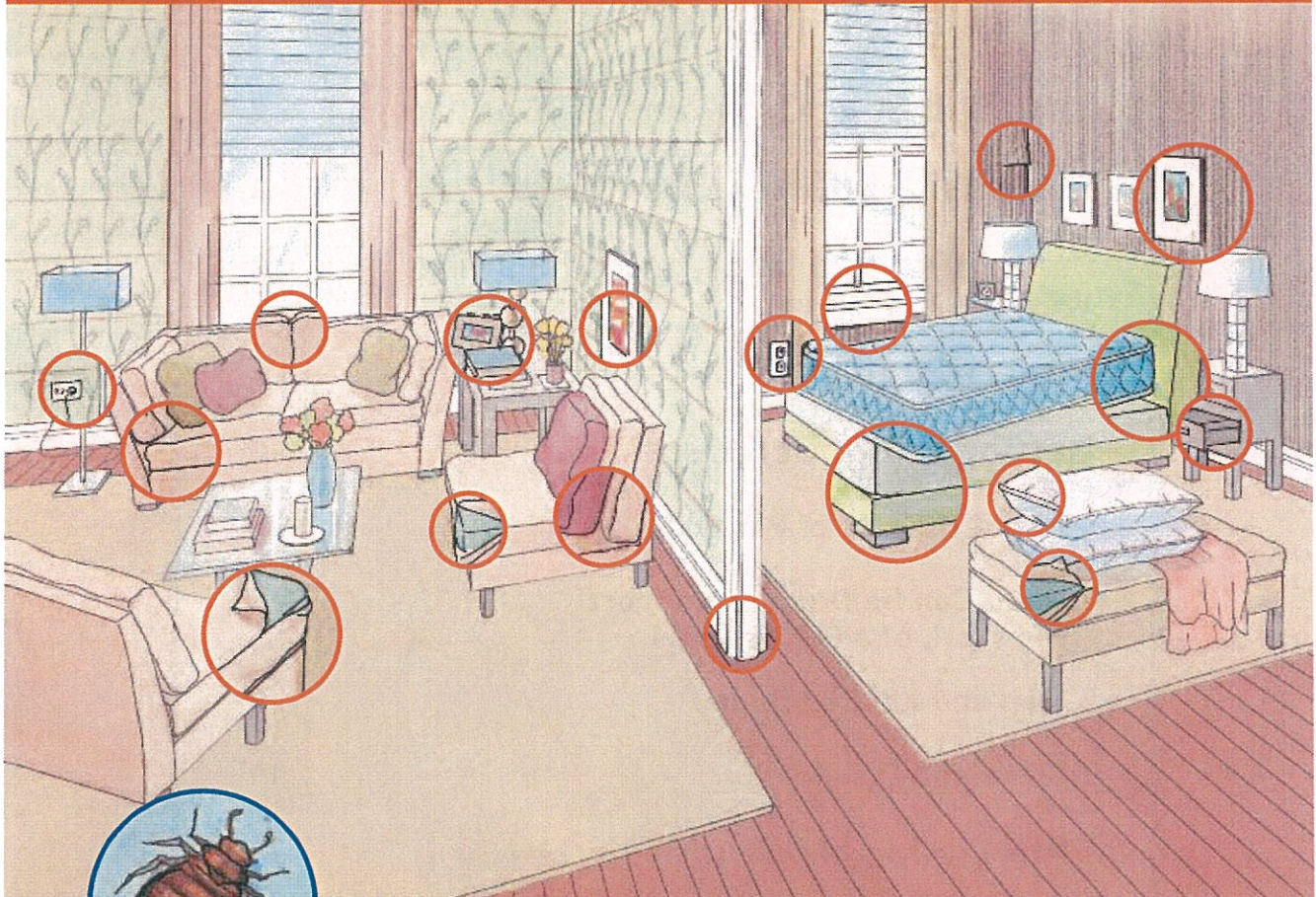
**[Tenant Rights Guide](#)**

**[Preventing and Getting Rid of Bed Bugs Safely](#)**

**[Owner Packet](#)**



# Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,  
Managers and Tenants*



**A Healthy Homes Guide**

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## Using This Guide

**Bed bug infestations are increasingly common in New York City. There are steps that can be taken to prevent bed bugs from infesting your home. When bed bugs are present, they can be safely controlled.**

**This guide will help you:**

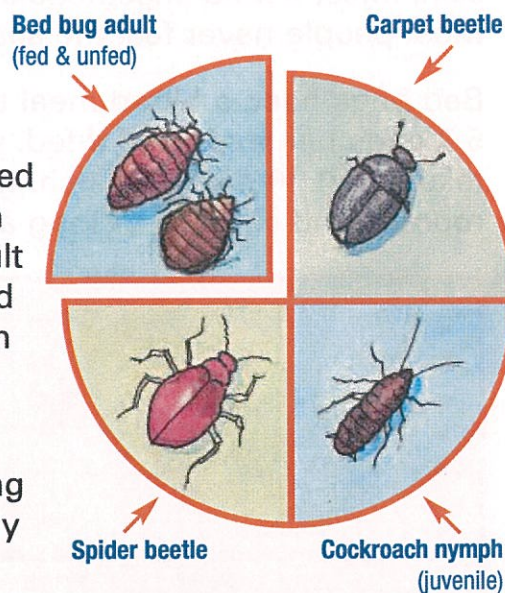
1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

## Recognizing a Bed Bug

### From its appearance

Bed bugs are small insects that feed mainly on human blood. A newly hatched bed bug is semi-transparent, light tan in color, and the size of a poppy seed. Adult bed bugs are flat, have rusty-red-colored oval bodies, and are about the size of an apple seed.

