

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

BRIEFING PACKET

Sandusky Metropolitan Housing Authority
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SMHA HOUSING CHOICE VOUCHER PROGRAM BRIEFING PACKET

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WELCOME TO THE SECTION 8 PROGRAM!

SANDUSKY METROPOLITAN HOUSING AUTHORITY

Introduction

This booklet has been designed for you to use as a tool during the Family Briefing and to provide you with accurate information about how this program works. Please feel free to ask any questions that you may have. This is your briefing, and you should leave here today with all the information you need.

After this briefing is completed, make sure you save this booklet along with your Housing Choice Program papers that you can refer to it as needed in the future. If you should have any questions, please contact your case manager whose name and extension is listed below.

INTAKE CASE MANAGER: Cindy Shearon

PHONE NUMBER (419)334-4426 extension 4520

General Program Information

What is the Section 8 Housing Choice Voucher program?

The Housing Choice Programs were created by Congress as part of the Housing and Community Development Act of 1974. The Department of Housing and Urban Development in Washington D.C. is responsible for providing program regulations and guidelines for allowing all HUD rules and regulations for the Housing Choice Programs.

The purpose of Housing Choice Programs is to provide rental assistance to eligible low-income families, the elderly and persons with special needs in decent, safe, and sanitary housing. Families have a variety of housing opportunities including apartments, single-family homes, duplexes and townhouses.

Housing Choice Programs

Previously, there were two Section 8 Programs tenant-based Rental Assistance Programs- the Rental Certificate Program and the Housing Voucher Program. In 1988, these two programs merged into the Housing Choice Voucher Program. The Housing Choice Program enables participants to receive a subsidy while leasing from landlords in the private market. To qualify, an applicant must:

- Meet definition of “family”
- Meet HUD’s income guidelines
- Furnish Social Security numbers, Birth Certificates and Photo I.D.’s
- Furnish evidence of citizenship/ eligible immigrant status
- Pass a Criminal background check

Responsibilities Within the Housing Choice Programs

The Housing Choice Programs are a three-way partnership between the Sandusky Metropolitan Housing Authority (SMHA), the family (you) and the landlord.



Sandusky Metropolitan Housing Authority's Responsibilities

SMHA must do the following in order to ensure the program's success:

- Verify all applicant's income and household composition to determine eligibility
- Explain all the rules and regulations to eligible families.
- Issue a Housing Choice Voucher
- Approve the unit, the owner and the rent
- Ensure Housing assistance payments to the owner timely
- Make certain that both the family and the unit continues to qualify under the program on an annual basis.

HOUSING PROCEDURES

1. Once the participant submits a Request for Tenancy Approval (RFTA) to SMHA, it is time & date stamped.
2. The Case Manager must third-party verify all the financial information and run the calculations to ensure that the program participant is financially able to afford the unit per HUD guidelines. The program participant may not pay more than 40% of the monthly adjusted income at admission or when a program participant moves to a new unit with a gross rent that exceeds the payment standard. **NOTE: WHILE YOUR RENT ON THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM IS INCOME BASED, PLEASE REMEMBER THAT SMHA'S MINIMUM RENT IS \$50. THAT MEANS EVEN IF YOU HAVE ZERO INCOME, YOU WILL BE REPOSNOIBLE FOR A MINIMUM RENT OF \$50 PER MONTH. DEPENDENT UPON YOUR INCOME, GROSS RENT AND PAYMENT STANDARD FOR THE UNIT YOU CHOOSE, YOU MAY BE ENTITLED TO A UTILITY REIMBURSEMENT WHICH MAY OFFSET THE \$50 MINIMUM RENT.**
3. The Case Manager then sends the Request for Tenancy to the Inspection Company. Every unit must be inspected to ensure that it meets HQS (Housing Quality Standards).
4. The Inspector has fifteen (15) days to complete the inspection from the date that they receive the RFTA. However, if there are documented delays due to the Inspector being unable to reach the landlord, that time frame may be extended for cause on a case-by-case basis.
5. If the unit does not pass HQS (Housing Quality Standards), the landlord must make the necessary repairs to the unit. The landlord is responsible for contacting the Inspector once the repairs are made to make another appointment for Inspector to re-inspect the unit.
6. Once the unit passes HQS, the Inspector completes the inspection book and it is passed on to the Case Manager.
7. The Case Manager then contacts the program participant and the landlord to schedule a time to come in to complete the paperwork; negotiate any changes in the rent requested; and sign the final documents including executing the HAP Contract.
8. The program participant should not move in to the unit until such time as all documents are signed by the landlord, program participant, and the Case Manager.
9. The Case Manager must then submit the file to Administration for Quality Assurance (QA). Once the file has been signed by Management personnel, the paperwork is submitted to Accounting for payment. If there are any errors in the processing of the case that are detected during the QA process, the Case Manager will contact the landlord and program participant to make any necessary changes.
10. This entire process may take at least one (1) month or more for the initial payment to be received by the landlord. The payment may be retroactive to no earlier than the date of the "passed" inspection.
11. While the initial process may seem somewhat lengthy, after landlord receives the first HAP (Housing Assistance Payment), each subsequent HAP Payment will be mailed monthly on the second (2nd) working day of each month following our receipt of the financial allocation from HUD. Direct deposit is also available to the landlord.
12. With regard to the sale of properties or transfer of ownership from one landlord to another, a new contract and all the involved paperwork must be completed in each case.
13. In the interest of time, SMHA does not accept walk-ins or drop offs. You must call the Case Manager to make an appointment in order to facilitate proper processing of your case.
14. If the Case Manager has specifically requested the drop off of information to SMHA by the landlord or program participant, the Case Manager will advise the front desk to accept those specific documents.
15. These procedures have been put into place to allow the most efficient use of time and ensure quality services. As always, we appreciate your patience and understanding as ewe complete all necessary paperwork.

CRIMINAL ACTIVITY

The Department of Housing and Urban Development (HUD) permits SMHA to deny or terminate assistance to applicants and participants in the programs if any member of the participants' family engages in a drug-related felonious or criminal activity. A criminal background check will be conducted on all household members, age 18 and older when entering the program, at the time of annual reexamination, and when moving from one unit to another.

It is SMHA's policy to terminate or deny assistance if families engage in:

DRUG-RELATED CRIMINAL ACTIVITY

This refers to the illegal manufacture, sale, distribution or the possession with intent to manufacture, sell or distribute a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C.802).

VIOLENT CRIMINAL ACTIVITY

This means any illegal activity that has, as one of its elements, the use, the attempted use or physical force against the person or property of another.

FELONIOUS CRIMINAL ACTIVITY

This refers to any criminal activity that is classed as a felony under Federal, State, or Local Law.



LIST OF VIOLENT & CRIMINAL OFFENSES

You need not be arrested or convicted of a crime in order to lose your housing assistance. It only needs to be a preponderance of the evidence.

However, if you are charged with a felony offense, we will still proceed with termination of your housing assistance regardless if it has been reduced to a misdemeanor.

In addition, you may be terminated for violations of Family Obligations which include causing a disruption of safe, decent, sanitary, or peaceful enjoyment of the area.

Remember, if anyone in your household is charged with any of these offenses, you may be terminated from the program regardless if the offense took place on SMHA property.

Since you are responsible for the actions of your guests while they are on SMHA property, if they are charged with these offenses while on EMHA property, you may face termination from the program.

HUD has a One Strike Policy on drug offenses which means that if you are involved with drugs, you will face termination from the program.

<u>Charge Code</u>	<u>Description</u>	<u>Charge Code</u>	<u>Description</u>	<u>Charge Code</u>	<u>Description</u>
2903.01	Aggravated Murder	2907.05	Gross Sexual Imposition	2911.12	Complicity To, Attempted & Burglary
2903.02	Murder	2907.07	Importuning	2911.13	Complicity To & Breaking & Entering
2903.03	Voluntary Manslaughter	2907.08	Voyeurism	2911.31	Complicity To & Safecracking
2903.04	Involuntary Manslaughter	2907.21	Compelling Prostitution	2911.32	Tampering With Coin Machines
2903.06	Aggravated Vehicular Homicide	2907.22	Promoting Prostitution	2913.02	Complicity To, Attempted & Theft
2903.07	Vehicular Homicide	2907.24	Loitering With Purpose To Solicit Sex & Soliciting (HIV Positive)	2913.31	Complicity To & Forgery
2903.08	Aggravated Vehicular Homicide	2907.25	Prostitution (HIV Positive)	2913.32	Criminal Simulation
2903.11	Attempted Felonious Assault	2907.31	Disseminating Matter (Harm Juveniles) & Displaying Matter Harmful To Juveniles	2913.40	Medicaid Fraud
2903.12	Aggravated Assault	2907.32	Complicity To Or Pandering Obscenity, Sex Or Materials Involving Juveniles & Using Minors In Nudity Or Materials / Performing & Complicity In Pandering Sexually Oriented Material Involving A Minor	2913.42	Tampering With Records
2903.13	Assault	2907.34	Compelling Acceptance Of Objectionable Materials	2913.43	Secure Writing By Deception
2903.16	Failure To Provide For Functionally Impaired Individual	2909.02	Aggravated Arson	2913.45	Defrauding Creditors
2903.21	Menacing By Stalking	2909.03	Arson	2913.46	Illegal Use of Food Stamps
2903.34	Patient Abuse / Neglect	2909.04	Disrupting Public Service	2913.47	Insurance Fraud
2905.01	Kidnapping	2909.05	Vandalism Or Attempted Vandalism	2913.48	Workers' Compensation Fraud
2905.02	Abduction	2909.06	Criminal Damaging / Endangering	2913.49	Taking Identity of Another
2905.05	Criminal Child Enticement	2909.07	Criminal Mischief	2913.51	Complicity To & Receiving Stolen Property
2905.11	Extortion & Attempted Extortion	2909.08	Endangering Aircraft / Airport Operations	2915.03	Operating Gambling House
2905.22	Criminal Usury	2909.09	Vehicular Vandalism	2917.01	Inciting to Violence
2907.02	Rape, Attempted Rape & Complicity To Rape	2911.01	Complicity To & Aggravated Robbery	2917.02	Aggravated Riot
2907.03	Sexual Battery	2911.02	Complicity To & Robbery	2917.21	Telephone Harassment
2907.04	Corruption Of A Minor & Unlawful Sex With A Minor	2911.11	Complicity To & Aggravated Burglary	2917.31	Inducing Panic
2917.32	Making False Alarms	2921.51	Impersonate Peace Officer	2925.23	Illegal Processing Drug Doc
2919.21	Nonsupport of Dependents	2921.52	Use Sham Legal Process	2925.24	Tampering With Drugs
2919.22	Child Endangering	2923.12	Complicity To & Carrying a Concealed Weapon, Possession / Convey Deadly Weapon, Possess Replica Firearm In School, Illegal Possession Firearm Liq. Est., Possession Deadly Weapons On School Property,	2925.31	Abusing Harmful Intoxicants
2919.23	Interference With Custody	2923.13	Having Weapon Under Disability, Possession Deadly Weapon While Under Intoxication	2925.32	Trafficking in Harmful Intoxicants
2919.25	Complicity To & Domestic Violence	2923.16	Discharge Firearm in Habitation	2925.36	Illegal Dispensing of Drug Samples
2919.27	TPO Violation	2923.17	Unlawful Possession of Dangerous Weapon	2925.37	Complicity To & Offense Involving Counterfeit Drugs
2921.02	Bribery	2923.20	Unlawful Transaction in Weapons	2927.01	Abuse of Corpse
2921.03	Intimidation	2923.21	Improper Furnish Firearm to Minor	2927.12	Ethnic Intimidation
2921.04	Intimidate Crime Victim / Witness	2923.24	Possession of Criminal Tools	2927.13	Sell / Donate Contaminated Blood
2921.05	Retaliation	2923.32	Engage in Pattern of Corrupt Activity	2933.52	Divulge Content of Electronic & Interception W/Wire Comm
2921.11	Perjury	2923.42	Participate in Criminal Gang	2937.43	Bench Warrant (Felony)
2921.12	Tampering With Evidence	2925.02	Corrupting Another With Drugs	2950.04	Sex Oriented Offender / Failure to Register & Failure to Register New Address
2921.13	Falsification	2925.03	Any Drug Activity	3773.07	Dueling
2921.31	Obstructing Official Business	2925.04	Cultivation Of Marijuana	4511.19	DUI (Blood, Breath, Urine, Warrant)
2921.32	Obstructing Justice & Assault Police Dog / Handicap Assist Dog	2925.05	Funding Drug Activity	4549.02	Leaving the Scene of Accident (Warrant)
2921.33	Resisting Arrest & Complicity To & Fleeing & Eluding Police	2925.06	Administer / Distribute Steroids	4549.62	Receive Vehicle W/Defaced VIN
2921.34	Escape	2925.07	Prep For Sale	4729.51	Trafficking In & Possession Of Dangerous Drugs
2921.35	Aiding Escape & Resist to Authority	2925.09	Distribute Drug Not Approved By USFDA	4931.49	Misuse of 911
2921.36	Conveying Weapons / Contraband into Jail	2925.11	Complicity To & Drug Abuse - Possession Of Cocaine, Hashish, LSD, Marijuana, Heroin, Crack Cocaine, & Other		
2921.41	Theft in Office	2925.13	Permitting Drug Abuse		
2921.42	Unlawful Interest in Public Contract	2925.22	Complicity To & Deception to Obtain Dangerous Drugs		

INFORMAL REVIEW PROCEDURES

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

Qualification for preference

- Listing on the HA's waiting list
- Issuance of a Voucher
- Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

- Discretionary administrative determinations by the HA
- General policy issues or class grievances
- A determination of the family unit size under the HA subsidy standards
- Refusal to extend or suspend a Voucher
- A HA determination not to grant approval of the tenancy
- Determination that a unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received **in writing by the close of the business day, no later than** ten (10) days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within **five (5)** days from the date the request was received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

- A staff person who is at the supervisor level or above; or**
- An individual from outside the HA**

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within five (5) days after the review. It shall include the decision of the review office, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

Fair Market Rent and Payment Standards

HUD establishes a “Fair Market Rent” (FMR) for each bedroom to assist agencies in approving rents and determining maximum subsidy in the Housing Choice Programs. There is a published rate for efficiency, one bedroom, two bedroom, three bedroom and four bedroom units. The FMR’s represent gross rental rates for modest housing that includes all utilities. Utility allowance charts for the average cost of utilities based on unit type is included in this packet to help you determine what the cost of utilities will be in the unit you select.

(Current Utility Allowance Charts can be located on the agency's website at:
<http://www.sanduskymha.org/forms.aspx>)

Utility Allowances

Section 242 of the 2014 Appropriations Act limits the utility allowance payment for tenant-based vouchers to the family unit size for which the voucher is issued, irrespective of the size of the unit rented by the family, with an exemption for families with a person with disabilities. Under section 242, the utility allowance for a family shall be the lower of: 1) The utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family. However, upon the request of a family that includes a person with disabilities, the PHA must approve a utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation in accordance with HUD’s regulations in 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

Based on the Fair Market Rents, each housing agency must adopt a “Payment Standard” for each bedroom size. The payment standards can be no less than 90% of the Fair Market Rent established by HUD. In addition, the agency may increase the payment standard up to 110% of FMR for units that are in low-property areas. SMHA defines low poverty areas as areas where the percent of poverty is at or below 30%. An increased payment standard may also be approved for units that meet the accessibility or accommodation needs of a person with a disability.

Please note that the Payment Standard for units larger than four bedrooms is calculated by adding 15% of the FMR for the four bedroom units for each additional bedroom. SMHA has adopted Payment Standards that are equal to the current Fair Market Rent. The flexibility in establishing these payment standards is to ensure that families receiving assistance for the first time in a unit contribute somewhere between 30% and 40% of their adjusted monthly income toward rent and utilities.

FMR AND PAYMENT STANDARD SUMMARY

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DATE	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
for use beginning 10/01/2023	SANDUSKY COUNTY						OTTAWA COUNTY					
Final 2024 FMR	587	703	866	1204	1259	1448	641	719	945	1143	1308	1504
Payment Standard	645	712	884	1257	1323	1521	680	773	1018	1239	1403	1613
% of FMR	109.88%	101.28%	102.08%	104.40%	105.08%	105.05%	106.08%	107.51%	107.72%	108.40%	107.26%	107.23%

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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OMB Approval
No. 25577-0169
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The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **High-Rise/Apartment**

Utility or Service: **Sandusky County, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$19.00	\$22.00	\$26.00	\$30.00	\$34.00	\$37.00
b. Bottle Gas/Propane	\$92.00	\$109.00	\$127.00	\$147.00	\$164.00	\$178.00
c. Electric (AEP)	\$24.00	\$28.00	\$39.00	\$49.00	\$59.00	\$69.00
d. Electric Heat Pump (AEP)	\$21.00	\$25.00	\$30.00	\$34.00	\$37.00	\$41.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (AEP)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances)(AEP)	\$22.00	\$26.00	\$35.00	\$45.00	\$55.00	\$65.00
Air Conditioning (AEP)	\$5.00	\$6.00	\$8.00	\$10.00	\$12.00	\$14.00

Water Heating

a. Natural Gas	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00
b. Bottle Gas/Propane	\$27.00	\$31.00	\$44.00	\$55.00	\$72.00	\$82.00
c. Electric (AEP)	\$15.00	\$18.00	\$22.00	\$27.00	\$32.00	\$37.00
d. Oil						

Water, Sewer, Trash Collection

Water (Fremont)	\$44.00	\$45.00	\$56.00	\$66.00	\$77.00	\$87.00
Sewer (Fremont)	\$31.00	\$32.00	\$42.00	\$52.00	\$62.00	\$72.00
Trash Collection (Republic Services)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.07 (AEP)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



The Nelrod Company 1/2023 Update
for Sandusky MHA use after 02/28/2023.

adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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OMB Approval
No. 25577-0169
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The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service: **Sandusky County, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$24.00	\$28.00	\$33.00	\$37.00	\$41.00	\$46.00
b. Bottle Gas/Propane	\$120.00	\$137.00	\$161.00	\$181.00	\$202.00	\$226.00
c. Electric (AEP)	\$35.00	\$41.00	\$53.00	\$66.00	\$78.00	\$91.00
d. Electric Heat Pump (AEP)	\$26.00	\$30.00	\$36.00	\$41.00	\$45.00	\$50.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (AEP)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances)(AEP)	\$27.00	\$32.00	\$45.00	\$57.00	\$70.00	\$83.00
Air Conditioning (AEP)	\$5.00	\$5.00	\$9.00	\$13.00	\$17.00	\$21.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$51.00	\$72.00	\$86.00	\$106.00
c. Electric (AEP)	\$19.00	\$22.00	\$28.00	\$34.00	\$40.00	\$46.00
d. Oil						

Water, Sewer, Trash Collection

Water (Fremont)	\$44.00	\$45.00	\$56.00	\$66.00	\$77.00	\$87.00
Sewer (Fremont)	\$31.00	\$32.00	\$42.00	\$52.00	\$62.00	\$72.00
Trash Collection (Republic Services)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.07 (AEP)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



The Nelrod Company 1/2023 Update
for Sandusky MHA use after 02/28/2023.

adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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OMB Approval
No. 25577-0169
exp. 7/31/2022

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

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **Detached House/Mobile Home**

