

# VERMONT STATE HOUSING AUTHORITY

## Tenant Briefing Packet – 12/01/2019



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

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Montpelier, VT 05602-3556

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**Equal Housing Opportunity**







## **OUR MISSION:**

### **The Vermont State Housing Authority's Mission**

**is to promote and expand the supply of  
affordable rental and homeownership  
opportunities on a statewide basis.**

**Each new endeavor will enhance or increase the  
organization's capacity to continue its Mission  
and to assure the effectiveness of VSHA as a  
provider and administrator of affordable housing  
programs.**





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## Introduction

This Tenant Guide is being provided to you as part of your briefing. It contains information that should answer most of your questions about the program. Please contact your Vermont State Housing Authority (VSHA) representative with any further questions or comments.

Field Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

With the exception of the city of Montpelier, the Housing Choice Voucher (HCV) program is administered on a state-wide basis by VSHA. The funding for the program is through the U.S. Department of Housing and Urban Development (HUD). The purpose of the program is to provide decent, safe and sanitary affordable housing to low-income Vermonters in the private rental market.

Households that meet the eligibility requirements and have been issued an HCV, pay between 30% - 40% of their adjusted income towards the monthly rent and utilities. The balance of the rent is paid by the program directly to the landlord, or to their appointed agent, provided the rent is within program guidelines.

In order for the program to work well, it is important that there be a good working relationship between the tenants, property owners, and VSHA. This Tenant Guide provides tenants with information that will help develop and maintain that relationship.







## The Housing Choice Voucher (HCV) Program

The HCV program provides housing assistance to eligible families that have been issued a voucher to rent privately owned housing units at an affordable rent. The voucher verifies that the family is eligible and that the funds have been set aside to assist in paying their rent. The assistance is conditional upon the family finding an appropriate rental unit that meets all the requirements for participation in the program. These requirements are set down in the Federal Regulations that govern the program.

Before assistance can begin, the rental unit must pass the VSHA/HUD Housing Quality Standards (HQS) inspection and the rent must be determined to be reasonable and comparable to other rents charged for similar, unsubsidized housing in the area. VSHA uses an established system to determine a unit's rent reasonableness.

Owners are required to enter into a lease with the family consistent with the Vermont Landlord Law. Further, owners must enter into a Housing Assistance Payment (HAP) contract with VSHA. When VSHA staff determines compliance with VSHA/HUD inspection requirements and certifies that the rent charged is reasonable, contracts will be executed and the landlord will receive a rent subsidy payment from VSHA on behalf of the family.

### Important Terms and Information

**Housing Assistant Payment (HAP)** – The rent subsidy paid to the landlord by VSHA. The HAP is calculated by VSHA based on the family's adjusted income.

**Tenant Rent** – The rent the tenant pays to the landlord, as determined by VSHA.

**Contract Rent** – The total rent paid to the landlord.

$$\text{Contract Rent} = \text{HAP} + \text{Tenant Rent}$$



**Total Tenant Payment (TTP)** – The TTP is the tenant rent combined with the utilities that the tenant is responsible for paying. This total is expected to be between 30% - 40% of the family's adjusted income. For initial contracts, the total may not exceed 40% of a family's adjusted income.

**Payment Standard** – VSHA determines the payment standard which is used for each county. This standard is established annually based on a percentage of HUD Fair Market Rent (FMR).

**Maximum Voucher Subsidy** – This is the most that VSHA can pay on the family's behalf. The family's subsidy is calculated by subtracting 30% of the family's adjusted monthly income (Total Tenant Payment) from the Payment Standard.