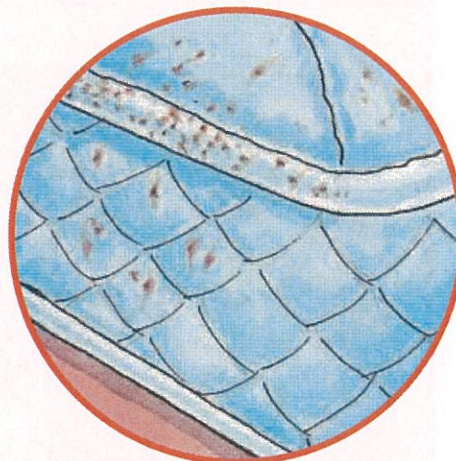
Bed bugs can be easily confused with other small household insects, including carpet beetles, spider beetles and newly hatched cockroaches (nymphs).



### From its markings, droppings and eggs

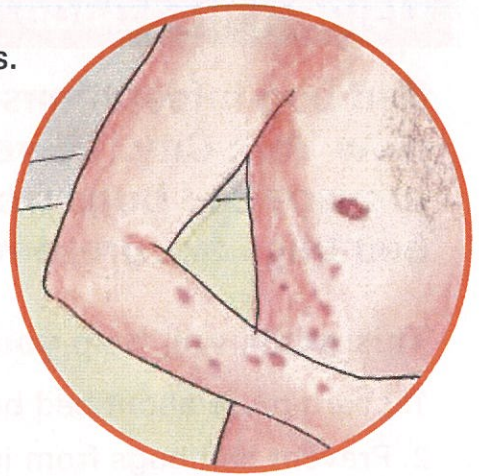
Blood stains, droppings and eggs can be found in several locations including:

- Mattress seams and tufts, sheets, pillow cases and upholstered furniture.
- Crevices and cracks in furniture.
- Baseboards of walls.



## From its bite

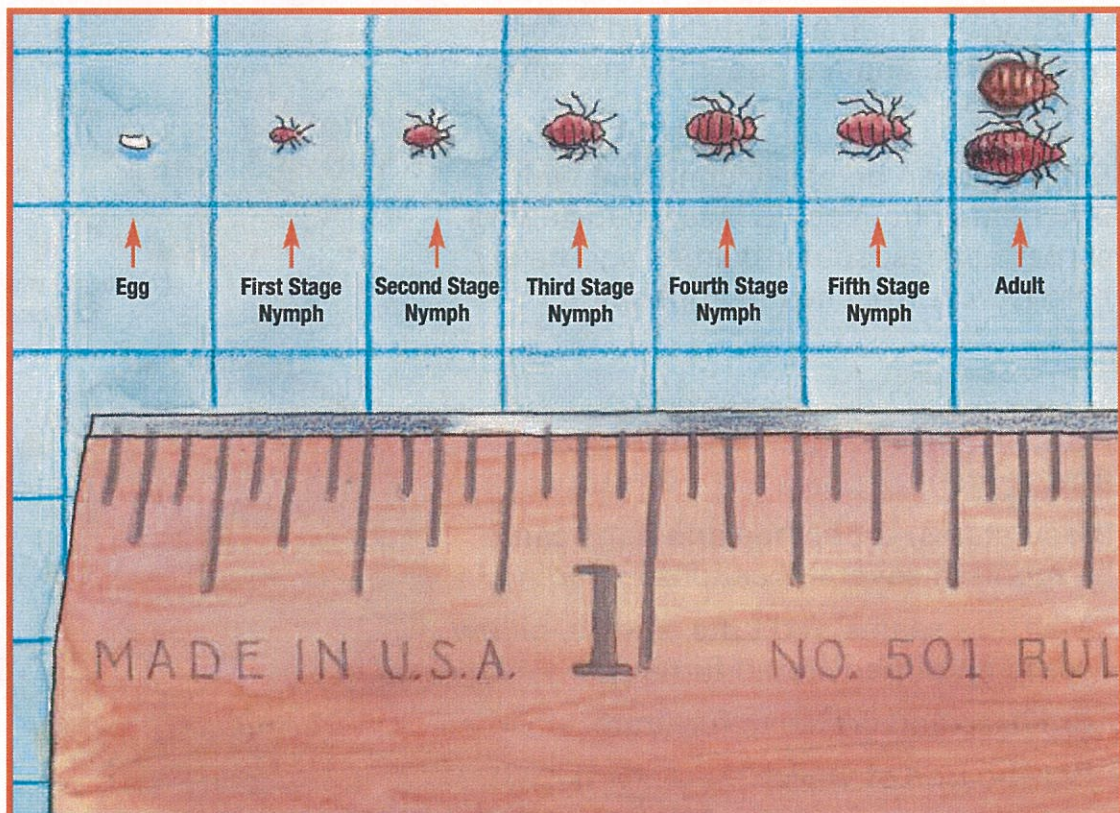
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect bites, a bump or welt alone does not mean there are bed bugs.