Utility or Service: **Sandusky County, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$27.00	\$32.00	\$37.00	\$42.00	\$47.00	\$53.00
b. Bottle Gas/Propane	\$130.00	\$157.00	\$178.00	\$205.00	\$233.00	\$257.00
c. Electric (AEP)	\$57.00	\$67.00	\$78.00	\$89.00	\$101.00	\$112.00
d. Electric Heat Pump (AEP)	\$30.00	\$36.00	\$43.00	\$48.00	\$53.00	\$58.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (AEP)	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances)(AEP)	\$32.00	\$37.00	\$52.00	\$67.00	\$81.00	\$96.00
Air Conditioning (AEP)	\$4.00	\$4.00	\$10.00	\$15.00	\$20.00	\$26.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$51.00	\$72.00	\$86.00	\$106.00
c. Electric (AEP)	\$19.00	\$22.00	\$28.00	\$34.00	\$40.00	\$46.00
d. Oil						

Water, Sewer, Trash Collection

Water (Fremont)	\$44.00	\$45.00	\$56.00	\$66.00	\$77.00	\$87.00
Sewer (Fremont)	\$31.00	\$32.00	\$42.00	\$52.00	\$62.00	\$72.00
Trash Collection (Republic Services)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$13.07 (AEP)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



The Nelrod Company 1/2023 Update
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adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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OMB Approval
No. 25577-0169
exp. 7/31/2022

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

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **High-Rise/Apartment**

Utility or Service: **Port Clinton, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$19.00	\$22.00	\$26.00	\$30.00	\$34.00	\$37.00
b. Bottle Gas/Propane	\$92.00	\$109.00	\$127.00	\$147.00	\$164.00	\$178.00
c. Electric (Ohio Ed)	\$21.00	\$25.00	\$34.00	\$43.00	\$51.00	\$60.00
d. Electric Heat Pump (Ohio Ed)	\$19.00	\$22.00	\$26.00	\$29.00	\$33.00	\$36.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (Ohio Ed)	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00

Other Electric & Cooling

Other Electric (Lights & Appliances)(Ohio Ed)	\$19.00	\$23.00	\$32.00	\$41.00	\$49.00	\$58.00
Air Conditioning (Ohio Ed)	\$4.00	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00

Water Heating

a. Natural Gas	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00
b. Bottle Gas/Propane	\$27.00	\$31.00	\$44.00	\$55.00	\$72.00	\$82.00
c. Electric (Ohio Ed)	\$13.00	\$16.00	\$20.00	\$24.00	\$29.00	\$33.00
d. Oil						

Water, Sewer, Trash Collection

Water (Port Clinton)	\$31.00	\$31.00	\$43.00	\$55.00	\$67.00	\$80.00
Sewer (Port Clinton)	\$63.00	\$65.00	\$91.00	\$117.00	\$144.00	\$170.00
Trash Collection (Republic Services)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$4.696 (Ohio Ed)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



The Nelrod Company 1/2023 Update
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adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

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OMB Approval
No. 25577-0169
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The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service: **Port Clinton, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$24.00	\$28.00	\$33.00	\$37.00	\$41.00	\$46.00
b. Bottle Gas/Propane	\$120.00	\$137.00	\$161.00	\$181.00	\$202.00	\$226.00
c. Electric (Ohio Ed)	\$31.00	\$36.00	\$47.00	\$58.00	\$69.00	\$79.00
d. Electric Heat Pump (Ohio Ed)	\$23.00	\$27.00	\$32.00	\$36.00	\$40.00	\$44.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (Ohio Ed)	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00

Other Electric & Cooling

Other Electric (Lights & Appliances)(Ohio Ed)	\$24.00	\$29.00	\$40.00	\$51.00	\$62.00	\$74.00
Air Conditioning (Ohio Ed)	\$4.00	\$5.00	\$9.00	\$13.00	\$16.00	\$20.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$51.00	\$72.00	\$86.00	\$106.00
c. Electric (Ohio Ed)	\$17.00	\$20.00	\$25.00	\$30.00	\$36.00	\$41.00
d. Oil						

Water, Sewer, Trash Collection

Water (Port Clinton)	\$31.00	\$31.00	\$43.00	\$55.00	\$67.00	\$80.00
Sewer (Port Clinton)	\$63.00	\$65.00	\$91.00	\$117.00	\$144.00	\$170.00
Trash Collection (Republic Services)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$4.696 (Ohio Ed)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



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Utility Allowance Schedule

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OMB Approval
No. 25577-0169
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The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **Detached House/Mobile Home**

Utility or Service: **Port Clinton, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$27.00	\$32.00	\$37.00	\$42.00	\$47.00	\$53.00
b. Bottle Gas/Propane	\$130.00	\$157.00	\$178.00	\$205.00	\$233.00	\$257.00
c. Electric (Ohio Ed)	\$50.00	\$58.00	\$68.00	\$78.00	\$88.00	\$98.00
d. Electric Heat Pump (Ohio Ed)	\$27.00	\$31.00	\$37.00	\$42.00	\$47.00	\$51.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (Ohio Ed)	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Ohio Ed)	\$28.00	\$33.00	\$46.00	\$60.00	\$73.00	\$86.00
Air Conditioning (Ohio Ed)	\$3.00	\$4.00	\$9.00	\$14.00	\$19.00	\$24.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$51.00	\$72.00	\$86.00	\$106.00
c. Electric (Ohio Ed)	\$17.00	\$20.00	\$25.00	\$30.00	\$36.00	\$41.00
d. Oil						

Water, Sewer, Trash Collection

Water (Port Clinton)	\$31.00	\$31.00	\$43.00	\$55.00	\$67.00	\$80.00
Sewer (Port Clinton)	\$63.00	\$65.00	\$91.00	\$117.00	\$144.00	\$170.00
Trash Collection (Republic Services)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$4.696 (Ohio Ed)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



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

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **High-Rise/Apartment**

Utility or Service: **Marblehead, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$19.00	\$22.00	\$26.00	\$30.00	\$34.00	\$37.00
b. Bottle Gas/Propane	\$92.00	\$109.00	\$127.00	\$147.00	\$164.00	\$178.00
c. Electric (Toledo)	\$18.00	\$21.00	\$29.00	\$36.00	\$44.00	\$51.00
d. Electric Heat Pump (Toledo)	\$16.00	\$19.00	\$22.00	\$25.00	\$28.00	\$30.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (Toledo)	\$4.00	\$5.00	\$8.00	\$10.00	\$12.00	\$14.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Toledo)	\$17.00	\$20.00	\$27.00	\$35.00	\$43.00	\$50.00
Air Conditioning (Toledo)	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00

Water Heating

a. Natural Gas	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00
b. Bottle Gas/Propane	\$27.00	\$31.00	\$44.00	\$55.00	\$72.00	\$82.00
c. Electric (Toledo)	\$12.00	\$13.00	\$17.00	\$21.00	\$25.00	\$28.00
d. Oil						

Water, Sewer, Trash Collection

Water (Marblehead)	\$31.00	\$33.00	\$52.00	\$71.00	\$90.00	\$109.00
Sewer (Ottawa County)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Trash Collection (Republic Services)	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$4.29 (Toledo)	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



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

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service: **Marblehead, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$24.00	\$28.00	\$33.00	\$37.00	\$41.00	\$46.00
b. Bottle Gas/Propane	\$120.00	\$137.00	\$161.00	\$181.00	\$202.00	\$226.00
c. Electric (Toledo)	\$26.00	\$31.00	\$40.00	\$49.00	\$58.00	\$68.00
d. Electric Heat Pump (Toledo)	\$19.00	\$23.00	\$27.00	\$30.00	\$34.00	\$37.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (Toledo)	\$4.00	\$5.00	\$8.00	\$10.00	\$12.00	\$14.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Toledo)	\$21.00	\$25.00	\$34.00	\$44.00	\$54.00	\$63.00
Air Conditioning (Toledo)	\$4.00	\$4.00	\$8.00	\$11.00	\$14.00	\$17.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$51.00	\$72.00	\$86.00	\$106.00
c. Electric (Toledo)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (Marblehead)	\$31.00	\$33.00	\$52.00	\$71.00	\$90.00	\$109.00
Sewer (Ottawa County)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Trash Collection (Republic Services)	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$4.29 (Toledo)	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



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

Date (mm/dd/yyyy):

Locality:

Sandusky Metropolitan Housing Authority, OH

Unit Type: **Detached House/Mobile Home**

Utility or Service: **Marblehead, OH**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$27.00	\$32.00	\$37.00	\$42.00	\$47.00	\$53.00
b. Bottle Gas/Propane	\$130.00	\$157.00	\$178.00	\$205.00	\$233.00	\$257.00
c. Electric (Toledo)	\$42.00	\$50.00	\$58.00	\$67.00	\$75.00	\$84.00
d. Electric Heat Pump (Toledo)	\$23.00	\$27.00	\$32.00	\$36.00	\$40.00	\$44.00
e. Oil						

Cooking

a. Natural Gas	\$2.00	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00
b. Bottle Gas/Propane	\$10.00	\$10.00	\$17.00	\$24.00	\$31.00	\$34.00
c. Electric (Toledo)	\$4.00	\$5.00	\$8.00	\$10.00	\$12.00	\$14.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Toledo)	\$24.00	\$29.00	\$40.00	\$51.00	\$62.00	\$74.00
Air Conditioning (Toledo)	\$3.00	\$4.00	\$8.00	\$12.00	\$16.00	\$21.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$34.00	\$38.00	\$51.00	\$72.00	\$86.00	\$106.00
c. Electric (Toledo)	\$14.00	\$17.00	\$22.00	\$26.00	\$31.00	\$36.00
d. Oil						

Water, Sewer, Trash Collection

Water (Marblehead)	\$31.00	\$33.00	\$52.00	\$71.00	\$90.00	\$109.00
Sewer (Ottawa County)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Trash Collection (Republic Services)	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$4.29 (Toledo)	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Natural Gas Charge \$38.95	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



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(7/2019)

Occupancy Standards

Occupancy standards are used to ensure that assisted families do not live in overcrowded units. The following chart shows the maximum number of persons that would be permitted to live in a particular size unit.

The family may choose to use a living room, den or recreation room as a sleeping room if they desire. HUD Housing Quality Standards (HQS) allows two persons per sleeping room.

VOUCHER SIZE	MAXIMUM # PERSONS IN HOUSEHOLD
0 BEDROOM	1
1 BEDROOM	2
2 BEDROOMS	4
3 BEDROOMS	6
4 BEDROOMS	8
5 BEDROOMS	10
6 BEDROOMS	12

VOUCHERS

Vouchers are initially issued for a period of 120 days. Families must submit a Request for Tenancy Approval during this period. If your family is considered hard-to-house (meaning three (3) or more children or a member of your family has a disability), you may be given a maximum of 180 days to secure housing. If your family has not secured housing in the allotted time, your Voucher will expire and you will have to reapply.

VOUCHER SUSPENSION

The Sandusky Metropolitan Housing Authority reserves the right to suspend a Voucher at any given time if the family during the term of the Voucher engages in violent criminal activity or drug related activity. This also includes any other violation of the Section 8 program. Sandusky Metropolitan Housing Authority embraces the “One Strike You’re Out” rule.

VOUCHER NUMBER:

- The voucher number that has been assigned to your family

UNIT SIZE:

- The size of the unit that your family is eligible for, it indicates the number of bedroom size that you should seek.

ISSUANCE DATE:

- The day you receive the voucher.

EXPIRATION DATE:

- The date that your voucher expires. The voucher expires 120 days from the day you receive it.

NAME OF FAMILY REPRESENTATIVE:

- The name of the head of household who is receiving the voucher.

SIGNATURE OF REPRESENTATIVE:

- Signature of the head of house hold who is receiving the voucher.

DATE SIGNED:

- The date that the head of household received the voucher. The date should be the same as the issuance date.

NAME OF HOUSING AGENCY:

- The name of the agency that is issuing the voucher.

OFFICIAL TITLE, SIGNATURE, and DATE:

- Must be completed in order for the voucher to be validated.

Voucher

Housing Choice Voucher Program

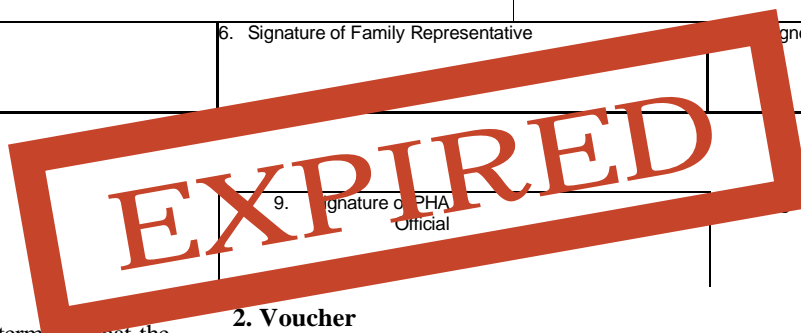
U.S. Department of Housing and Urban Development Office of Public and Indian Housing

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

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

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

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative _____ Signed (mm/dd/yyyy)	
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official _____ Signed (mm/dd/yyyy)	



1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

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

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

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

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

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

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

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

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"Rt g'xkqu'gf kkpqu'qduqrgv" "Rci g'4'qh'5"

4. Obligations of the Family

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

- B. The family must:

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

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

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

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

"
"
"

"form HUD-52646 (07/2019)"

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

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

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

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

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

11. Utilities and Appliances

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

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

12. Owner's Certifications

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

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

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

- c. Check one of the following:

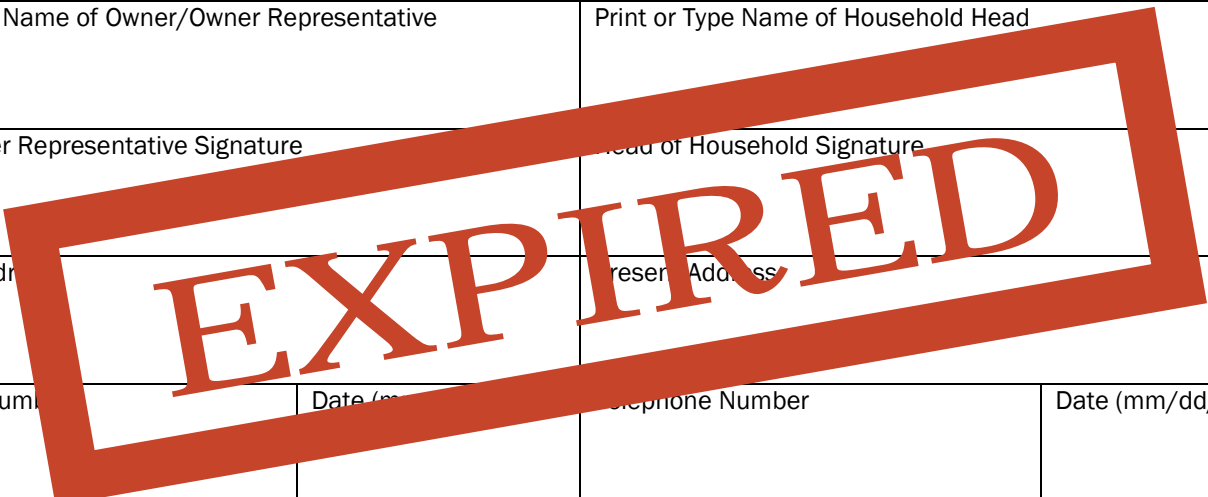
- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint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

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

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

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

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



TIPS ON FINDING A PLACE TO LIVE

Schools

If you have school-aged children, be aware of the various school districts in the community. Find out the distance from the housing unit, the average achievement test scores, and the extra curriculum activities offered. All of this information can be obtained from the school system.

Recreational Areas

Check to see if the neighborhood you choose to live in will accommodate the needs of you and your children. Look for a neighborhood with the following:

- Parks
- Playgrounds
- After school programs
- Boys and Girls Scouts
- Youth Club

Safety

Try to avoid high crime area. Consider the neighborhood and its surroundings when searching for housing. If you are unsure of the neighborhood, get a copy of crime report for the area.

Transportation

If you do not have a car, find out what public transportation is available in the area of the housing unit. You want to make sure that you will be able to get to work, shopping areas, school, etc.

Where To Look For Housing

There are many different places to look for rental properties. Here are some suggestions to get you started.

- Get an EMHA available housing list
- Ask friends, relatives, and neighbors
- Check the newspaper, bulletin boards at grocery stores, work, laundromats and colleges
- Check with real estate agencies; however, there may be a fee attached for their help
- Go to a neighborhood you would like to live in and look for rental signs

MAPS OF SANDUSKY COUNTY AND OTTAWA COUNTY

You have been given an opportunity to improve your housing conditions. If you are a smart shopper, you will find a better house, a nicer neighbor or both – and it may not cost you any more than you pay now. Maybe less!

You are lucky. Many other low income households in Sandusky and Ottawa County would like to have this chance, but there aren't enough vouchers for everyone in need. But it's up to you. The clock is ticking. You've been given 120 days, but why wait? Start looking today! Don't limit your search, you can be housed in Sandusky County or Ottawa County.