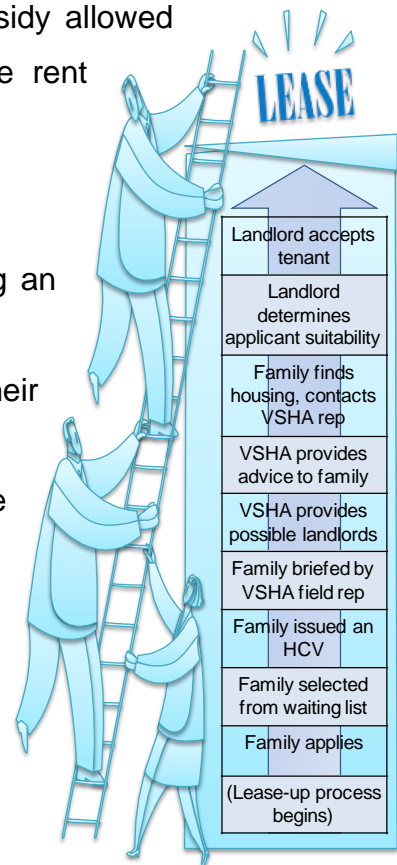
$$\text{Maximum Voucher Subsidy} = \text{Payment Standard} - \text{Total Tenant Payment}$$

**Rent increases** – Rent increases are allowable, provided the landlord follows state law and program procedures. Rent increases are limited to a rent reasonableness test performed by VSHA staff. VSHA and the tenant must receive at least a 60-day written notice. The family is usually receiving their maximum subsidy allowed under the program and will be responsible for paying the rent increase.

### “Lease-Up” Process

The Section 8 Program participant is responsible for finding an appropriate rental unit (with VSHA assistance).

- Upon being issued an HCV, the family is briefed by their VSHA field representative.
- The family is provided with the names of possible landlords who have expressed interest in the program, as well as other advice that may help them find a unit.
- The family finds housing that interests them and contacts their VSHA field representative.





- Landlord determines applicant suitability (the landlord must use the standard business practices used in determining the suitability of any applicants for the rental unit, provided these practices are within the Vermont Fair Housing laws).
- The Landlord accepts the tenant.

### **Request for Tenancy Approval**

The Request for Tenancy Approval form is supplied by VSHA and outlines all of the information needed to determine if the rental unit falls within the program guidelines. The Request for Tenancy Approval is entered into between prospective landlord and the Section 8 participant. The form provides VSHA staff with enough information about the rental unit to determine if the unit meets program guidelines.

### **Housing Quality Standards (HQS) Inspection**

The VSHA Field Representative will perform an HQS inspection of the rental unit. This is done at the request of the landlord and tenant once the basic information on the Request for Tenancy Approval has been approved. The HQS Inspection is required to ensure the rental unit meets the minimum standards established by HUD and VSHA.



If there are any “failed items” as a result of the inspection, the Field Representative will notify the landlord and tenant in writing. Upon correction of any “failed items”, the Field Representative will re-inspect. Once the unit passes HQS inspection, the “lease-up” can continue. It should be noted that VSHA cannot begin Housing Assistance Payments (HAP) until the unit passes the HQS inspection and HAP contract and lease are signed.





## **The Lease**

A written lease agreement must be signed by the landlord and the tenant; a copy is provided to VSHA. The lease must include:

- name of landlord
- the name of all family members
- the address of the rental unit
- the rent amount
- the utilities paid by the landlord and those utilities paid by the tenant
- the security deposit amount (the security deposit is paid by the tenant to the landlord).
- term of lease, including any renewal clause.

The landlord may choose to use their own lease; however, it must comply with state and local laws and include the HUD Tenancy Addendum. The lease should be the same lease used for the landlord's other rental units. If the landlord does not have a lease, VSHA has a standard lease that the landlord can use.

## **Housing Assistance Payment (HAP) Contract**

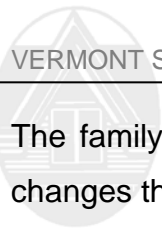
The HAP contract is between the landlord and VSHA. It sets forth the contractual obligations of both parties, including the effective dates of the contract, initial HAP payment, the address of the rental unit, and the family members' names. The landlord and the VSHA representative must sign this contract.