## How Bed Bugs Grow and Reproduce

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Bed bugs need a blood meal to grow and lay eggs. A female lays 5-7 eggs per week and if fed, will lay 200-500 eggs in her life. Eggs take about 10 days to hatch. Bed bugs are fully grown in 2 to 4 months and can live as long as a year.



## The Health Effects of Bed Bugs

Although bed bugs and their bites are a nuisance, they are not known to spread disease.

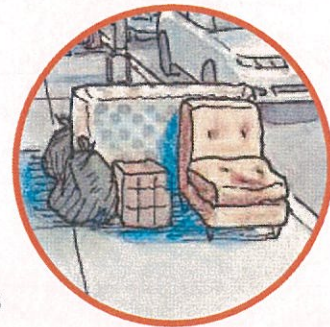
- Bed bug bites can be very itchy and irritating. Most welts heal in a few days but in unusual cases, the welt may persist for several weeks. Usually an anti-itching ointment will help, but if bites become infected, people should see their doctor.
- The anxiety about being bitten can lead to sleeplessness, which can affect one's wellbeing. Properly and effectively responding to bed bugs helps to keep anxiety in check.

Some people become so desperate that they use illegal or excessive amounts of pesticides that can lead to poisonings. This guide provides advice on how to get rid of bed bugs safely.

## Preventing Bed Bugs from Infesting Your Home

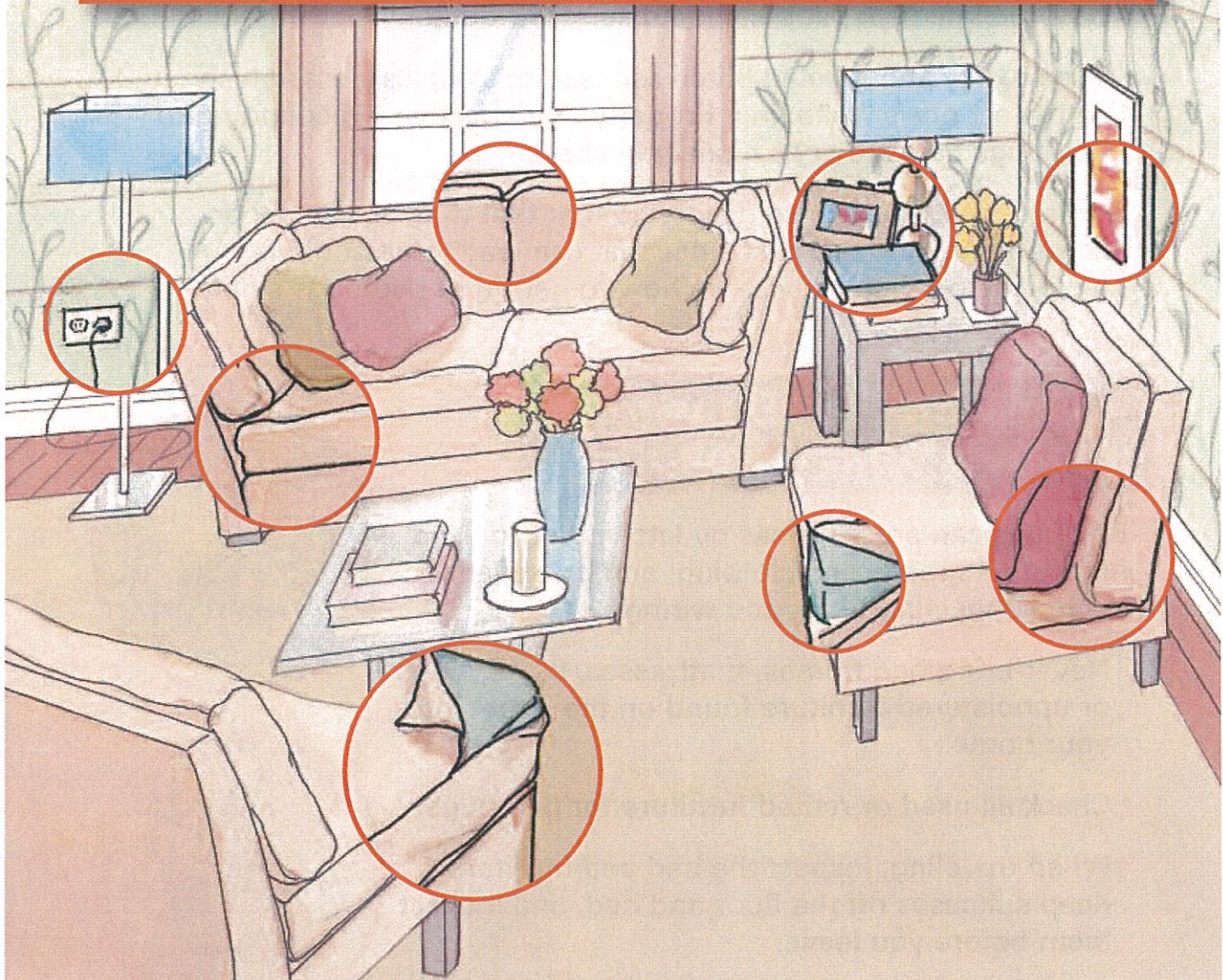
Bed bugs can enter homes by latching onto used furniture, luggage and clothing, and by traveling along connecting pipes and wiring.

- Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- When traveling, inspect the bed and furniture. Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on hot settings or store it in a sealed plastic bag until you can.
- Seal cracks and crevices with caulk, even if you don't have bed bugs. This will help prevent bed bugs and other pests from coming in.



## Inspecting for Bed Bugs

Look for bed bugs, blood stains, droppings and eggs (a flashlight and a magnifying glass will help). Start by looking in an area 10-20 feet around where you sleep or sit. That's the distance a bed bug will usually travel. Keep a written record of every room and location where you find signs of bed bugs. Share this record with a pest control professional.



### Check mattresses, box springs, bed frames and bedding

- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

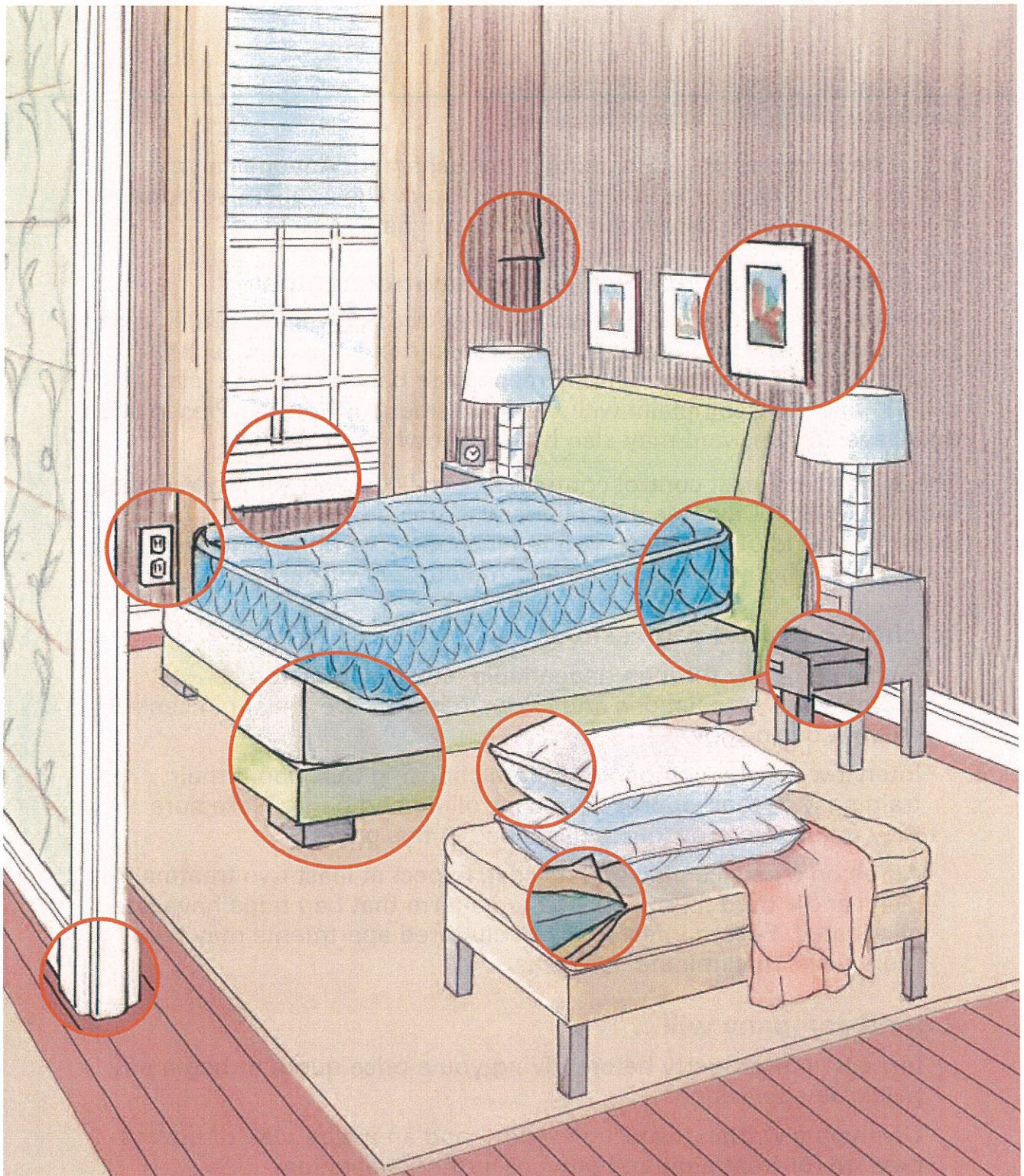
### Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames

- Use a flash light to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old subway or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will

also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.

- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.





**Check walls and wall hangings**

- Remove and check zippers, seams and tufts in cushions of upholstered furniture, and their frames.
- Using crevice tools, check paintings, posters, pictures and mirrors.
- Check cracks in plaster and peeling wallpaper.
- Inspect the face plates of electrical outlets and light switches (by eye only – do not insert anything into areas with wires). Look in phones, clocks, smoke detectors and toys.