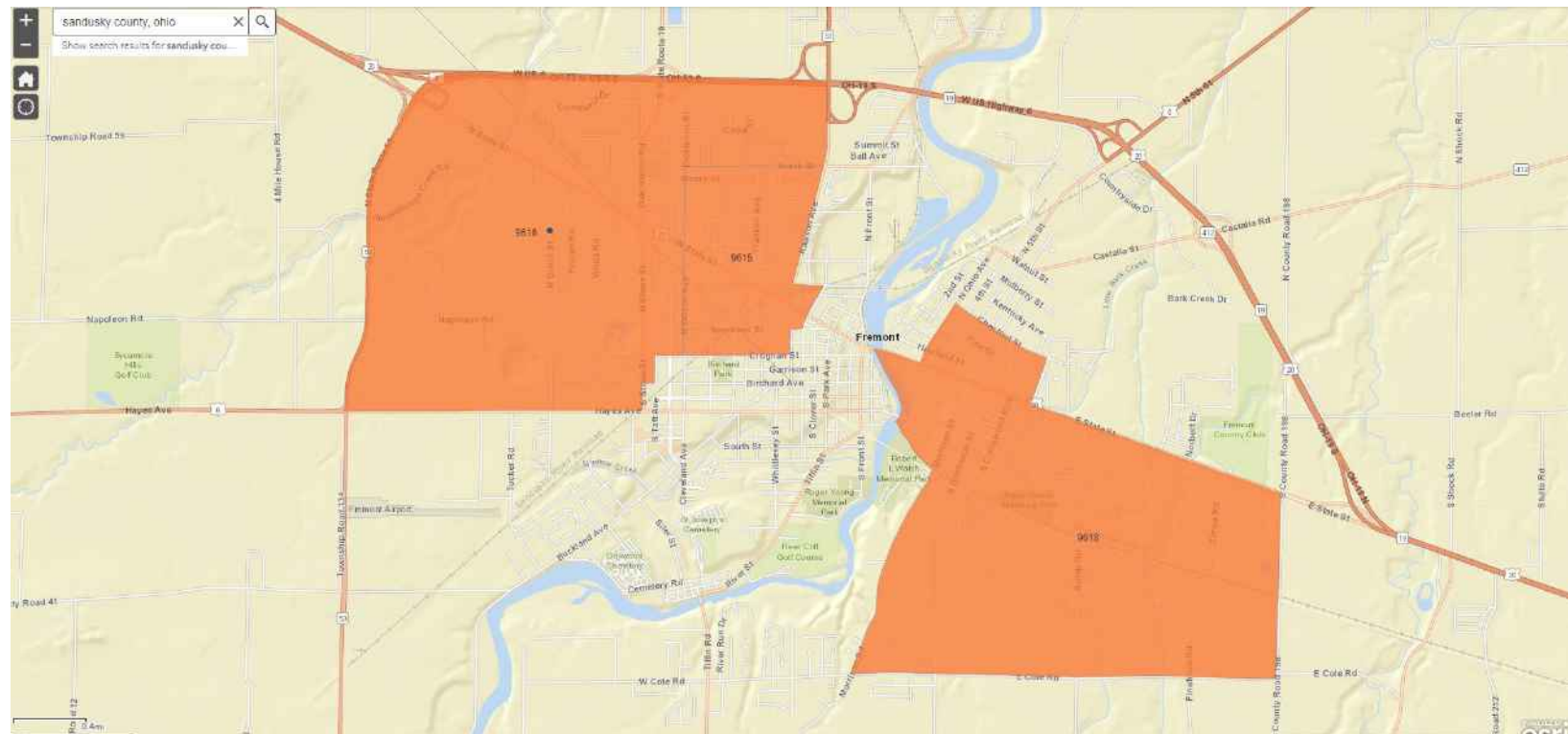
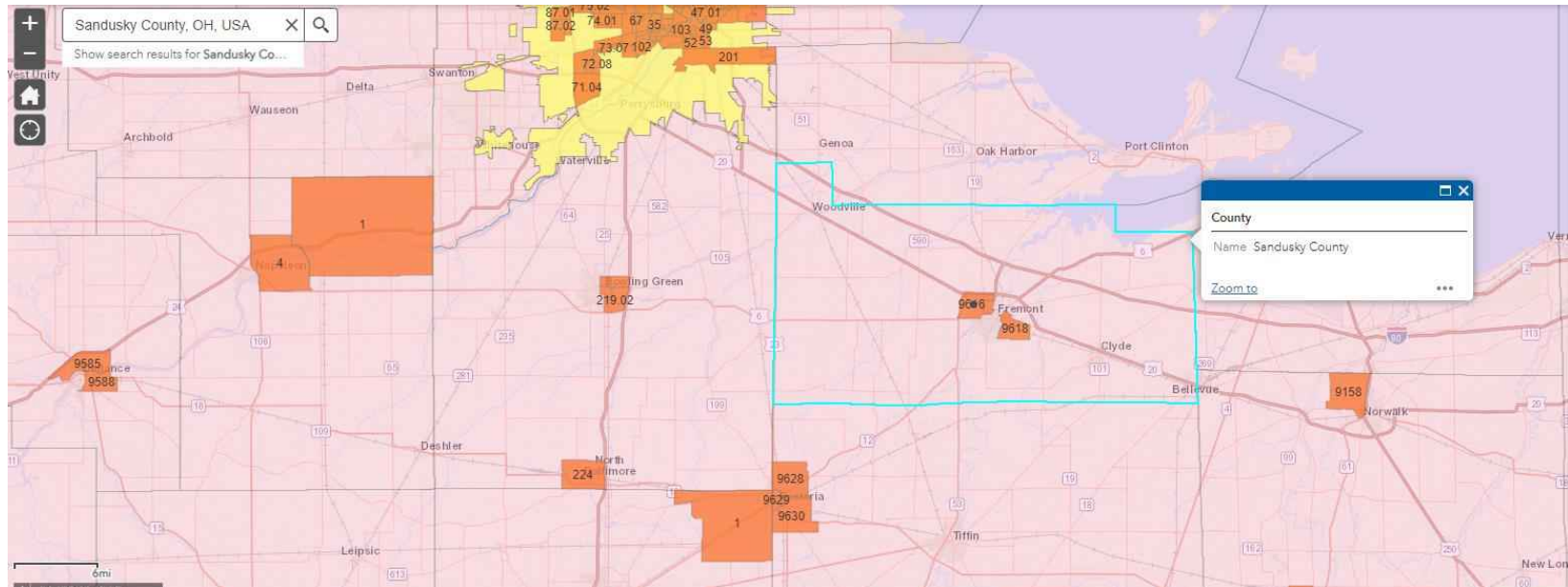
If you now live in a high-poverty area, you may want to consider moving to a low-poverty area now that you have rental assistance available to you. There are many possible advantages to your family such as:

- Improved employment opportunities
- Improved educational opportunities
- Better housing
- Lower crime rates
- Parks/playgrounds
- Better public services
- Convenient shopping
- Other amenities

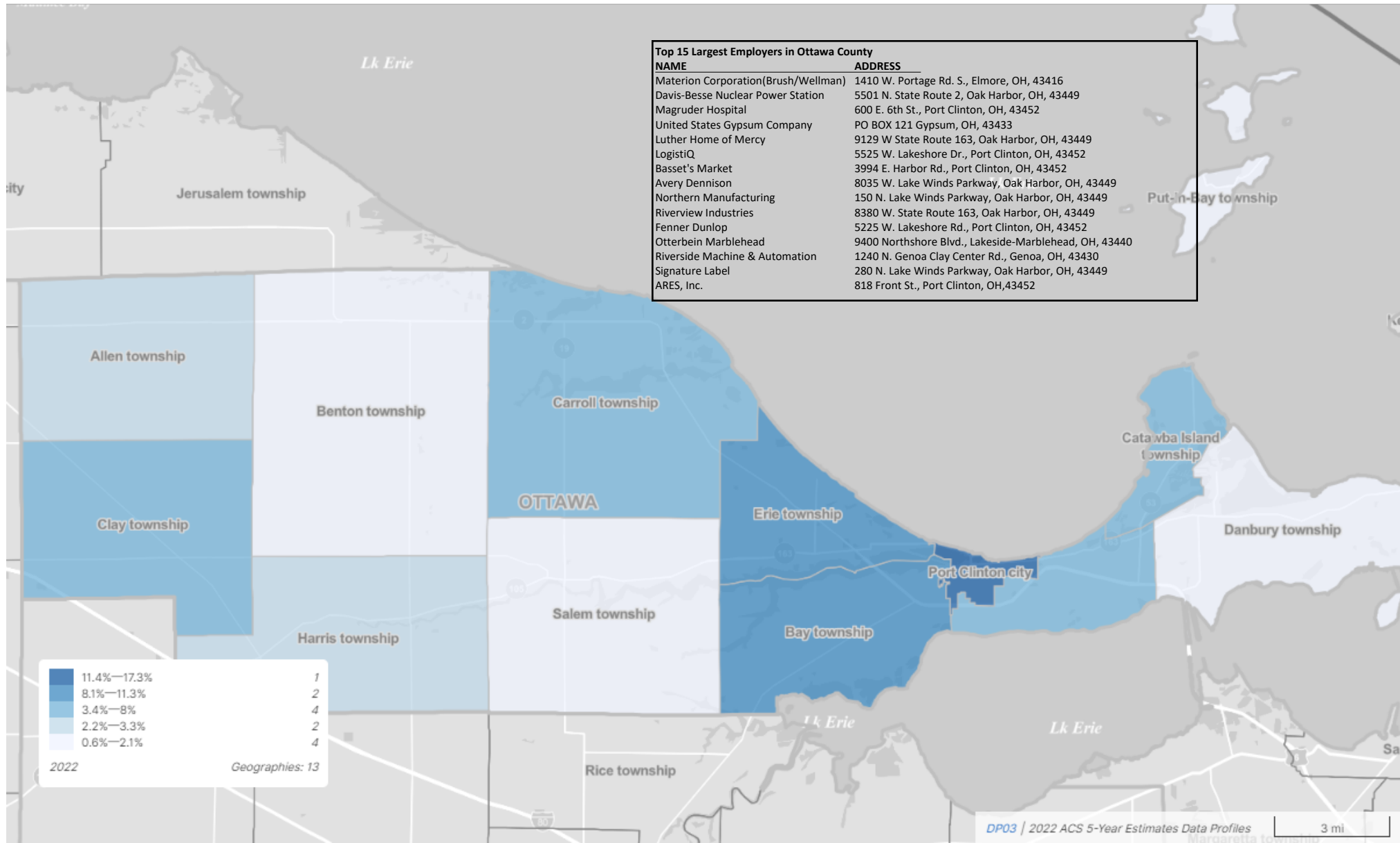
What's even better is that SMHA is providing you with maps of Sandusky County and Ottawa County to show you where you can look for housing!

AREAS OF PERSISTENT POVERTY

30



All families - PERCENTAGE OF FAMILIES AND PEOPLE WHOSE INCOME IN THE PAST 12 MONTHS IS BELOW THE POVERTY LEVEL



TRANSPORTATION:

OCTA Public Transit; 275 N. Toussaint South Rd.; Oak Harbor OH 43449; (888) 898-7433

SCHOOLS:

Benton Carroll SaLeM; 11685 W. State Route 163, Oak Harbor, OH 43449; (419) 898-6210
 Danbury; 9451 E. Harbor Road; Lakeside-Marblehead, OH 43440; (419) 798-2260
 Genoa; 2810 N. Genoa-Clay Center Rd.; Genoa, OH 43430; (419) 855-7741
 Port Clinton City; 811 S. Jefferson St.; Port Clinton, OH 43452; (419) 732-2102
 Put-In-Bay; 548 Catawba Ave.; Put-in-Bay, OH 43456; (419) 285-3614

Other Services in Ottawa County

Ottawa County Health Department; 1856 E. Perry St.; Port Clinton, OH 43452; (419) 734-6800
 Bayshore Counseling Services; 201 Madison St.; 1st Floor; Port Clinton, OH 43452; (419) 734-5535
 Ottawa County Board of Developmental Disabilities; 235 N. Toussaint South Rd.; Oak Harbor, OH 43449; (419) 898-0400
 Ottawa County Job & Family Services; 8043 W. St. Rte. 163, Ste. 200; Oak Harbor, OH 43449; (419) 898-3688

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

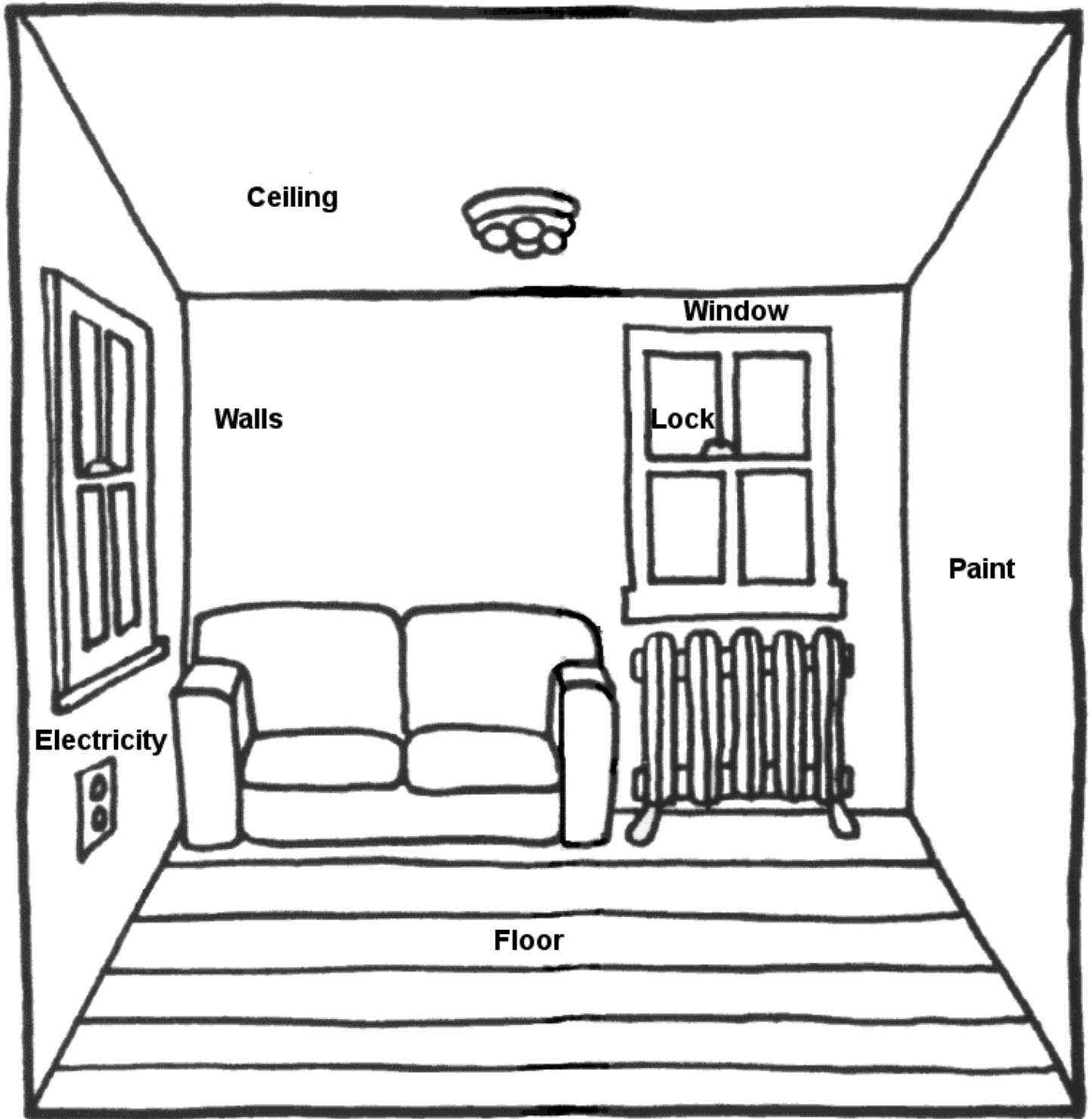
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

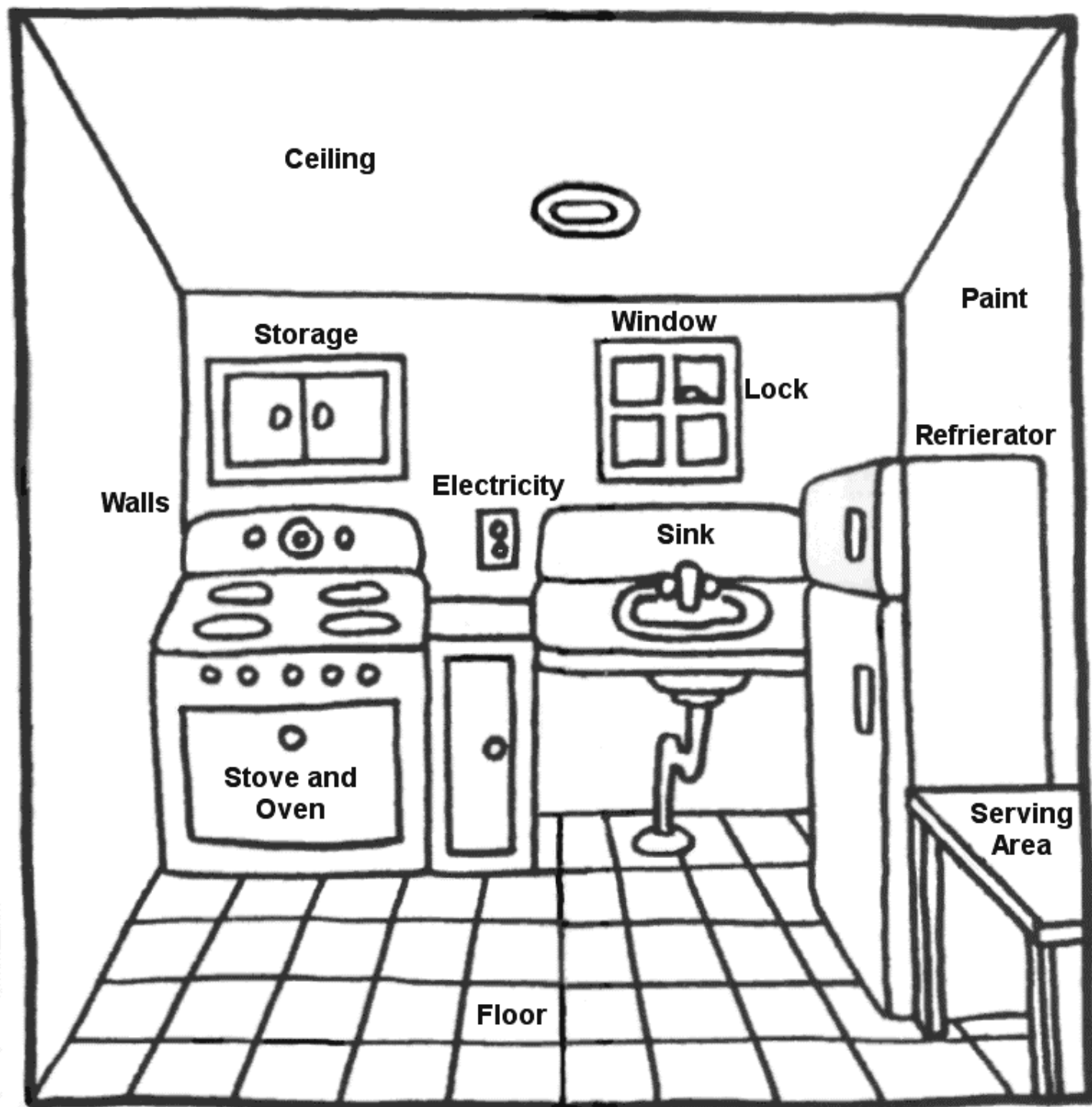
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

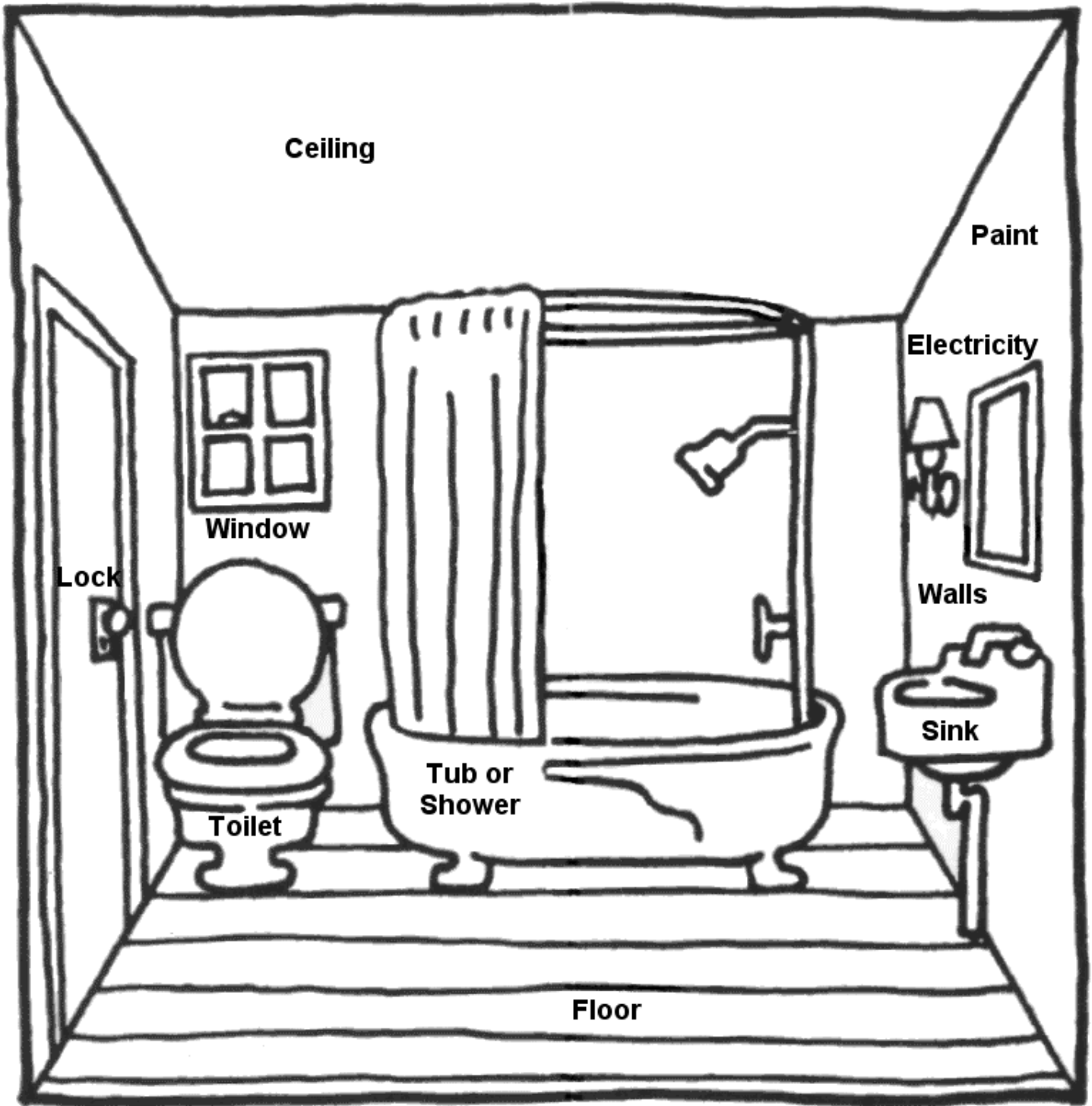
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

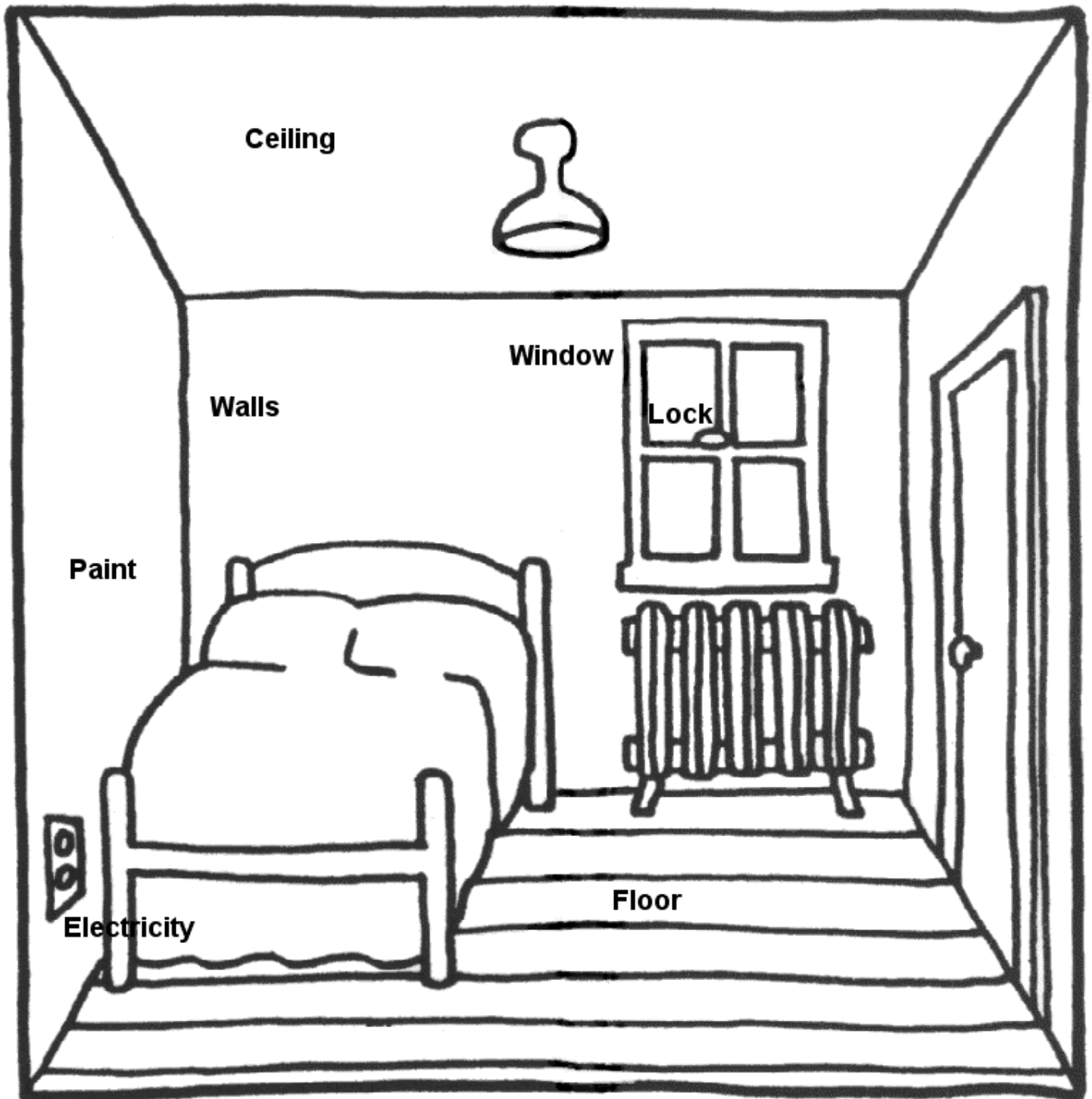
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

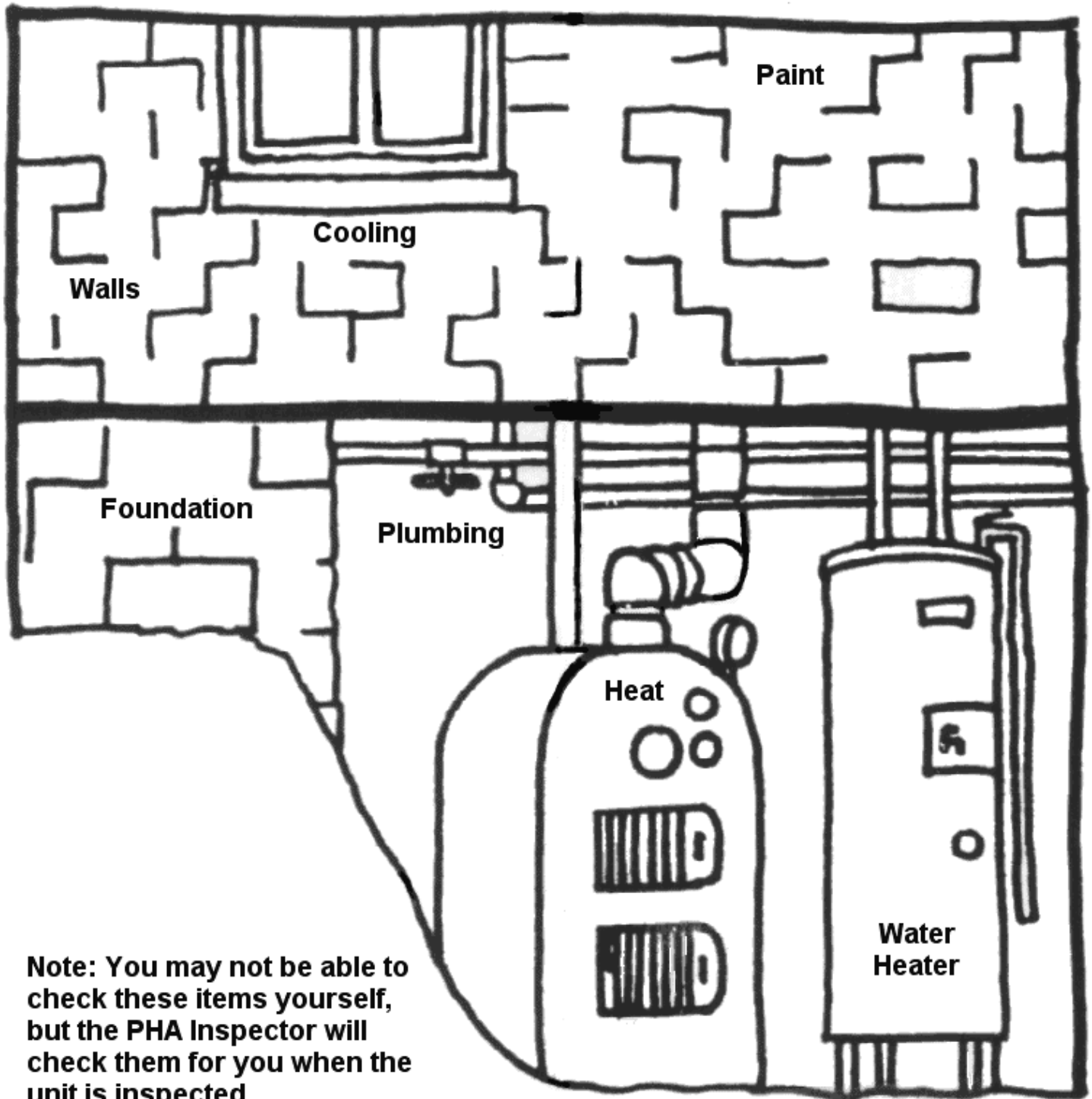
Heat

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

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

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

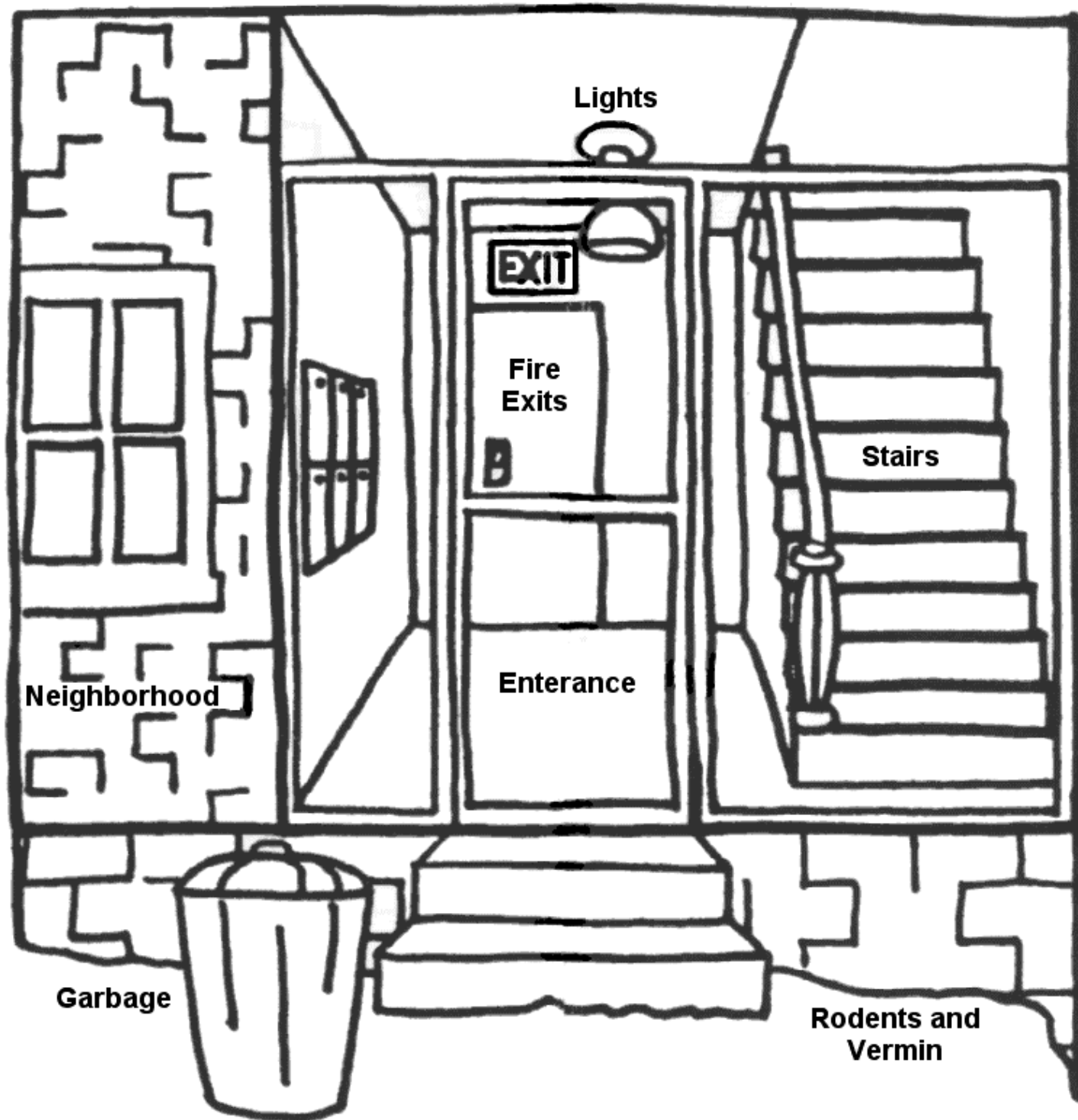
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

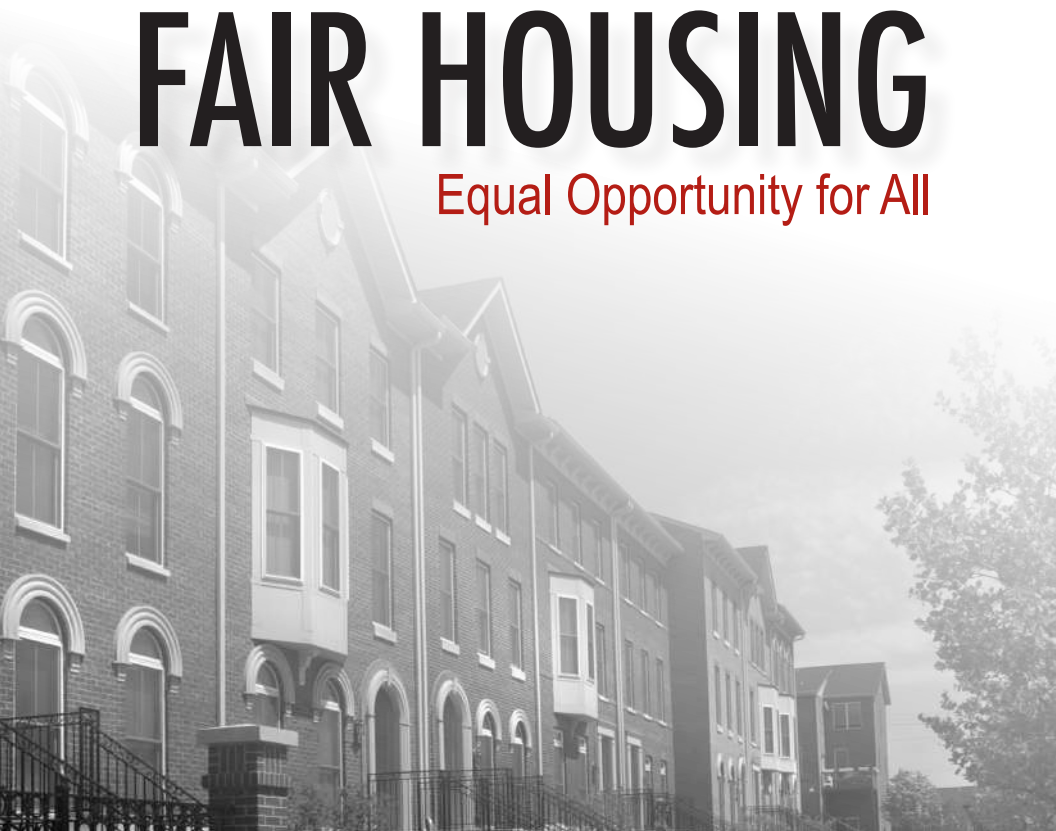
Responsibilities of the owner:

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



FAIR HOUSING

Equal Opportunity for All



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



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



FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

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

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

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

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

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THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

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

WHAT HOUSING IS COVERED?

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

WHAT IS PROHIBITED?

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

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

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

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

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

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

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

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

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

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

FAIR HOUSING Equal Opportunity for All

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

FAIR HOUSING Equal Opportunity for All

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

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

If You Are Disabled: HUD also provides:

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

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

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

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

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

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

Complaint Referrals to State or Local Public Fair Housing Agencies:

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

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

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

FAIR HOUSING Equal Opportunity for All

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

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

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

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

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

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

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

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

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

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

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

IN ADDITION

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

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

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

Other Tools to Combat Housing Discrimination:

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

For Further Information

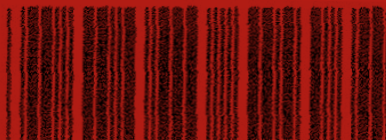
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on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



CONNECT WITH HUD



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



02305



SANDUSKY METROPOLITAN HOUSING AUTHORITY

GENERAL INSPECTION CHECKLIST

- All ceilings, walls and floors must be strong, sturdy and in their permanent positions.
- A working smoke detector with a live battery must be installed on every level of the unit, including in the basement and outside of the sleeping rooms. If any member of the family has hearing problems, install one for the hearing impaired. A working carbon monoxide detector is also required where appropriate.
- The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. This prevents exposure to possible lead-based paint hazards.
- Where there are four (4) or more consecutive steps, handrails must be securely attached. This applies to both the interior and exterior of the unit.
- The entire unit, interior and exterior, must be free from electrical hazards. There may be no loose, hanging or exposed wires. All three-prong outlets must be wired correctly. A three-prong circuit tester will be used at the time of the inspection to assure safety.
- Every room used for living must have either two (2) working outlets or one (1) working outlet and a permanently installed light fixture. At a minimum, each bathroom must have a permanently installed light fixture.
- All light switches and outlets must have secured plate covers installed.
- All windows and doors must be secured when closed and must be weather tight.
- All windows and doors that are accessible from the outside must have working, sturdy locks.
- All windows that open must have a mechanism to secure them in place when opened.
- Every bedroom must have at least one (1) window that opens.

GENERAL INSPECTION CHECKLIST (continued)

- **If the unit has a third (3rd) floor sleeping room(s), and the family is eligible to use this room for sleeping, the owner must provide a safe method of escape in the case of fire (i.e. chain ladder).**
- **If there is a bathroom with a toilet that is not hooked up to water and sewer lines, it must be repaired. If it is removed, the drain must be sealed to prevent sewer gases and/or rodents from escaping into the unit.**
- **The bathroom must have a window that opens or an exhaust fan for ventilation.**
- **The hot water tank pressure relief valve must have a discharge line extending down to six (6) inches from the floor.**
- **The flue pipe leading from the furnace and hot water tank must be sealed where they enter the chimney. Also check to ensure that the flue pipes connecting to the furnace and hot water tank are installed correctly.**
- **Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat.**
- **If the downspouts or gutters are damaged and/or missing, causing interior damage to the unit, they must be replaced or repaired.**
- **The unit must be free from an accumulation of garbage or debris, both inside and outside.**
- **The owner must provide “refusal disposal”. These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags approved by the Health and Sanitation Department.**
- **This general list does not detail all Housing Quality Standards and/or NSPIRE-V requirements.**

Inspection Form

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
72
(exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract	Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Project Number

A. General Information

Street Address of Inspected Unit

City County State Zip

Name of Family Current Telephone of Family

Current Street Address of Family

City County State Zip

Number of Children in Family Under 6

Name of Owner or Agent Authorized to Lease Unit Inspected

Telephone of Owner or Agent

Address of Owner or Agent

Housing Type (check as appropriate)

- ☐ Single Family Detached
- ☐ Duplex or Two Family Row
- ☐ House or Town House
- ☐ Low Rise: 3,4 Stories, Including Garden Apartment
- ☐ High Rise; 5 or More Stories
- ☐ Manufactured Home
- ☐ Congregate
- ☐ Cooperative
- ☐ Independent Group Residence
- ☐ Single Room Occupancy
- ☐ Shared Housing
- ☐ Other:(Specify)

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

1. Living Room

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1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

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Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

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For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

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For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

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For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
3.10 Flush Toilet in Enclosed Room in Unit	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11 Fixed Wash Basin or Lavatory in Unit	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
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- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

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Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0	Building Exterior					
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

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For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

“Adequate covered facilities” includes: trash cans with covers, garbage chutes, “dumpsters” (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). “Approvable by local public agency” means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check “Inconclusive.” Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

“Loose, broken, or missing steps” should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

“Other hazards” would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check “Not Applicable.”