## Getting Rid of Bed Bugs

If you have bed bugs, you shouldn't feel ashamed. Anyone can get bed bugs. Notify your landlord and neighbors. The sooner everyone responds, the more successful everyone will be.

### Choosing and working with a pest control company

Bed bug infestations usually require the services of well-trained, licensed pest management professionals, also called exterminators. Tenants whose landlords do not promptly respond to bed bug complaints can call 311 and file a complaint with the Department of Housing Preservation and Development, and may also hire their own professionals.

There are many pest control companies and licensed pest professionals in the New York City area. Not all are well trained in managing bed bugs. To get rid of bed bugs, you must choose the right company, be clear about what you want done and monitor performance.

### To choose a good professional...

- Find a company through dependable referrals, directories, professional associations and check to make sure they are licensed at [www.dec.ny.gov](http://www.dec.ny.gov).
- Interview several companies before choosing. Ask about their training, and their approach to controlling bed bugs. Make sure they follow the procedures described in this guide.
- Agree on a service plan and its cost. Expect at least two treatment visits and a third follow-up visit to confirm that bed bugs have been eliminated. Severe infestations or cluttered apartments may take more visits to eliminate bed bugs.

### A good company will...

- Inspect your property before giving you a price quote or begin any pesticide application.
- Give you a written inspection report, and an action plan of how to prepare for treatment and prevent further infestation.
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best.
- Visit often until the job is done.
- Employ qualified, well-trained pest management professionals.
- Educate you on how to prevent bed bugs.
- Work with you until the bed bugs are gone.
- Treat you with respect.

## About the Use of Pesticides

**Bed bug infestations usually require the use of pesticides. Only professionals should apply pesticides for bed bugs. Foggers and bug bombs are not effective against them.**

Ask the professional to:

- Use the least-toxic pesticide labeled for bed bugs that will be effective.
- Follow all instructions and warnings on product labels.
- Tell you when it's safe to re-enter a treated room.
- Never spray the top of mattresses or sofas, and if needed, to use only small amounts of pesticides on their seams only.

***To report, or ask about pesticide exposures,  
call the Poison Control Center 24 hours a day:***

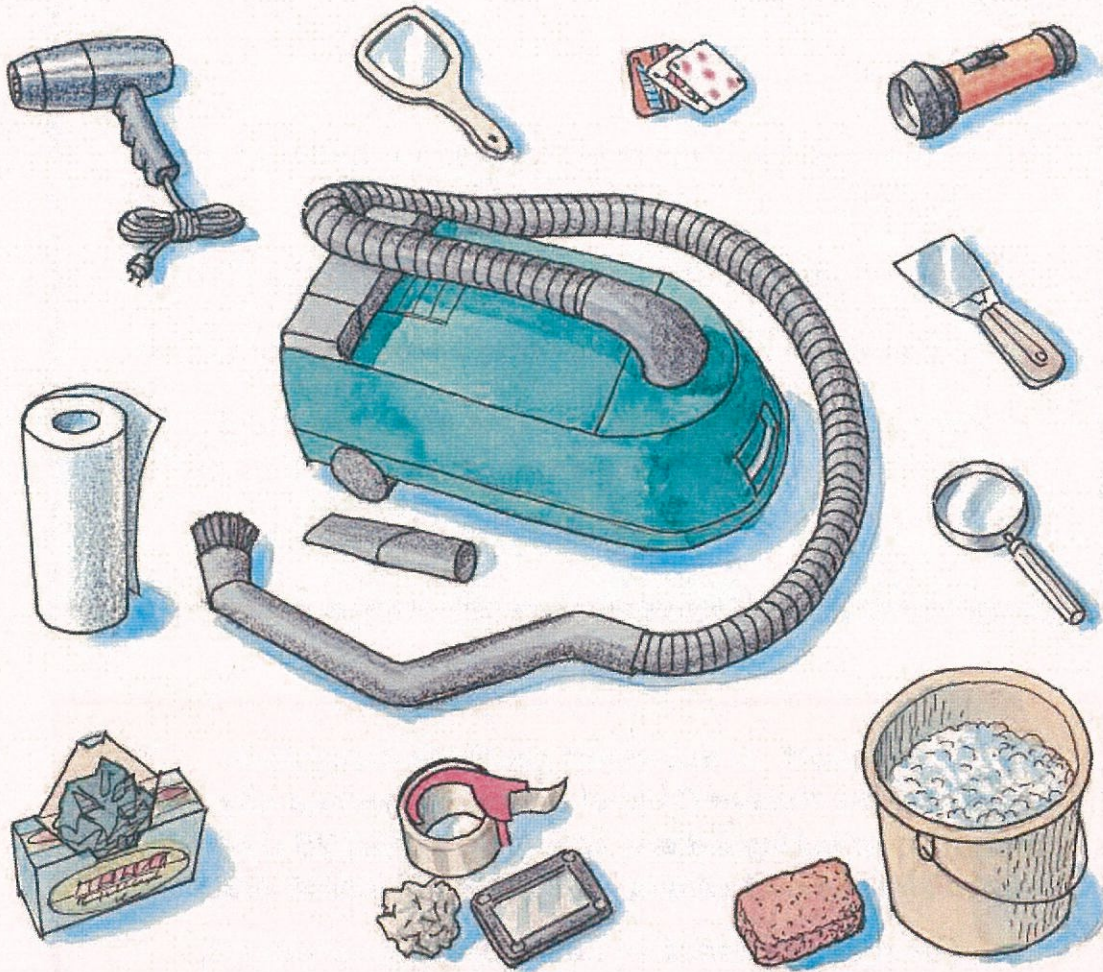
- ***English-speaking callers, call: (212) POISONS (764-7667)***
- ***Spanish-speaking callers, call: (212) VENENOS (836-3667)***