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would “seriously and continuously endanger the health or safety of the residents” are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

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For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐



Technical Bulletin #18-001
February 2018 / 2017 OFC

Carbon Monoxide Detectors in New and Existing Buildings

Referenced Codes and Standards: OAC § 1301:7-7-9(O); OFC §915
OAC § 1301:7-7-11(A)(1); OFC § 1101.1
OAC § 1301:7-7-11(C)(9); OFC § 1103.9
OAC § 4101:1-4-06(5)-(6); OBC § 406.5 and 406.6
NFPA 720 (2015)
UL 217 (2015)
UL 268 (2016)
UL 2034 (2008)
UL 2075 (2013)

The 2017 Ohio Fire Code (OFC) became effective on December 15, 2017. New language added at section 915, titled “Carbon Monoxide Detection,” affects carbon monoxide (CO) detection in **new buildings**. New language has also been added at section 1103.9 that affects carbon monoxide detection in **existing buildings**. This bulletin is intended to provide general guidance regarding these new requirements and to educate those affected by the new provisions as to when (and where) CO detection will be required.

I. NEW AND EXISTING BUILDINGS

New OFC provisions state that CO detection is now required in Group I-1, I-2, I-4, and R occupancies and in classrooms in Group E occupancies if certain conditions exist. (OFC 915.1.1.) The relevant conditions are discussed in Section II, below.

Although new OFC provisions are generally not applied to buildings that are already in existence when the code becomes effective (absent a distinct hazard), in some instances new provisions are applied retroactively. Such is the case here. The requirements for CO detection in the occupancy categories listed above **do** apply to both new and existing occupancies. Therefore, any of the relevant occupancies containing one of the four conditions discussed below that is in a **new building** must be built with the required CO detection. Likewise, any of the relevant occupancies containing one of the four conditions discussed below that is in an **existing building** must be equipped with the required CO detection. (OFC 1101.1.1, Exception 2; OFC 1103.9.)

If a new or existing building is required to have CO detection, detection must be provided by either a CO alarm or a CO detection system. (See **Section III**.) For **new buildings**, of course, the CO detection must be installed during the construction process and the CO detection must receive power from the building’s wiring if power is commercially available. If power is not commercially available in a new building, battery powered CO detection will be acceptable.

Existing buildings that are required to provide CO detection must provide the detection on or before January 1, 2019. (OFC 1103.9.) CO detection in existing buildings can be solely battery

operated regardless of whether or not commercial power is available for the building. This allowance for battery operation does not apply to new buildings unless commercial power is not available. This language was added for existing buildings to avoid any costly upgrade or retrofit of an already existing system.

II. CONDITIONS REQUIRING CO DETECTION

In determining whether CO detection is required, an interested party must first determine whether they have one of the relevant occupancies (I-1, I-2, I-4, R or Classroom in E). If yes, the next question becomes whether any sleeping unit, dwelling unit, or classroom has any of the following relevant conditions which now require CO detection.

1. First, CO detection is now required in any dwelling unit, sleeping unit, or classroom that contains a fuel burning appliance or a fuel-burning fireplace. (See OFC § 915.1.2.)
2. Second, CO detection is now required in any dwelling unit, sleeping unit or classroom that is served by a fuel-burning, forced-air furnace. (See OFC § 915.1.3.) However, an exception exists for any dwelling unit, sleeping unit, or classroom that is served by a fuel-burning, forced-air furnace where the first room or area served by each main duct leaving the furnace has CO detection AND the CO alarm signals are automatically transmitted to an approved location. Where the first room or area served has CO detection and the alarm automatically transmits, CO detection is NOT required in the dwelling unit, sleeping unit or classroom also served by that same fuel-burning, forced-air furnace. If, however, the first room or area served does not have CO detection or the alarm does not automatically transmit, CO detection IS required in any dwelling unit, sleeping unit or classroom also served by that same fuel-burning, forced-air furnace.
3. The third condition where CO detection is now required states that CO detection must be provided in any dwelling unit, sleeping unit or classroom that is located in a building that contains a fuel-burning appliance or fuel-burning fireplace. (See OFC § 915.1.4.) There are two exceptions to this general rule. The first exception states that if a building contains a fuel-burning appliance or fireplace, but there are no communicating openings between the appliance or fireplace and the dwelling unit, sleeping unit, or classroom, then the dwelling unit, sleeping unit, or classroom does not have to have CO detection. The second exception states that CO detection is not required in dwelling units, sleeping units, or classrooms that are in a building that contains a fuel-burning appliance or fuel-burning fireplace IF CO detection is provided in one of two locations: a) an approved location between the appliance or fireplace and the affected unit or room, or b) on the ceiling of the room containing the appliance or fireplace.
4. Finally, the fourth condition where CO detection is now required, states that CO detection must be provided in any dwelling unit, sleeping unit, or classroom that is located in a building with an attached private garage.¹ (See OFC § 915.1.5.) This requirement, however, also has exceptions. A dwelling unit, sleeping unit, or classroom that is located in a building with an attached private garage is not required to have CO detection if any of the following apply: a) there are no communicating openings between the private garage

¹ **Please note:** for the purposes of this rule “attached private garage” does NOT mean an open parking garage complying with section 406.5 of the Ohio Building Code or an enclosed parking garage complying with section 406.6 of the Ohio Building Code.

and the dwelling unit, sleeping unit or classroom; b) the dwelling unit, sleeping unit, or classroom is located more than one story above or below the private garage; c) the private garage connects to the building through an open-ended corridor; or d) CO detection is provided in an approved location between openings to the private garage and the dwelling unit, sleeping unit or classroom.

If any of the affected occupancies have any of the 4 conditions listed above, and none of the exceptions apply, CO detection is now required in the affected dwelling units, sleeping units and classrooms. Please see **Section IV. Locations**, for a discussion regarding where the detectors have to be placed.

III. TYPES OF DETECTION REQUIRED

If carbon monoxide detection is required, it must be provided by either a CO alarm or a CO detection system. (See OFC § 915.3.) The new code provisions set forth specific parameters that each must meet.

If CO alarms are utilized (see OFC § 915.4), the alarms must be listed in accordance with UL 2034 (2008) and must receive their primary power from the building wiring if the wiring is served from a commercial source. In the event of an interruption of primary power, the alarms must receive backup power from a battery. Wiring for the alarms must be permanent and cannot have a disconnecting switch other than what might be required for overcurrent protection.

If a building does not have commercial power (or if the building was an existing building before December 15, 2017), a battery powered CO alarm is acceptable.

Combination CO/smoke alarms are also an acceptable alternative to alarms that are solely CO alarms. Combination alarms must be listed in accordance with UL 2034 (2008) and UL 217 (2015). If the combination alarm is not so listed, it is not acceptable.

If CO detection systems are utilized (see OFC § 915.5), the systems must comply with NFPA 720 (2015) and must be listed in accordance with UL 2075 (2013). However, in the event of a conflict, CO detectors shall be installed in locations specified in this rule (as discussed below), rather than as set forth in NFPA 720 (2015).

Combination CO/smoke detectors are acceptable for installation in CO detection systems IF they are listed in accordance with UL 2075 (2013) and UL 268 (2016). If a combination alarm is not so listed, it is not acceptable.

IV. LOCATIONS WHERE CO DETECTION MUST BE INSTALLED

If CO detection is required, the new OFC provisions require the detection to be installed in specified locations, as follows:

Dwelling Units (See OFC § 915.2.1.)

If a dwelling unit is required to have CO detection, the detection has to be installed in the dwelling unit outside of each separate sleeping area in the immediate vicinity of the bedrooms.

If a fuel-burning appliance is located within a bedroom or its attached bathroom, the detection must be installed within the bedroom.

Sleeping Units (See OFC § 915.2.2.)

If a sleeping unit is required to have CO detection the detection must be installed in the sleeping unit.

The only exception to this provision is where the sleeping unit or its attached bathroom does not contain a fuel-burning appliance and is not served by a forced air furnace. If the sleeping unit or its attached bathroom does not contain a fuel-burning appliance and are not served by a forced air furnace the CO detection can be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit. If the sleeping unit or an attached bathroom does contain a fuel-burning appliance or is served by a forced air furnace, the CO detection will have to be located in the sleeping unit.

Classrooms in Group E (See OFC § 915.2.3.)

If a classroom is required to have CO detection, the detection must be installed in the classroom. Unless the occupant load is 30 or less, alarm signals must be automatically transmitted to an on-site location that is staffed by school personnel. If the occupant load is 30 or less, the signal does not have to automatically transmitted. If the occupant load is over 30, automatic transmission is required.

V. MAINTENANCE

CO alarms and CO detection systems must be maintained in accordance with NFPA 720 (2015). If an alarm or a detector becomes inoperable or begins producing end-of-life signals, it must be replaced. (See OFC § 915.6.)

This Technical Bulletin is intended only as an informational tool. Affected individuals and code enforcement officials should consult their legal advisor to determine specific requirements, their applicability, and courses of action that should be taken to ensure compliance with all applicable requirements and standards.

DETERMINING IF CO DETECTION IS REQUIRED

Question 1: Am I in a relevant occupancy (I-1, I-2, I-4, R occupancy or in a Classroom in an E occupancy)?

NO: CO detection requirements are not applicable

YES: Go to Question 2

Question 2: Is one of the following relevant conditions present?

- A dwelling unit, sleeping unit or classroom contains a fuel-burning appliance/fireplace
- A dwelling unit, sleeping unit or classroom is served by a fuel-burning forced air furnace
- A dwelling unit, sleeping unit or classroom is in a building that contains a fuel-burning appliance/fireplace
- A dwelling unit, sleeping unit or classroom is in a building that contains an attached private garage

NO: CO detection requirements are not applicable

YES: Go to Question 3

Question 3: Is there an applicable exception?

- For a unit or room that contains a fuel-burning appliance/fireplace:
 - There are no exceptions; CO is required
- For a unit or room that is served by a fuel-burning forced air furnace:
 - Does the first area served by each main duct have CO detection and is the detection automatically transmitted to an approved location?

NO: CO is required

YES: CO is not required

- For a unit or room that is in a building that contains a fuel-burning appliance/fireplace:
 - Are there any communicating openings between the unit or room and the appliance or fireplace?
- NO: CO is not required
- YES: CO is required
- Is there CO detection in an approved location between the room or unit and the appliance or fireplace, OR is there CO detection on the ceiling of the room where the appliance or fireplace is located?

NO: CO is required

YES: CO is not required

- For a unit or room that is in a building that contains an attached private garage:
 - Are there any communicating opening between the appliance/fireplace and the unit or room?

NO: CO not is required

YES: CO is required
 - Is the unit or room more than one-story above or below the garage?

NO: CO is required

YES: CO is not required
 - Is the garage connected to the building through an open-ended corridor?

NO: CO is required

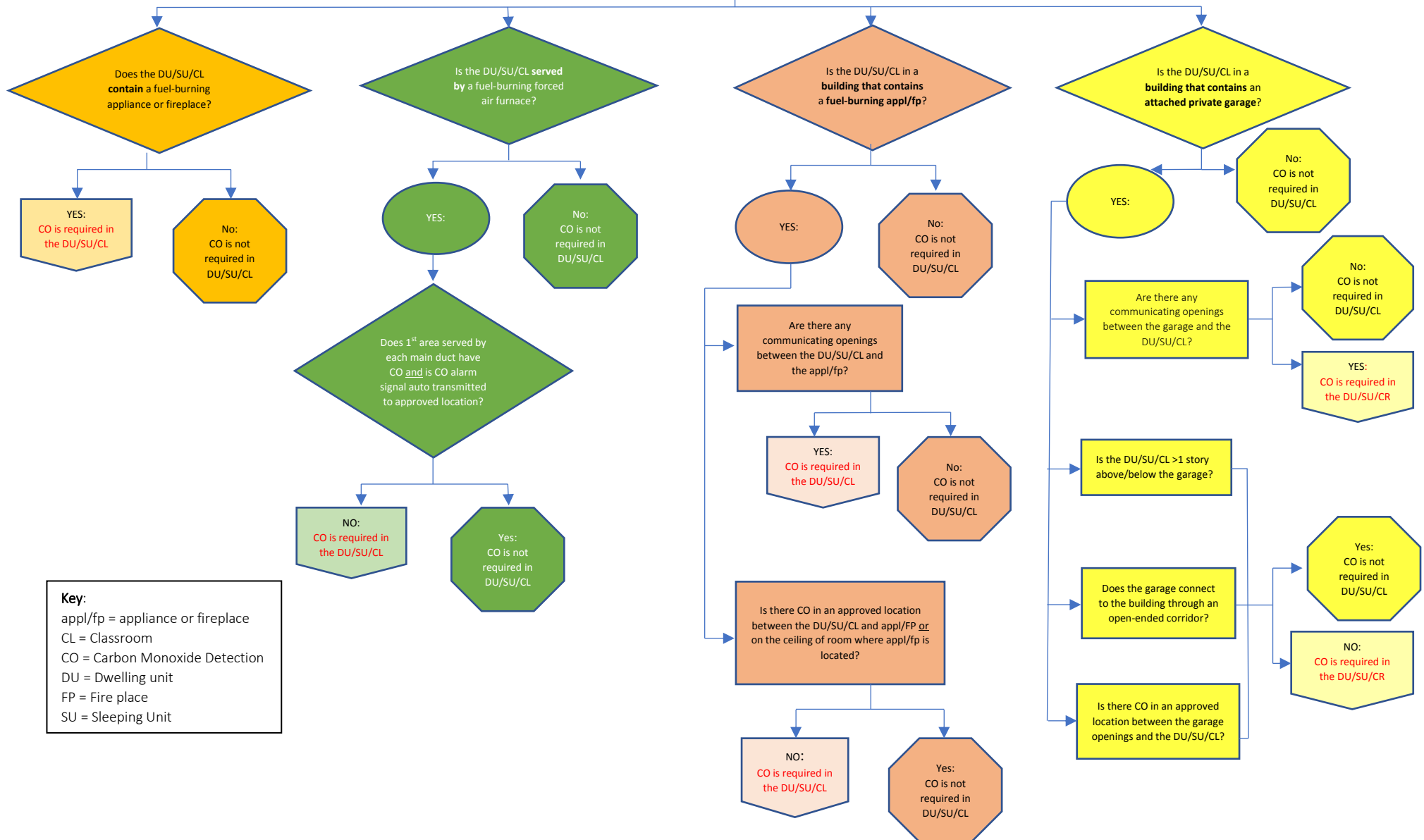
YES: CO is not required
 - Is there CO detection in an approved location between garage openings and the unit or room?

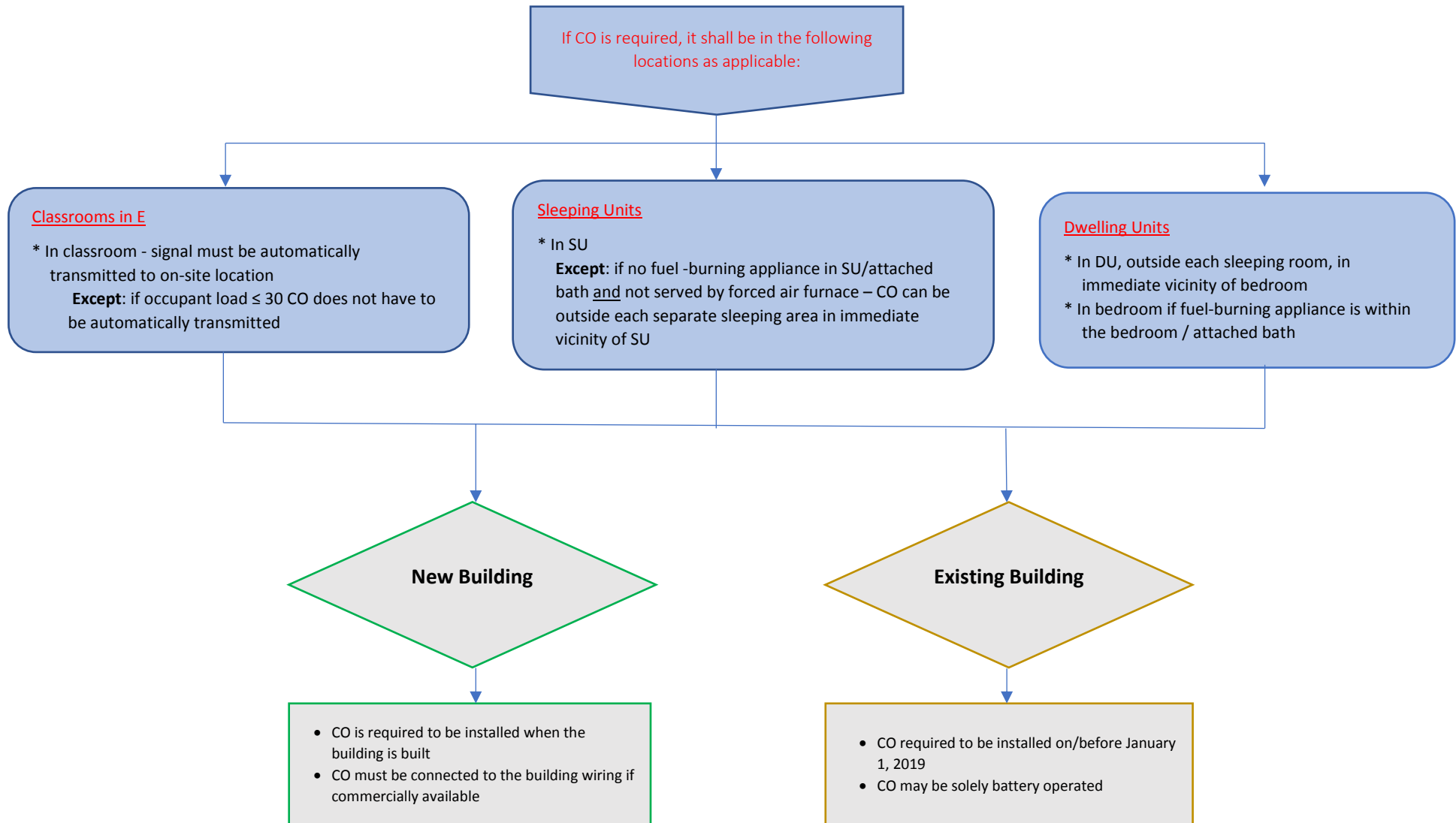
NO: CO is required

YES: CO is not required

REQUIRED CARBON MONOXIDE DETECTION UNDER 2017 OFC §§ 320, 1103.9

Is inspector in a relevant occupancy (I-1, I-2, I-4, R occupancy or in a classroom in an E occupancy)? **If yes**, CO will be required if any one or more of the following four relevant conditions is present and none of the exceptions apply





NOTE: This flow chart only outlines CO requirements pursuant to OFC sections 320 and 1103.9; CO may be required under other OFC provisions / when other conditions are present. In addition, even if CO is not required under these provisions, CO can be installed.

NOTE: Compliance with the above CO requirements does not ensure building safety; all applicable OFC/OBC rules must be complied with.

1301:7-7-09 Fire protection systems.

(O) Section 915 Carbon monoxide detection

(1) **915.1 General.** Carbon monoxide detection shall be installed in new buildings in accordance with *paragraphs (O)(1)(a)(915.1.1) to (O)(6)(915.6) of this rule*. Carbon monoxide detection shall be installed in existing buildings in accordance with *paragraph (C)(9)(1103.9) of rule 1301:7-7-11 of the Administrative Code*.

(a) **915.1.1 Where required.** Carbon monoxide detection shall be provided in Group I-1, I-2, I-4 and R occupancies and in classrooms in Group E occupancies in the locations specified in *paragraph (O)(2)(915.2) of this rule* where any of the conditions in *paragraphs (O)(1)(b)(915.1.2) to (O)(1)(f)(915.1.6) of this rule* exist.

(b) **915.1.2 Fuel-burning appliances and fuel-burning fireplaces.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

(c) **915.1.3 Forced-air furnaces.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms served by a fuel-burning, forced-air furnace.

Exception: Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

(d) **915.1.4 Fuel-burning appliances outside of dwelling units, sleeping units and classrooms.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms located in buildings that contain fuel burning appliance or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms where there are no

communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit or classroom.

2. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms where carbon monoxide detection is provided in one of the following locations:

2.1. In an approved location between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit or classroom.

2.2. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

(e) **915.1.5 Private garages.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit or classroom.

2. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms located more than one story above or below a private garage.

3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.

4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units or classrooms.

(f) **915.1.6 Exempt garages.** For determining compliance with *paragraph (O)(1)(e)(915.1.5) of this rule*, an open parking garage complying with

Section 406.5 of the *building code as listed in rule 1301:7-7-80 of the Administrative Code* or an enclosed parking garage complying with Section 406.6 of the *building code as listed in rule 1301:7-7-80 of the Administrative Code* shall not be considered a private garage.

(2) **915.2 Locations.** Where required by *paragraph (O)(1)(a)(915.1.1) of this rule*, carbon monoxide detection shall be installed in the locations specified in *paragraphs (O)(2)(a)(915.2.1) to (O)(2)(c)(915.2.3) of this rule*.

(a) **915.2.1 Dwelling units.** Carbon monoxide detection shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

(b) **915.2.2 Sleeping units.** Carbon monoxide detection shall be installed in sleeping units.

Exception: Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit where the sleeping unit or its attached bathroom does not contain a fuel burning appliance and is not served by a forced air furnace.

(c) **915.2.3 Group E occupancies.** Carbon monoxide detection shall be installed in classrooms in Group E occupancies. Carbon monoxide alarm signals shall be automatically transmitted to an on -site location that is staffed by school personnel.

Exception: Carbon monoxide alarm signals shall not be required to be automatically transmitted to an on -site location that is staffed by school personnel in Group E occupancies with an occupant load of 30 or less.

(3) **915.3 Detection equipment.** Carbon monoxide detection required by *paragraphs (O)(1)(915.1) to (O)(2)(c)(915.2.3) of this rule* shall be provided by carbon monoxide alarms complying with *paragraph (O)(4)(915.4) of this rule* or carbon monoxide

detection systems complying with *paragraph (O)(5)(915.5) of this rule*.

(4) **915.4 Carbon monoxide alarms.** Carbon monoxide alarms shall comply with *paragraphs (O)(4)(a)(915.4.1) to (O)(4)(c)(915.4.3) of this rule*.

(a) **915.4.1 Power source.** Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.

Exception: Where installed in buildings without commercial power, battery-powered carbon monoxide alarms shall be an acceptable alternative.

(b) **915.4.2 Listings.** Carbon monoxide alarms shall be listed in accordance with UL 2034 *as listed in rule 1301:7-7-80 of the Administrative Code*.

(c) **915.4.3 Combination alarms.** Combination carbon monoxide/smoke alarms shall be an acceptable alternative to carbon monoxide alarms. Combination carbon monoxide/smoke alarms shall be listed in accordance with UL 2034 and UL 217 *as listed in rule 1301:7-7-80 of the Administrative Code*.

(5) **915.5 Carbon monoxide detection systems.** Carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide alarms and shall comply with *paragraphs (O)(5)(a)(915.5.1) to (O)(5)(c)(915.5.3) of this rule*.

(a) **915.5.1 General.** Carbon monoxide detection systems shall comply with NFPA 720 *as listed in rule 1301:7-7-80 of the Administrative Code*. Carbon monoxide detectors shall be listed in accordance with UL 2075 *as listed in rule 1301:7-7-80 of the Administrative Code*.

(b) **915.5.2 Locations.** Carbon monoxide detectors shall be installed in the locations specified in *paragraph (O)(2)(915.2) of this rule*. These locations supersede the locations specified

in NFPA 720 as listed in rule 1301:7-7-80 of the Administrative Code.

(c) **915.5.3 Combination detectors.** Combination carbon monoxide/smoke detectors installed in carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide detectors, provided they are listed in accordance with UL 2075 and UL 268 as listed in rule 1301:7-7-80 of the Administrative Code.

(6) **915.6 Maintenance.** Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720 as listed in rule 1301:7-7-80 of the Administrative Code. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

1301:7-7-11 Construction requirements for existing buildings.

(A) Section 1101 General

(1) **1101.1 Scope.** The provisions of this rule shall apply to existing buildings constructed prior to the adoption of this code in accordance with paragraph (B)(1)(c)(102.1) of rule 1301:7-7-01 of the Administrative Code. The provisions of this rule shall not apply to existing buildings unless the conditions at the building constitute a distinct hazard to life or property in the opinion of the fire code official in accordance with paragraph (B)(1)(c)(102.1) of rule 1301:7-7-01 of the Administrative Code.

Exceptions:

1. The provisions of paragraph (D)(1104) of this rule shall apply to all existing buildings.

2. The provisions of paragraph (C)(9)(1103.9) of this rule shall apply to all existing occupancies identified in paragraph (C)(9)(1103.9) of this rule.

(C) Section 1103 Fire safety requirements for existing buildings.

(9) **1103.9 Carbon monoxide alarms.** On or before January 1, 2019, existing Group I-1, I-2, I-4, R and E occupancies shall be equipped with carbon monoxide alarms in accordance with paragraph (O)(915) of rule 1301:7-7-09 of the Administrative Code, except that the carbon monoxide alarms shall be allowed to be solely battery operated.



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

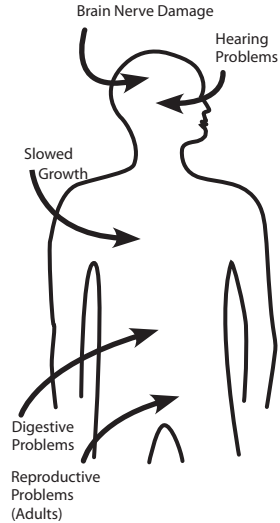
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**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

OMB Approval No. 2577-0169¹²²
exp. 7/31/2022

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**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

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

3. Contract Term

4. Household

The following persons may reside in the unit: _____
The following persons may be added to the household without prior written approval of the owner and the PHA: _____

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

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

Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

4. Term of HAP Contract

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

assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of PHA payment to owner**
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility**
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

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

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP

contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

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

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

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

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

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

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

15. Reserved

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

17. Entire Agreement: Interpretation

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

**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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.

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

- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy\

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

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

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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. 2577-0169¹³⁵
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

c. Family damage.

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

d. Housing services.

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

8. Termination of Tenancy by Owner

a. Requirements.

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

b. Grounds.

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

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

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

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

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
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13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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



Report Housing Discrimination

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

QUESTION 1

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

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

- ☐ Because of race
- ☐ Because of color
- ☐ Because of religion
- ☐ Because of national origin (including limited English proficiency)
- ☐ Because of disability
- ☐ Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- ☐ Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- ☐ Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- ☐ Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- ☐ Other reason (explain below)

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



QUESTION 2

Who discriminated against you?

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

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

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

QUESTION 3

Where did the discrimination happen?

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

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



QUESTION 4

When did the discrimination happen?

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

Date(s) of discrimination:

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

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

NOTE: Continued on next page



What happened? (continued):

NOTE: If you need more space, attach additional pages



CONTACT INFORMATION

How can we contact you?

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

Your name and contact information

First name:		Last name:	
Phone number:			<input type="checkbox"/> Cell phone?
Email address(es):			
Preferred contact: <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> Other			
Best time to call: <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon		Preferred language(s):	
Street address:		Apt. or unit:	
City:	State:	ZIP:	

Your mailing address

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

Second Point of Contact

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

Relationship to you (optional)

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



FORM INSTRUCTIONS

Where to mail, email, or fax your claim form

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

FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

Mail:

FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 321
Boston, MA 02222

Email: ComplaintsOffice01@hud.gov

Fax: Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

Mail:

FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532 New York, NY 10278

Email: ComplaintsOffice02@hud.gov

Fax: Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

Mail:

FHEO Region 3 The Wanamaker Building
100 Penn Square East, 12th Floor Philadelphia, PA 19107

Email: ComplaintsOffice03@hud.gov

Fax: Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)

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

Mail:

FHEO Region 4 Five Points Plaza 40 Marietta NW St.,
16th Floor Atlanta, GA 30303

Email: ComplaintsOffice04@hud.gov

Fax: Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

Mail:

FHEO Region 5 Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604

Email: ComplaintsOffice05@hud.gov

Fax: Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

Mail:

FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102

Email: ComplaintsOffice06@hud.gov

Fax: Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

Mail:

FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101

Email: ComplaintsOffice07@hud.gov

Fax: Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

Mail:

FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway Denver, CO 80202

Email: ComplaintsOffice08@hud.gov

Fax: Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)

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

Mail:

FHEO Region 9 One Sansome St. Suite
1200 San Francisco, CA 94104

Email: ComplaintsOffice09@hud.gov

Fax: Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)

AK, ID, OR, WA

Mail:

FHEO Region 10 Seattle Federal Office Building
900 First Avenue, Room 205 Seattle, WA 98104

Email: ComplaintsOffice10@hud.gov

Fax: Call (206) 220-5170 for assistance



Paperwork Reduction Act Burden Statement

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

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

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



ENERGY SAVING TIPS

- Open doors as little as possible.
- Be sure gaskets fit tightly.
- Defrost promptly.

DON'T BLOCK RADIATORS, VENTS, ETC.

- Move furniture and drapes away, so heated or cooled air can do its job.

DISHWASHERS

- If you use a dishwasher, pre-rinse dishes in cold water.
- Open door after final rinse cycle, let dishes air dry.
- Make sure dishwasher is full before using.

WASHER AND DRYER

- Wash full loads only.
- Keep lint traps clean.
- Air-dry clothes outside in good weather, if landlord permits.

UNUSED ROOMS

- Close off unused rooms if they are not used regularly.
- They cost money and energy to heat or cool.

REPAIR LEAKING FAUCETS

- Even a small drip can add up to a big drain on your water bill.

DON'T LET DRAFTS IN

- Make sure windows are closed tightly when the heat or cooling is on.
- In cold weather, you may want to put plastic over your windows to help keep the heat in and your bill down.

BEING A GOOD NEIGHBOR

Living in a neighborhood means you are expected to be a responsible member of the community. Communities are made up of diverse individuals including senior citizens, families with young children, the disabled, those that go to work or school and etc. Living harmoniously with such a variety of people can be challenging as well as enjoyable.

Unfortunately, some Housing Choice Program families in the past have chosen not to take advantage of that opportunity and were inconsiderate of those living around them. It only takes one loud party or one irresponsible act to create negative feelings toward all Housing Choice Program families.

Years of bad feelings can be cleared with the cooperative efforts of all Housing Choice Program families by practicing a few simple good neighbor behaviors.

INTRODUCE YOURSELF TO YOUR NEIGHBORS: Exchange phone numbers and encourage them to contact you if they have a question or complaint.

BE COURTEOUS AND CONSIDERATE: If you are having a party, keep noise to a minimum. Everyone has the right to peaceful and quiet enjoyment of their dwelling whether they are renting or buying. Keep your guests from blocking driveways when parking their cars. Inform your neighbors in advance.

BE DISCREET: Do not impose your private conduct and/or life style on people who may not share your morals or values.

KEEP YOUR PROPERTY UP: Keep your lawn, porch, etc., free from garbage and debris. If applicable, keep your grass cut.

BE UNDERSTANDING: Realize that your life style and your neighbor's life style may be different. Try to realize and respect that difference.

JOIN NEIGHBORHOOD ORGANIZATIONS: Join the PTA, Neighborhood Watch, Church Social Groups, etc.



HOUSEKEEPING STANDARDS

In an effort to improve the environment and conditions for the units in which families live, a Housekeeping Standard has been developed. It is the SMHA's desire that all families meet or exceed the standards, and by that action, improves the quality of Housing Choice Programs units. SMHA will inspect each family unit at least annually, to determine compliance with the standards. SMHA will notify families in writing if he/she fails to comply with the standards SMHA will advise families of specific correction(s), required compliance, and upon request, SMHA will provide the resident with specific advice as to compliance alternatives. If the resident fails the second inspection, this will constitute a violation of the program rules and regulations and may result in termination from the program.

INSIDE THE UNIT:

Walls: Throughout the unit, walls should be clean, free of dirt, grease, holes, cobwebs, writing, marks, fingerprints, and evidence of infestation.

Floors: Throughout the unit, floors should be clean, clear, dry and free of hazards. All carpeted floors should be vacuumed once a week. All tiled floors should be mopped once a week.

Ceilings: Throughout the unit, ceilings should be clean and free of cobwebs.

Windows: Throughout the unit, windows should be clean and not nailed shut. Shades or blinds should be clean, free of dust and dirt and intact. Windowpanes should be cleaned regularly.

Woodwork: Throughout the unit, woodwork should be clean, free of dust or scratches.

Refrigerator: The refrigerator should be kept clean, odor-free and free of excess food and other items, which could restrict airflow or make the door difficult to close and seal. The freezer door should close properly and the freezer should be defrosted regularly and should have no more than one inch of ice. Refrigerator shelving, vegetable/fruit bins and door compartments should be cleaned every two weeks

HOUSEKEEPING STANDARDS (continued)

Cabinets: The cabinets should be clean and neat. Cabinet surfaces and countertops should be free of scratches, cracks, grease and spilled food. Cabinets should not be overloaded. Cabinets should be cleaned monthly. Storage items under the sink should be limited to small or lightweight items to permit access for repairs.

Exhaust Fan: The exhaust fan should be free of grease and dust.

Sink: The sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner. Do not pour grease in the sink.

Food Storage Area: The food storage area should be clean and neat without spilled food.

BATHROOM:

Toilet and Tank: The toilet and tank should be clean and odor free.

Stairwells: Stairwells should be clean and uncluttered.

Laundry Area: The laundry area should be clean and neat. Remove lint from the dryers after use.

Utility Room: The utility room should be free of debris, motor vehicle parts and flammable materials.

Lawn Maintenance: If required by landlord, lawn maintenance should be done to neighborhood and landlord rules and regulations, this includes but not limited to cutting the grass, trimming shrubbery and raking the leaves.

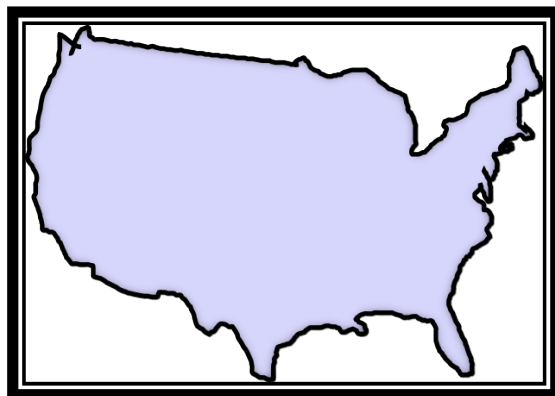
PORTABILITY

One of the greatest features of the Housing Choice Program is that your assistance is “portable” or “moves” with you. Portability is the name of the process in which a family can move from one Housing Authority to another and continue to receive assistance. You have the right to move your tenant-based assistance anywhere in the United States where there is a Housing Authority with tenant-based assistance.

As with any move, you must give the Sandusky Metropolitan Housing Authority and your landlord a handwritten 30 day notice, SMHA will identify if there is a Housing Authority with Housing Choice Programs in the area you wish to move. SMHA will also forward your information to that Authority once you advise SMHA to “port” your information to that specific Housing Authority.