***For more information about pesticide products,  
call the National Pesticide Information Center at  
(800) 858-7378.***

## What Can Be Done to Support the Work of a Professional

Everyone should learn how to identify bed bugs and inspect for them. Cleaning and disinfecting will help to reduce bed bugs and their spread but may not get rid of them totally.

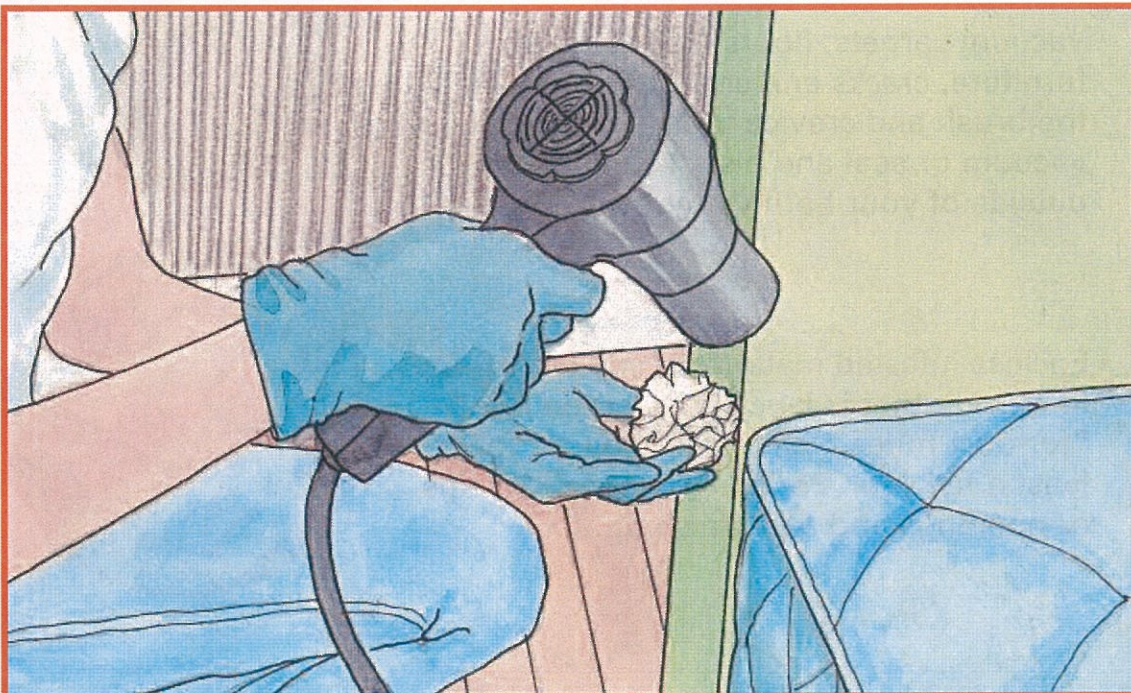
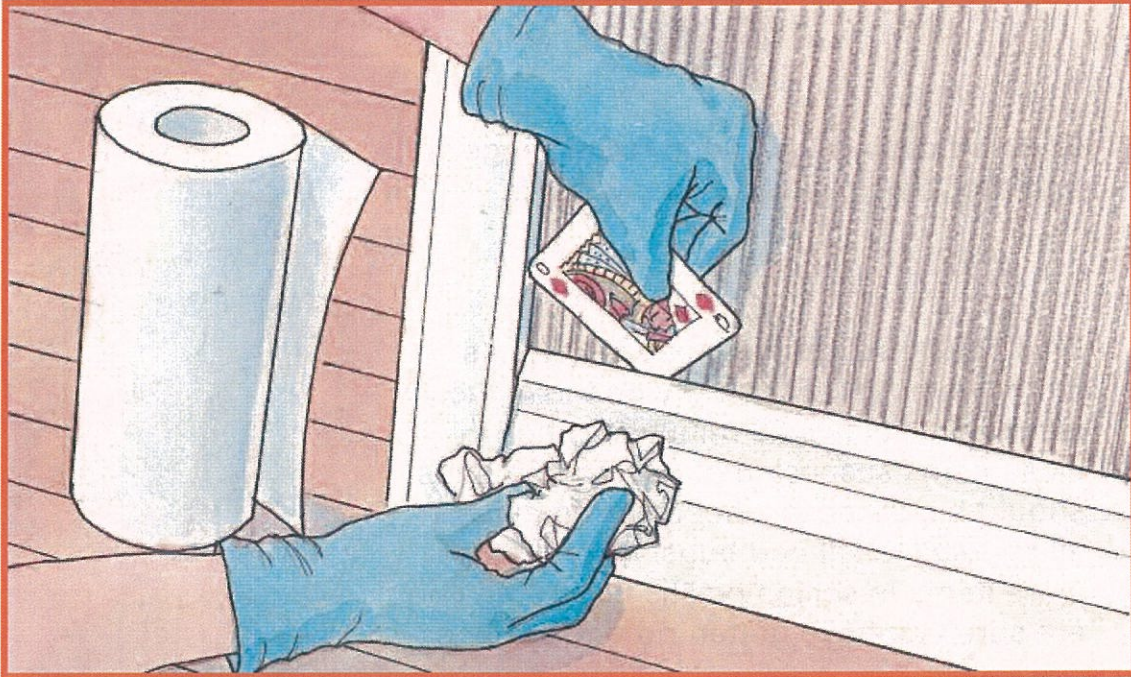
### Tools You Can Use