Quick Facts You Should Know About Portability

- Every Housing Authority has its own rules, regulations and deadlines. Contact the Authority to which you wish to port to get this information.
- Fair Market Rent limits or payment standards may be different and may affect the amount of rent you pay.
- Subsidy standards may be different.
- A different voucher will be issued to you. The new Housing Authority may change the size of your voucher.
- When porting, your income will be re-verified
- Occupancy standards may be different



PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
OH007	Akron Metropolitan Housing Authority Phone: (330)762-9631 Fax: (330)376-6821 Email: dbarry@akronhousing.org	100 W CEDAR STREET AKRON OH , 44307	Combined
OH029	Ashtabula Metropolitan Housing Authority Phone: (440)992-3156 Fax: (440)992-7947 Email: SAdams@ashtabulamha.com	3526 LAKE Avenue ASHTABULA OH , 44004	Combined
OH041	Athens Metropolitan Housing Authority Phone: (740)592-4481 x116 Fax: Email: zackd@athensmha.org	10 HOPE Drive ATHENS OH , 45701	Combined
OH038	Clermont Metropolitan Housing Authority Phone: (513)732-6010 Fax: (513)732-6520 Email: amorlatt@clermontmha.org	65 S. Market Street Batavia OH , 45103	Combined
OH072	Logan County Metropolitan Housing Authority	116 N EVERETT Street	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (937)599-1845 Fax: (937)592-7064 Email: info@lcmha.com	BELLEFONTAINE OH , 43311	
OH047	Gallia Metropolitan Housing Authority Phone: (740)446-0251 Fax: (740)446-6728 Email: lyoung@galliamha.org	381 BUCK RIDGE Road BIDWELL OH , 45614	Combined
OH067	Harrison Metropolitan Housing Authority Phone: (740)942-8372 x4 Fax: (740)942-8337 Email: dyeater@harrisonmha.com	82450 CADIZ JEWETT Road CADIZ OH , 43907	Combined
OH058	Monroe Metropolitan Housing Authority Phone: (740)439-6651 x1015 Fax: (740)439-2953 Email: tdemattio@cambridgehousing.org	P. O. Box 1388 Cambridge OH , 43725	Section 8
OH033	Cambridge Metropolitan Housing Authority Phone: (740)439-6651 x1015 Fax: (740)439-2953	1100 MAPLE Court CAMBRIDGE OH , 43725	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Email: tdemattio@cambridgehousing.org		
OH069	Noble Metropolitan Housing Authority Phone: (740)439-6651 x1015 Fax: (740)439-2953 Email: tdemattio@cambridgehousing.org	1100 MAPLE Court CAMBRIDGE OH , 43725	Combined
OH018	Stark Metropolitan Housing Authority Phone: (330)454-8051 Fax: (330)454-8065 Email: info@starkmha.org	400 TUSCARAWAS Street E CANTON OH , 44702	Combined
OH042	Geauga Metropolitan Housing Authority Phone: (440)286-7413 Fax: (440)286-7496 Email: gmha042@geaugamha.org	385 CENTER Street CHARDON OH , 44024	Combined
OH024	Chillicothe Metropolitan Housing Authority Phone: (740)775-7881 x105 Fax: (740)775-7896 Email: nicole@chillimha.com	178 WEST FOURTH STREET CHILLICOTHE OH , 45601	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
OH004	Cincinnati Metropolitan Housing Authority Phone: (513)977-5661 Fax: (513)977-5615 Email: talk2us@cintimha.com	1627 Western Avenue Cincinnati OH , 45214	Combined
OH059	Pickaway Metropolitan Housing Authority Phone: (740)477-2514 Fax: (740)477-7456 Email: pmha@pickawaymha.com	176 RUSTIC Drive CIRCLEVILLE OH , 43113	Combined
OH003	Cuyahoga Metropolitan Housing Authority Phone: (216)348-5000 Fax: (216)348-4925 Email:	8120 Kinsman Road Cleveland OH , 44104	Combined
OH882	Emerald Development and Economic Network Phone: (216)961-9690 Fax: (216)651-4066 Email: EGimmel@edencle.org	7812 Madison Avenue Cleveland OH , 44102	Section 8
OH001	Columbus Metropolitan Housing Authority	880 East 11th Ave	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (614)421-6000 Fax: (614)421-4505 Email: c_hillman@cmhanet.com	COLUMBUS OH , 43211	
OH037	Coshocton Metropolitan Housing Authority Phone: (740)622-6300 x115 Fax: (740)622-5562 Email: lisa@coshoctonmha.org	823 MAGNOLIA COSHOCTON OH , 43812	Combined
OH034	Perry County Metropolitan Housing Authority Phone: (740)982-5991 Fax: (740)982-1274 Email: christina@perrymha.org	26 BROWN CIRCLE DRIVE CROOKSVILLE OH , 43731	Combined
OH005	Greater Dayton Premier Management Phone: (937)910-7500 Fax: (937)222-3990 Email: Jheapy@gdpm.org	400 Wayne Ave Dayton OH , 45410	Combined
OH079	Delaware Metropolitan Housing Authority Phone: (740)369-1881 Fax: (740)369-2029	222 Curtis Street, Rear Delaware OH , 43015	Section 8

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Email: scooper@ncohihousing.org		
OH026	Columbiana Metropolitan Housing Authority Phone: (330)386-5970 x113 Fax: (330)386-0366 Email: rich@colmha.org	325 MOORE Street EAST LIVERPOOL OH , 43920	Combined
OH080	Preble Metropolitan Housing Authority Phone: (937)456-2800 x504 Fax: (937)456-3164 Email: janelle.caron@mvcap.com	308 Eaton Lewisburg Road Eaton OH , 45320	Section 8
OH082	Hancock Metropolitan Housing Authority Phone: (419)424-7848 x139 Fax: (419)424-7831 Email: cricker@hancockmetro.com	The Family Center - Suite #114 Findlay OH , 45840	Section 8
OH054	Sandusky Metropolitan Housing Authority Phone: (419)334-4426 Fax: (419)334-6933 Email: info@sanduskymha.org	1358 MOSSER Drive FREMONT OH , 43420	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
OH081	Brown Metropolitan Housing Authority Phone: (937)378-6041 x256 Fax: (937)378-4400 Email: spatterson@abcap.net	406 West Plum Street GEORGETOWN OH , 45121	Combined
OH045	Darke County Metropolitan Housing Authority Phone: (937)548-5380 Fax: (937)548-8397 Email: kimw@cap-dayton.org	1469 Sweitzer Street Greenville OH , 45331	Section 8
OH015	Butler Metropolitan Housing Authority Phone: (513)896-4411 Fax: (513)896-9381 Email: bmha@butlermetro.org	4110 HAMILTON MIDDLETOWN Road HAMILTON OH , 45011	Combined
OH019	Ironton Metropolitan Housing Authority Phone: (740)532-8658 Fax: (740)532-6990 Email: IronmetroPHA@att.net	720 WASHINGTON Street IRONTON OH , 45638	Combined
OH070	Fairfield Metropolitan Housing Authority	315 North Columbus Street	Section 8

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (740)653-6618 x236 Fax: (740)653-7600 Email: hcagg@fairfieldmha.org	LANCASTER OH , 43130	
OH049	Warren Metropolitan Housing Authority Phone: (513)695-3380 Fax: (513)695-1638 Email: housing@warrenmha.org	990 E RIDGE Drive LEBANON OH , 45036	Combined
OH044	Allen Metropolitan Housing Authority Phone: (419)228-6065 Fax: (419)228-1018 Email: anna_schnippel@allenmha.com	600 S MAIN Street LIMA OH , 45804	Combined
OH032	Hocking Metropolitan Housing Authority Phone: (740)385-3883 Fax: (740)385-0230 Email: nathan@hockingmha.org	33601 Pine Ridge Dr. LOGAN OH , 43138	Combined
OH023	London Metropolitan Housing Authority Phone: (740)852-1888 Fax: (740)852-1888	179 S MAIN Street LONDON OH , 43140	Low-Rent

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Email: sconsiglio@aol.com		
OH012	Lorain Metropolitan Housing Authority Phone: (440)288-1600 Fax: (440)288-7361 Email: lmha1600@lmha.org	1600 KANSAS Avenue LORAIN OH , 44052	Combined
OH046	Adams Metropolitan Housing Authority Phone: (937)549-2648 Fax: (937)549-3653 Email: rick_bowman@adamshousing.org	401 East 7th St Manchester OH , 45144	Combined
OH016	Mansfield Metropolitan Housing Authority Phone: (419)524-0029 Fax: (419)524-1487 Email: mansfieldmha@ncohiohousing.org	88 W Third St Mansfield OH , 44902	Section 8
OH030	Huron Metropolitan Housing Authority Phone: (419)526-1622 Fax: (419)524-1487 Email: mansfieldmha@ncohiohousing.org	88 W Third St Mansfield OH , 44902	Section 8

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
OH039	Crawford Metropolitan Housing Authority Phone: (419)526-1622 Fax: (419)524-1487 Email: mansfieldmha@ncohiohousing.org	88 W Third St Mansfield OH , 44902	Section 8
OH075	Seneca Metropolitan Housing Authority Phone: (419)526-1622 Fax: (419)524-1487 Email: mansfieldmha@ncohiohousing.org	88 W Third St Mansfield OH , 44902	Section 8
OH077	City of Marietta Phone: (740)373-3745 x200 Fax: (740)373-6775 Email: dbrightbill@wmcap.org	218 Putnam Street Marietta OH , 45750	Section 8
OH076	Marion Metropolitan Housing Authority Phone: (740)383-5680 Fax: (740)382-8388 Email: scooper@ncohiohousing.org	117 N Greenwood St, Suite 12 Marion OH , 43302	Section 8
OH020	Belmont Metropolitan Housing Authority	100 South Third Street	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (740)633-5085 Fax: (740)635-6086 Email: sjenkins@belmontmha.org	MARTINS FERRY OH , 43935	
OH066	Morgan Metropolitan Housing Authority Phone: (740)962-4930 Fax: (740)962-2140 Email: morganmha@morganmha.org	4580 N STATE ROUTE 376 NW MC CONNELSVILLE OH , 43756	Combined
OH078	Vinton Metropolitan Housing Authority Phone: (740)596-5963 Fax: (740)596-5963 Email: vmha@midohio.twcbc.com	310 W. High Street McArthur OH , 45651	Section 8
OH027	Medina Metropolitan Housing Authority Phone: (330)725-7531 Fax: (330)723-6546 Email: mmha@mmha.org	860 WALTER Road MEDINA OH , 44256	Section 8
OH035	Meigs Metropolitan Housing Authority Phone: (740)992-2733 Fax:	441 General Hartinger Parkway Middleport OH , 45760	Section 8

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Email: meigshousingauth@frontier.com		
OH083	Morrow Metropolitan Housing Authority Phone: (740)397-8787 x107 Fax: (419)946-5789 Email: streisch@knoxmha.org	201A W High Street Mount Vernon OH , 43050	Section 8
OH050	Knox Metropolitan Housing Authority Phone: (740)397-8787 Fax: (740)397-8226 Email: kmha@knoxmha.org	201A West High Street Mt. Vernon OH , 43050	Section 8
OH071	Henry Metropolitan Housing Authority Phone: (419)592-5788 Fax: (419)592-1759 Email: nwohhousing@gmail.com	1044 Chelsea Avenue Napoleon OH , 43545	Section 8
OH074	Williams Metropolitan Housing Authority Phone: (419)592-5788 Fax: (419)592-1759 Email: nwohhousing@gmail.com	1044 Chelsea Ave. Napoleon OH , 43545	Section 8

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
OH085	Bowling Green Housing Agency Phone: (419)592-5788 Fax: (419)592-1759 Email: nwohhousing@gmail.com	1044 Chelsea Napoleon OH , 43545	Section 8
OH063	Tuscarawas Metropolitan Housing Authority Phone: (330)308-8099 Fax: (330)339-0115 Email: eyenni@tuscarawasmha.org	134 Second Street SW New Philadelphia OH , 44663	Section 8
OH043	Licking Metropolitan Housing Authority Phone: (740)349-8069 x224 Fax: (740)349-7132 Email: jhullarthur@lickingmha.org	144 West Main Street NEWARK OH , 43055	Combined
OH025	Lake Metropolitan Housing Authority Phone: (440)354-3347 Fax: (440)354-5008 Email: emartin@lakemetrohousing.org	189 First Street PAINESVILLE OH , 44077	Combined
OH073	Parma Public Housing Agency	1440 ROCKSIDE RD.	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (216)661-2015 Fax: (216)661-2021 Email: awaxman@ncoasthousing.org	PARMA OH , 44134	
OH060	Pike Metropolitan Housing Authority Phone: (740)289-4534 Fax: (740)289-3043 Email: PikeMetro@pikemha.org	2626 SHYVILLE Road PIKETON OH , 45661	Combined
OH010	Portsmouth Metropolitan Housing Authority Phone: (740)354-4547 Fax: (740)353-3677 Email: pmha@pmha.us	410 COURT Street PORTSMOUTH OH , 45662	Combined
OH031	Portage Metropolitan Housing Authority Phone: (330)297-1489 Fax: (330)297-6295 Email: info@portagehousing.org	2832 STATE ROUTE 59 RAVENNA OH , 44266	Combined
OH028	Erie Metropolitan Housing Authority Phone: (419)625-0262 Fax: (419)621-4254	322 WARREN Street SANDUSKY OH , 44870	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Email: rchamberlain@eriemetrohousing.org		
OH061	Shelby Metropolitan Housing Authority Phone: (937)498-9898 x5 Fax: (937)498-4946 Email: judy@shelbymha.org	706 North Wagner Avenue Sidney OH , 45365	Combined
OH021	Springfield Metropolitan Housing Authority Phone: (937)325-7331 Fax: (937)325-3657 Email: michellel@smhaohio.org	101 West High Street Springfield OH , 45502	Combined
OH014	Jefferson Metropolitan Housing Authority Phone: (740)282-0994 x19 Fax: (740)283-7955 Email: mmcclurg@jeffersonmha.org	153 N 5TH Street STEUBENVILLE OH , 43952	Combined
OH006	Lucas Metropolitan Housing Authority Phone: (419)259-9400 Fax: (419)259-9494 Email: jcintronvega@lucasmha.org	424 Jackson St TOLEDO OH , 43604	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
OH062	Miami Metropolitan Housing Authority Phone: (937)339-2111 Fax: (937)339-8905 Email: keithg@miamiacac.org	1695 TROY SIDNEY Road TROY OH , 45373	Combined
OH008	Trumbull Metropolitan Housing Authority Phone: (330)369-1533 Fax: (330)369-6731 Email: demerson@trumbulltmha.org	4076 Youngstown RD SE Suite 101 WARREN OH , 44484	Combined
OH086	Highland Metropolitan Housing Authority Phone: (937)481-1635 Fax: (740)335-6644 Email: larry.gray@fayette-co-oh.com	121 East East Steet Washington CH OH , 43160	Section 8
OH056	Fayette Metropolitan Housing Authority Phone: (740)335-7525 Fax: (740)335-6644 Email: larry.gray@fayette-co-oh.com	121 E. East Street Washington Court House OH , 43160	Section 8
OH040	Jackson County Metropolitan Housing Authority	249 W 13TH Street	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Phone: (740)384-5627 x2 Fax: (740)384-3886 Email: rkdowney45@gmail.com	WELLSTON OH , 45692	
OH053	Clinton Metropolitan Housing Authority Phone: (937)382-5749 x3 Fax: (937)383-1210 Email: nathan@clintonmha.com	478 THORNE Avenue WILMINGTON OH , 45177	Section 8
OH036	Wayne Metropolitan Housing Authority Phone: (330)264-2727 Fax: (330)263-1521 Email: dcatlett@waynemha.org	345 N. Market Street WOOSTER OH , 44691	Combined
OH022	Greene Metropolitan Housing Authority Phone: (937)376-2908 Fax: (937)376-2487 Email: bsmallwood@gmha.net	538 N DETROIT Street XENIA OH , 45385	Combined
OH002	Youngstown Metropolitan Housing Authority Phone: (330)744-2161 x240 Fax: (330)742-4826	131 W BOARDMAN Street YOUNGSTOWN OH , 44503	Combined

PHA Contact Information

This listing is ordered by city and based on the information in IMS/PIC system.

PHA Code	Name, Phone, Fax, Email	Physical Address	Type
	Email: lenglish@ymhaonline.com		
OH009	Zanesville Metropolitan Housing Authority Phone: (740)454-8566 Fax: (740)455-8799 Email: zmha@zanesvillehousing.org	407 PERSHING Road ZANESVILLE OH , 43701	Combined

SANDUSKY METROPOLITAN **HOUSING AUTHORITY**

SECTION 8 LANDLORD/TENANT INSTRUCTION FORM

VERY IMPORTANT INFORMATION

Although we may initiate a unit inspection upon a receipt of the Request for Tenancy Approval, the unit will **NOT** be approved and the contracts will not be generated for commencement of payment until **ALL** the listed forms are returned completed.

The Owner and Tenant should jointly inspect the unit using the Inspection Checklist provided in this packet. The Owner should complete any repairs before the unit is inspected so there aren't any delays in the unit passing the inspection.

Section 8 Housing Choice Voucher participants are **NOT** authorized to move into the unit until such time as the unit has passed inspection, the Owner has agreed to accept the SMHA authorized contract rent, and all paperwork is signed with the Case Manager.

Therefore, we are advising that the move-in date be AFTER the Owner and Tenant have signed the contract. Additionally, we are suggesting that the owner/participant lease be executed at the HAP signing with the case manager.

If the Tenant moves into the unit prior to the contract being signed, the Tenant is responsible for the full rent and it will not be retroactively payable to the Owner by SMHA for any period prior to the date of the contract signing.

Sandusky Metropolitan Housing Authority

1358 Mosser Drive, Fremont, OH 43420

Phone: (419) 334-4426

IMPORTANT REMINDER!



All Section 8 and Public Housing clients must report **ALL** income in writing to their Case Manager, **UPON RECEIPT OF THE INCREASE**, not just at the annual re-examination appointments.

Increases will be effective the first (1st) of the month after a thirty (30) day notice. However, if clients fail to report, in writing, increases as soon as they are received, the increases will become effective retroactively to the date the increase should have taken effect had the client not caused the delay. Failure to report increases of income in writing may result in the termination of your assistance.

If **decreases** of income are reported in writing by the 10th of the month, the decreases will be effective the first (1st) of the following month. All decreases reported in writing AFTER the tenth (10th) of the month will not be effective until the second (2nd) month following the report of the decrease.

Sandusky Metropolitan Housing Authority

1358 Mosser Drive, Fremont, OH 43420

Phone: (419) 334-4426

To: All SMHA Section 8 & Public Housing Participants

From: Sandusky Metropolitan Housing Authority

Recently SMHA has seen an increase in the number of program participants who are failing to report changes of income in writing. This is resulting in program participants facing termination of their assistance.

In an effort to remedy this issue, we feel it is important to remind each head of household that it is your responsibility to report all changes of income for your household members **in writing as soon as the change occurs. SMHA does not accept phone calls to report changes to your case.**

The reason that SMHA requires all changes to be made in writing instead of by phone is all change forms are kept in your file for audit purposes.

If you have any changes to your case please report the changes on the form which is available at the SMHA reception desk. Some examples of changes which must be reported immediately in writing to your case manager are income increases and decreases, phone number changes, decreases in household composition, etc.

With regard to income changes, and **decrease** of income reported **by the 10th** of the month will be effective on the 1st of the following month (i.e. income decrease reported 6/10/2019 will be effective 7/1/2019).

Any **decrease** in income reported **after the 10th** of the month will be effective on the 1st of the month thirty (30) days following the decrease of income (i.e. income decrease reported 6/23/2019 will be effective 8/1/2019).

Reported **increases** in income will be effective on the 1st of the month thirty (30) days following the increase of income (i.e. income increase reported 6/19/2019 will be effective 8/1/2019). However, if you delay reporting of an increase of income, the effective date will be retroactive to the date it should have been effective had the reporting not been delayed. Additionally, you will receive a notice of termination of assistance for failing to report the increase in a timely manner.

Further, by signing forms at your appointments you are agreeing to what is stated on the forms. To avoid confusion, please do not hesitate to ask questions of your case manager prior to signing any forms if you are unsure of what you are signing.

Thank you for your continued cooperation in these matters!

HUD TERMS TO KNOW

Adjusted Income – The anticipated annual income of an eligible family minus allowances for dependents, elderly status, childcare, medical and disability expenses.

Annual Income – The anticipated total annual income of an eligible family from all sources for the 12 month period following the date of the determination of income.

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

Childcare Expense – Amount paid for the care of minors under the age of 13 years where such care is necessary to enable a family member to be employed or to further his/her education.

Dependent – A member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or is a full-time student 18 years or older.

Drug-Related Criminal Activity – The illegal manufacture, sale or distribution of the possession with intent to manufacture, sell or distribute a controlled substance.

Elderly Household – A family whose head or spouse, or whose sole member, is at least 62 years of age or a disabled person. It may include two or more elderly and/or disabled person living together or one of more such persons living with another person who is determined to be essential to his/her care and well being.

Medical Expense – Any medical expenses incurred by an elderly family in excess of 3% of the Annual income that are not reimbursable from any other source.

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

Family Rent To Own – The portion of rent to owner paid by the family.

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

Full-Time Student – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. This includes vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross-Rent – The sum of the rent to owner plus any utility allowance,

Head of Household – The person who assumes legal and financial responsibility for the household and is listed on the application as head.

Housing Assistance Payment (HAP) – The amount EMHA pays the owner for a unit occupied by a Section 8 tenant. Rent to owner minus the family rent to owner.

Housing Quality Standards (HQS) – The HUD minimum quality standards for housing assisted under the Housing Choice Programs.

Landlord – Either the legal owner of the property or the owner representative or managing agent as designated by the owner.

Lease – A written agreement between owner and tenant for the leasing of a housing unit.

Participant – A family that has been admitted to the HA program and is receiving assistance in the program.

Payment Standard – An amount used by the HA to calculate the housing assistance payment for the family. The payment standard amount is based on the fair market rent established by HUD for each bedroom size.

Portability – Renting a dwelling unit outside⁴ with Housing Choice Programs assistance outside the jurisdiction of the initial HA that provided rental assistance.

Recertification - Sometimes referred to as Reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if the family reports no interim changes.

Rent to Owner – The total amount of rent EMHA authorizes an owner to collect for a unit occupied by a family receiving assistance. The rent may be paid by the family, EMHA or from both the family and EMHA.

Tenant – The person or persons who executes the lease as lessee of the dwelling.

Sandusky County Community Resources

Ameritech USA Plan

Telephone service
888-256-5378

Appriisen

Outstanding bills & debt services, budgeting education
800-355-2227
700 Taylor Rd. Ste. 190
Gahanna, OH 43230
8 a.m.-7 p.m. Monday-Thursday
8 a.m.-6 p.m. Friday
10 a.m.-2 p.m. Saturday

Area Office on Aging of Northwestern Ohio

referral information
419-382-0624 (senior services)
2155 Arlington Ave.
Toledo, OH 44609
8 a.m.-5 p.m. Monday-Friday

Bellevue Fish and Loaves

Food assistance
419-484-2814
203 Maple St.
Bellevue, OH 44811
1-5 p.m., Wednesday

Child Care Resource Center

Child care
440-242-0433
5350 Oberlin Ave.
Lorain, OH 44053
8 a.m.-5 p.m., Monday-Friday

Clyde Back Door Food Pantry

Food assistance in Clyde area
419-547-6232
803 W. McPherson Hwy.
Clyde, OH 43410
9 a.m.-11 a.m. & 4 p.m.-6 p.m. Thursday

The Community Fortress

Shelter
419-552-1813
410 Birchard Ave.
Fremont, OH 43420
Call for information

Community Health Services

Mental health treatment; Physician and dentist options
419-334-3869 (medical); 419-334-8855 (dental)
2221 Hayes Ave.
Fremont, OH 43420

7:30 a.m.-7 p.m. Monday
8:30 a.m.-5 p.m. Tuesday-Thursday
8:30 a.m.-1 p.m. Friday

Consumer Credit Counseling

Budgeting education and debt services
419-531-2227
457 S. Reynolds Rd.
Toledo, OH 43615
9 a.m.-5 p.m. Monday-Friday

Cross Roads/Volunteers of America Crossroads

Shelter
419-626-6505
1843 Superior St.
Sandusky, OH 44870
8:30 a.m.-4:30 p.m., Monday-Friday

Department of Jobs and Family Services

Food assistance; Health insurance; Income enrichment
419-334-3891
2511 Countryside Dr., Suite A
Fremont, OH 43420
8 a.m.-4:30 p.m., Monday-Friday

Firelands Counseling

Alcohol and drug treatment; Mental health treatment
419-332-5524 Crisis Hotline: 1-800-826-1306
675 Barton Rd.
Fremont, OH 43420
8 a.m.-5 p.m. Monday-Friday

First Call for Help/United Way of Sandusky County

Referrals
419-334-8928 or 800-593-9444
826 W. State St.
Fremont, OH 43420
8:30 a.m.-4:30 p.m. Monday-Friday

First Step Family Resource Center

Domestic violence support
419-435-7300
1099 Columbus Ave.
Fostoria, OH 44830
9 a.m.-5 p.m., Monday-Friday

First United Methodist Church of Clyde

Food assistance
419-547-0734
510 W. Maple St.
Clyde, OH 43410
5 p.m.-6 p.m. Last Wednesday of each month

Fremont City Schools

School clothes and supplies
419-332-6454
500 W. State St.
Fremont, OH 43420

Fremont Soup Kitchen at Grace Lutheran Church

Food assistance
419-332-1558
705 State St.
Fremont, OH 43420
Meals served Thursdays, 11:30-12:30 p.m.
Visit site for complete hours

Gibsonburg Clergy Association

Food assistance
567-201-3962, must call
116 S. Main St.
Gibsonburg, OH 43431
5 p.m.-6 p.m. second and fourth Monday of each month

GLCAP

Home Repair, Weatherization, Housing Assistance, Mobility Management, Head Start, Utility Assistance, Senior Services, Public Transportation
800-775-9767
127 S. Front St.
Fremont, OH 43420
9 a.m.-4:30 p.m., Monday-Thursday

Hayes Memorial United Methodist Church

Food assistance; Clothing
419-334-2605
1441 Fangbener Rd.
Fremont, OH 43420
5 p.m.-6:30 p.m. Monday
10 a.m.-11:30 a.m. Thursday

Heartbeat Hope Medical

Family planning services
419-334-9079
300 S Front St.
Fremont, OH 43420
10 a.m.-3 p.m., Tuesday & Thursday

Legal Aid of Western Ohio

Legal support
877-894-4599
1800 N. Blanchard St.
Findlay, OH 45840
9 a.m.-2 p.m., Monday-Friday

Liberty Center of Sandusky County

Shelter
419-332-8777
1421 E. State St.
Fremont, OH 43420
9 a.m.-5 p.m., Monday-Friday

Lutheran Social Services

Alcohol and drug treatment; Mental health treatment
419-334-3431
512 E. State St. #4259
Fremont, OH 43420
9 a.m.-5 p.m. Monday-Friday

OhioMeansJobs — Sandusky County

Employment services
419-332-2169
2511 Countryside Dr., Suite A
Fremont, OH 43420
8 a.m.-4:30 a.m. Monday-Friday

OSU Extension Office — Sandusky County

Budgeting education
419-334-6340
2000 Countryside Dr., Suite D
Fremont, OH 43420
By appointment only, Monday-Thursday

Pass It On Clothing Closet

Clothing
419-483-3071
203 Maple St. Ste. B
Bellevue, OH 44811
11 a.m.-5 p.m. Wednesday only

Pontifex-Happy Eats Food Pantry

Free community meals; School clothes and supplies
419-333-9667
416 W. State St.
Fremont, OH 43420
4 p.m.-5 p.m. Monday - Food pantry
4 p.m.-5 p.m. Tuesday - soup kitchen
11 a.m.-12 p.m. Friday - soup kitchen

St. Paul's Episcopal Church

Free community meals
419-332-3932
206 N. Park Ave.
Fremont, OH 43420
Meals — 4th Sunday of every month, 5-6 p.m.
Visit site for complete hours

Sandusky County Child Support Enforcement Agency (CSEA)

Child support enforcement
419-334-2909
2511 Countryside Dr. Ste. A
Fremont, OH 43420
8 a.m.-4:30 p.m. Monday/Wednesday/Friday

Sandusky County Domestic Violence Victims Advocate

Domestic Violence Support
419-332-8777
1421 E. State St.
Fremont, OH 43420
9 a.m.-5 p.m. Monday-Friday

Sandusky County Food Pantry

Food assistance
419-334-8158
129 Bidwell Ave.
Fremont, OH 43420
12 p.m.-2:30 p.m. Monday-Thursday

Sandusky County Metropolitan Housing Authority

Housing assistance — long-term
419-334-4426
1358 Mosser Dr.
Fremont, OH 43420
8 a.m.-12:15 p.m. & 1 p.m.-4:30 p.m., Monday, Tuesday, and Thursday
By appointment Wednesday and Friday

Sandusky County Public Health

Eyeglass repair; Family planning services
419-334-6377
2000 Countryside Dr.
Fremont, OH 43420
8 a.m.-4:30 p.m., Monday-Friday

Sandusky County Veterans Service Office

Veteran services
2511 Countryside Dr. Ste. B
Fremont, OH 43420
8 a.m.-4:30 p.m. Monday-Thursday
8 a.m.-12 p.m. Friday

Share & Care of Sandusky County/Salvation Army

Clothing; Prescription assistance; School clothes and supplies
419-334-2832
129 Bidwell Ave.
Fremont, OH 43420
10 a.m.-3 p.m., Tuesday;
10 a.m.-7 p.m. Thursday;
10 a.m.-3 p.m., first and third Saturday of the month

Terra State Community College

Vocational and post-secondary school
419-334-8400
2830 Napoleon Rd.
Fremont, OH 43420
8 a.m.-5 p.m., Monday/Wednesday/Thursday;
8 a.m.-7 p.m. Tuesday;
8 a.m.-4 p.m. Friday

TRIPS Public Transportation

Transportation services
419-332-8091 or 800-750-0750
2317 Countryside Dr.
Fremont, OH 43420
5 a.m.-7 p.m., Monday-Friday;
5 a.m.-noon, Saturday

Vanguard-Sentinel Vocational School

GED classes, vocational school options
419-334-6901
1306 Cedar St.
Fremont, OH 43420
7:30 a.m.-4 p.m. Monday-Friday

Verizon Lifeline

Telephone service
800-483-1807

Women, Infants & Children (WIC)

Nutrition information
419-334-6363
2000 Countryside Dr.
Fremont, OH 43420
8 a.m.-4:30 p.m., Monday-Wednesday;
8 a.m.-6 p.m., Thursday;
8 a.m.-2 p.m., Friday

Woodville Good Samaritan Food Pantry

Food assistance, Woodville area
419-849-3952
212 Bridge St.
Woodville, OH 43469
5 p.m.-6 p.m. second and fourth Monday of every month

Ottawa County Community Resources

[Bay Shore Counseling](#)

Drug and alcohol treatment; Mental health treatment; Parenting classes
419-734-5535
304 Madison St.
Port Clinton, OH 43452
8 a.m.-5 p.m., Monday-Friday

[BCS Food Pantry—St. Paul United Church of Christ](#)

Food assistance
419-898-0852
165 Toussaint St.
Oak Harbor, Ohio 43449
8:30 a.m.-11:30 a.m. Monday & Thursday

[Bistro 163](#)

Food assistance
419-734-9887
1848 Perry St., Ste. 10
Port Clinton, OH 43452
4 p.m.-6 p.m., 2nd and 4th Monday of every month

[Cherry Street Mission](#)

Shelter
419-214-3007
1501 Monroe St.
Toledo, OH 43604
Open 24 hours

[Christ Community Church](#)

Food assistance
419-855-4187
303 W. 4th St.
Genoa, OH 43430
10 a.m.-Noon
3rd Saturday of every month

[CHOICES Behavioral Health Care](#)

Drug and alcohol treatment; Mental health treatment
419-960-4009
126 E. Perry St.
Port Clinton, OH 43452
9 a.m.-5 p.m., Monday-Thursday
9 a.m.-4 p.m., Friday

[The Community Fortress](#)

Shelter
419-552-1813
410 Birchard Ave.
Fremont, OH 43420
24/7

[Community Support Services](#)

Information and referral; Prescription help; Vision referrals
419-734-9494
1848 E. Perry St., Ste. 60
Port Clinton, OH 43452
8:30 a.m.-5 p.m., Monday-Friday

[Consumer Credit Counseling](#)

Budgeting education and debt services
800-278-8850

[Cross Roads/Volunteers of America Crossroads](#)

Shelter
419-626-6505
1843 Superior St.
Sandusky, OH 44870
8:30 a.m.-4:30 p.m., Monday-Friday

[Department of Jobs and Family Services](#)

Alternative education funding; Family planning services; Food assistance; Health insurance; Income enrichment
419-898-3688
8043 W. State Route 163, #200
Oak Harbor, OH 43449
8 a.m.-4:30 p.m., Monday-Friday

[Elmore Food Pantry—Grace Evangelical Lutheran](#)

Food assistance
419-862-3630
19255 Witty Rd.
Elmore, OH 43416
9 a.m.-12 p.m.
2nd Friday of each month

[Firelands Counseling and Recovery](#)

Drug and alcohol treatment; Mental health treatment
419-734-2942
335 Buckeye Blvd.
Port Clinton, OH 43452
8 a.m.-8 p.m., Monday & Tuesday
8 a.m.-5 p.m., Wednesday & Friday

[GLCAP](#)

Home Repair, Weatherization, Housing Assistance, Mobility Management, Head Start, Utility Assistance
800-775-9767
127 S. Front St.
Fremont, OH 43420
8:30 a.m.-4:30 p.m., Monday-Thursday

[Heartbeat Hope Medical Pregnancy Center](#)

Parenting Classes
419-334-9079
1243 Napoleon St.
Fremont, OH 43420
10 a.m.-3 p.m., Tuesday and Thursday

[Jerusalem Township Food Pantry](#)

Food assistance
419-836-1210
9501 Jerusalem Rd.
Curtice, OH 43412
9 a.m.-11 a.m. 2nd Wednesday of each month

[Legal Aid of Western Ohio](#)

Legal services
877-894-4599
1800 N. Blanchard St.
Findlay, OH 43440
9 a.m.-2 p.m., Monday-Friday

[Liberty Center of Sandusky County](#)

Shelter
419-332-8777
1421 E. State St.
Fremont, OH 43420
9 a.m.-5 p.m., Monday-Friday

[The LIGHT Neighborhood Pantry—Elliston Zion UMC](#)

Food assistance
419-862-3166
18045 W. William St.
Graytown, OH 43432
5 p.m.-7 p.m.
2nd Wednesday every month

[Light House Sober Living](#)

Sober living
419-967-9550
515 E. 5th St.
Port Clinton, OH 43452
Call for intake

[OhioMeansJobs—Ottawa County](#)

Employment services; GED classes
419-707-8605
8043 W. State Route 163, #200
Oak Harbor, OH 43449
8 a.m.-4:30 p.m., Monday-Friday

[Ottawa County Child Support Enforcement Agency \(CSEA\)](#)

Child Support Enforcement
419-898-3688
8043 W. State Route 163, #200
Oak Harbor, OH 43449
8 a.m.-4:30 p.m., Monday-Friday

[Ottawa County Health Department](#)

Physician and dentist options
419-734-6800
1856 E. Perry St., Ste. 300
Port Clinton, OH 43452
7:45 a.m.-4:30 p.m., Monday-Friday

[Ottawa County Senior Resources](#)

Senior services
419-898-6459
8180 W. State Route 163
Oak Harbor, OH 43449
8 a.m.-4 p.m., Monday-Friday

[Ottawa County Transportation Agency \(OCTA\)](#)

Transportation services
419-898-7433
275 N. Toussaint South Rd.
Oak Harbor, OH 43449
6 a.m.-11 p.m., Daily

[Ottawa Residential Services, Inc.](#)

Disabled supportive housing
419-734-7622
400 W. 3rd St.
Port Clinton, OH 43452
Call for hours

[Ruth Ann's House](#)

Domestic violence support
419-734-9718
1848 E. Perry St. #60
Port Clinton, OH 43452
8:30 a.m.-5 p.m., Monday-Friday

[Safe Harbour Domestic Violence Shelter](#)

Domestic violence support
419-626-2200 or 800-953-2207
P.O. Box 2616
Sandusky, OH 44870
Open 24 hours

[Seed Faith Food Pantry](#)

Food assistance
419-732-2399
974 S. Lake St.
Gypsum, OH 43433
10:30 a.m.-11 p.m. Monday

[Shoreline Church](#)

Food assistance
419-898-6700
769 N. Locust St.
Oak Harbor, OH 43449
9 a.m.-10 a.m.
3rd Friday every month

[St. Paul's Lutheran Church](#)

Food assistance
419-734-1662
541 Church Rd.
Marblehead, OH 43440
8:30 a.m.-10 a.m.
3rd Saturday of every month

[St. Thomas Episcopal Church](#)

Food assistance
419-734-3404
214 E. 2nd St.
Port Clinton, OH 43452
5 p.m.-6 p.m.
3rd Thursday of every month (Sept.-May)

[St. Vincent DePaul](#)

Food assistance
419-732-1870
129 Maple St.
Port Clinton, OH 43452
4 p.m.-6 p.m. every other Thursday

[Terra State Community College](#)

Vocational and post-secondary school
419-334-8400
2830 Napoleon Rd.
Fremont, OH 43420
8 a.m.-7 p.m., Monday and Tuesday
8 a.m.-5 p.m., Wednesday and Thursday
8 a.m.-4 p.m., Friday

[Truth Resale Store—The Church of Truth Ministries](#)

Clothing; furniture; appliances
419-341-7913
3260 E. State Rd.
Gypsum, OH 43433
10 a.m.-3 p.m. Monday & Wednesday
10 a.m.-1 p.m. 1st Saturday of each month

[Verizon Lifeline](#)

Telephone service
800-483-1807

[United Way of Greater Toledo](#)

Information and referral
2-1-1 or 419-248-2424
1001 Madison Ave. Ste. 60
Port Clinton, OH 43452
8:30 a.m.-5 p.m. Monday-Friday
8:30 a.m.-2 p.m. Friday

[United Way—Ottawa County](#)

Clothing; furniture and appliances; Information and referral
419-734-6645
1854 E. Perry St.
Port Clinton, OH 43452
8:30 a.m.-5 p.m., Monday-Thursday
8:30 a.m.-2 p.m., Friday

[Veteran Services—Ottawa County](#)

Veteran services
419-898-2089
8444 W. State Route 163, Ste. 102
Oak Harbor, OH 43449
8:30 a.m.-4:30 p.m., Monday-Friday

[Women, Infants & Children \(WIC\)—Ottawa County](#)

Nutrition information
419-734-6800
1856 E. Perry St.
Port Clinton, OH 43452
7:45 a.m.-4:30 p.m., Monday-Friday

SANDUSKY METROPOLITAN HOUSING AUTHORITY
Updated List of Potentially Available Rental Units

LANDLORD	PHONE #	UNIT ADDRESS	# BR	RENT AMT	APPLIANCES	UTILITIES	OUTSIDE AREA of POVERTY
SANDUSKY COUNTY UNITS							
JOE BROWN	419-750-0984	200 Kilbourne Street Bellevue Ohio	2BD		STOVE/REF	TENANT PAYS	✓
SHARON ECKFORD	419-618-1475	744 S. Front Street, Fremont	2BD/ 1 BA		STOVE/ REF	TENANT PAYS	✓
BRUCE HIRT RENTAL	419-334-6080	Fremont					✓
V & D Homes	419-559-1190	712 E State Street	1		STOVE/REF	LL PAYS TRASH	✓
YVONNE MALDONADO	419-515-0669	1316 Cherry St., Fremont	4BD/2BA		STOVE/ REF	TENANT PAYS	✓
TODD PRICE	567-314-9341	919 Napoleon St., Fremont	3BD/1BA		STOVE/ REF	LL PAYS WATER	✓
THOMAS OR KIM SCHANK	419-680-4403 or 419-680-5210	823 E. State St., Fremont Ground Floor	1				✓
BRENTEL WEATHERSPOON	567-201-1726	1017 Dorr St., Fremont	3bd/ 2 ba				✓
OTTAWA COUNTY UNITS							
JAIME HERRERA	567-201-8622	817 Firelands, Port Clinton	3	\$850			
PAUL PANUTO	419-618-3394	913 East Second St. Port Clinton OH	2BD/1BA Lower		STOVE/REF	LL PAYS TRASH	
OTTAWA RESIDENTIAL SERVICES	419-734-7622	Port Clinton					
NORRITA BENNETT	419-341-5039	611 1/2 Jackson Dr Port Clinton Ohio	1		STOVE/REF	LL PAYS WATER/TRASH	
DON HABEGGER	419-260-7583	505 Wilbur St., Genoa	2BD/ 1 BA		STOVE/ REF	TENANT PAYS	✓
ADAM SNYDER	419-898-4339	Oak Harbor Ohio					✓
TONY CAPODICE	419-967-3445	512 Madison St # 4 Port Clinton OH	2BD/1BA			LL PAYS TRASH	

(This is a compilation of units in the area that landlords have requested to place on this list. There is no guarantee that the units continue to be available or currently meet HQS standards.)

**The updated available housing list may be found on the agency's
website at:**

<http://www.sanduskymha.org/forms.aspx>