- Bright flashlight
- Small mirror, ideally one with a handle, available from hardware stores
- Magnifying glass
- Blow-dryer
- Paper towels
- Vacuum with crevice tool, brush and plenty of vacuum bags
- Putty knife, playing card or subway card as a crevice tool
- Garbage bags
- Plastic packing tape, cockroach sticky traps or mouse glue boards
- Bucket of soapy water and sponge

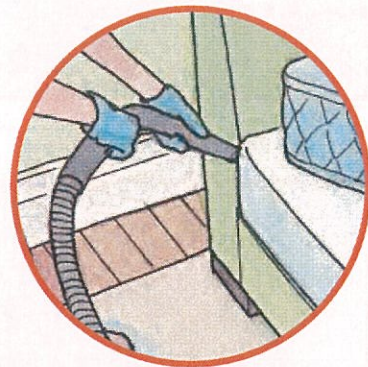
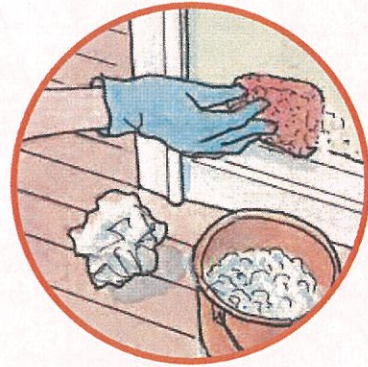
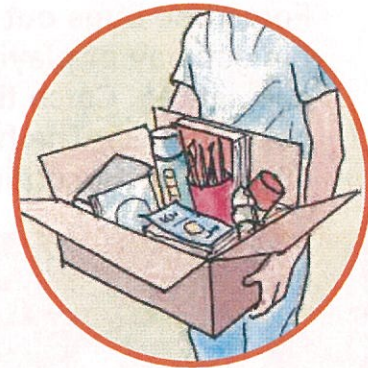
## Trap and Kill Bed Bugs

- Force bed bugs out of cracks and crevices with a putty knife or an old subway or playing card, or with hot air from a blow-dryer on low setting. Catch them with sticky packing tape or crush them in paper towels. The heat from blow-dryers will kill bed bugs after 30 seconds of continuous contact.



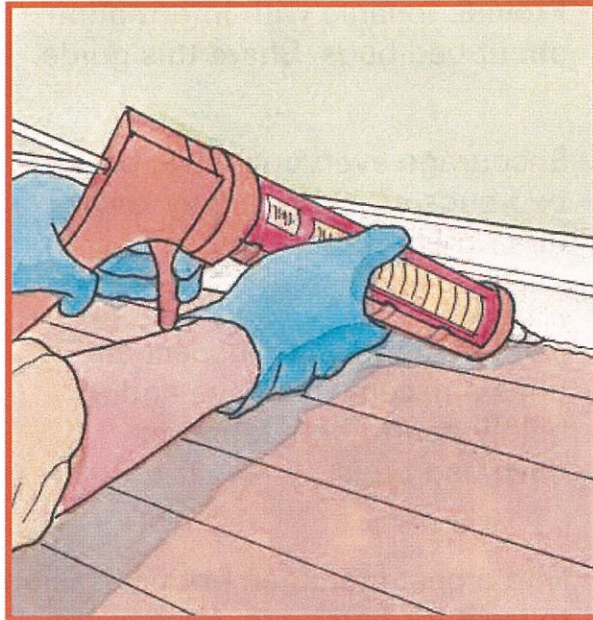
## Clean and Disinfect

- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.
- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.
- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill bed bugs. After drying store items in sealed plastic bags until you are sure you have gotten rid of bed bugs.
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.
- Enclose infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least a full year. Periodically check for rips or openings and tape these up.



## Seal Cracks and Crevices

- Repair cracks in plaster, repair or remove any loose wallpaper and tighten light switch covers.
- Apply caulk to seal crevices and joints in baseboards and gaps on shelving or cabinets.



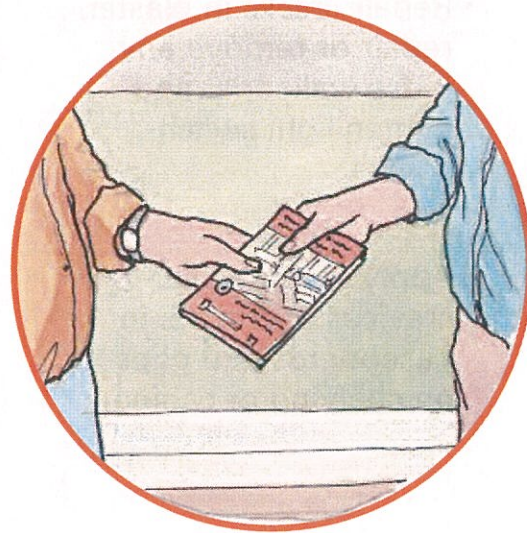
## Getting Rid of Infested Items

- Usually, it is not necessary to get rid of furniture or bedding at the first signs of bed bugs. Cleaning and enclosing is often adequate.
- Box springs should only be discarded if they cannot be covered and are heavily infested.
- Use plastic sheeting (shrink /pallet wrap) or place securely in plastic bags any items to be thrown away. Label with a sign that says "infested with bed bugs."



## What Landlords and Building Managers Can Do

- Provide tenants with information about bed bugs. Share this guide.
- Encourage everyone to report bed bugs as soon as they know of a problem.
- Notify tenants, and inspect all units adjacent to, above and below apartments found to have bed bugs.
- Hire a pest management professional to treat for bed bugs. Be wary of companies that make unrealistic claims that bed bugs can be controlled with one visit.
- Help tenants if they cannot move furniture themselves or need help to get rid of clutter.
- Give advance notice of the planned use of pesticides.
- Inspect upon vacancy and if necessary treat units to ensure they have no bed bugs or other pests before renting.





## **More Information?**

**For additional copies of this guide,  
call 311 and ask for a copy of  
"Preventing and Getting Rid of Bed Bugs Safely."**

**More information on bed bugs and other pests  
is available at <http://nyc.gov/health>.**

***To report, or ask about pesticide exposures,  
call the New York City Poison Control Center  
at (212) Poisons.***



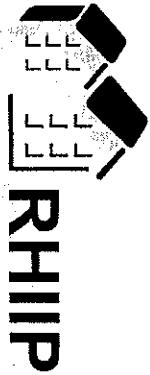
***A Healthy Homes Guide***



## **Key Messages about Bed Bugs**

- Learn to identify the signs of bed bugs.
- Dirty living conditions do not cause bed bugs but cleaning and removing clutter will help in controlling them.
- Anyone can get bed bugs. Seek help immediately if you find them.
- Sealing cracks and small holes will help to reduce hiding places and prevent bed bugs from crawling between apartments.
- Cooperate with your neighbors, landlord and pest management provider. Getting rid of bed bugs needs to involve everyone.
- Do not use pesticide bombs or foggers to control pests. They can make conditions worse.
- It is hard, but not impossible to get rid of bed bugs. The advice in this guide will help.

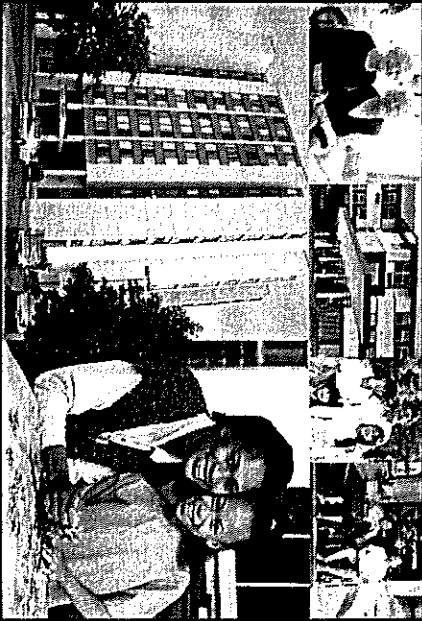




## RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

# EIV & You

### ENTERPRISE INCOME VERIFICATION



**What YOU Should Know**  
If You are Applying for or are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)

### What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



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

- The Social Security Administration:
- Social Security (SS) benefits
  - Supplemental Security Income (SSI) benefits
  - Dual Entitlement SS benefits

- The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):
- Wages
  - Unemployment compensation
  - New Hire (W-4)

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

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

- Property owners and managers are able to use the EIV system to determine if you:
- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

### Is my consent required to get information about me from EIV?

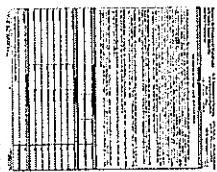
Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

### Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

### What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.





### Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

### Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - Child support
  - AFDC payments
  - Social security for children, etc.

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.

Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent is Determined" which includes a listing of what is included or excluded from income.



### What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

### What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

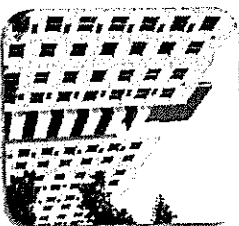
### What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <http://www.ssa.gov/pubs/10064.html>.

### Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in; and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at: 1-800-685-8470.



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

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: [www.hud.gov/offices/hsg/mfh/eiv/eivhome.cfm](http://www.hud.gov/offices/hsg/mfh/eiv/eivhome.cfm).



JULY 2009