Once all of the necessary inspections are completed and the required contracts are executed, VSHA will begin HAP payments to the landlord on behalf of the assisted family. The Field Representative will act promptly to facilitate a "Lease-up". HQS inspections are scheduled as soon as possible, often within a few days of the request.

## **Tenancy**

The landlord and tenant are required to comply with the terms of the signed contracts. All parties must comply with all state and local laws. The assisted tenancy is a landlord-tenant relationship, with VSHA providing a rental subsidy to the owner based on the HAP contract.





The family and landlord should keep the VSHA Field Representative informed of any changes that might affect the tenancy.

VSHA will do an annual re-exam of the family income. The Field Representative will do an annual HQS inspection of the unit. If the landlord and tenant choose, the tenancy may continue based on the contract terms. VSHA will determine if there are any changes in the tenant portion of the rental based on the re-exam. All parties will be notified of any changes.

### **Participant Guide for the Section 8 Housing Choice Voucher Program**

At your tenant briefing you will be given a Housing Choice Voucher Preliminary Worksheet. This gives you the basic information you need to search for a unit or determine if your current apartment will qualify for the program.

In many instances you will have the option of paying up to 40% of your adjusted income for rent, which in turn will increase the maximum gross rent.

There are some cases where an ANFC recipient may not have the option of paying a higher amount for rent and utilities because the Welfare rent exceeds 40% of adjusted income. In those situations you will be limited to units whose gross rents are at or below the payment standard.

### ***Payment Standard/Maximum Gross Rent***

The payment standard is the limitation on the amount that can be paid for rent and utilities when you are paying 30% of your adjusted gross income. The Payment Standard is funded based on a percentage (90-110%) of the published Fair Market Rents.

*Here's how to figure whether a rent is within the Payment Standard:*

- First, find out what utilities, if any, are not included in the rent.
- Next, look at your Utility Allowance Schedule. It gives an estimated cost for each





utility not included in the rent – ones you are required to pay. To find those non-included utilities, look on your voucher in the column under bedroom size.

- Add those amounts to the rent the landlord is charging (contract rent).
- Now, compare that total to the Payment Standard.

If the total is not more than the Payment Standard, then that apartment or house is eligible for rent assistance, as long as it meets Housing Quality Standards and the rent is determined to be reasonable.

### **Example**

Payment Standard	=	<b>\$ 332</b>
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<b>A P A R T M E N T</b>	<b>Actual Rent</b>	= \$ 200	(plus utilities: oil & electricity)
	<b>Utilities</b>	= \$ 72	Oil heat
		= \$ 14	Electric hot water
		= \$ 4	Electric cooking
		= \$ 18	Electric lights
	<b>TOTAL</b>	<b>\$ 308</b>	(this apartment is eligible since the total is less than the \$332 Payment Standard)

In many instances you are allowed to pay up to 40% of your adjusted income for rent. This will allow you to lease a unit above the Payment Standard. At the time of your briefing you will be given information on your maximum gross rent and whether you are able to lease a unit with a maximum gross rent above the Payment Standard.

### **PLEASE CALL YOUR VSHA FIELD REP IF YOU HAVE ANY QUESTIONS**

Families with members who have disabilities may request a reasonable accommodation to raise the payment standard in order to meet the needs of the family.





## ***How to Find a Suitable Apartment or House***

Your Housing Choice Voucher is good for 60 days. Within 60 days you must either have your present housing approved and accepted into the program, or you must find another place - one that qualifies. If you haven't done either of those within 60 days, you may lose your chance - your voucher may be canceled and reissued to the next person on our waiting list. You MAY be able to have your voucher extended upon written request. PLEASE CONTACT YOUR FIELD REP.



## ***Advantages of Moving to Areas That Are Not High Poverty Areas for Housing Choice Voucher Program Voucher Families***

- HUD feels Housing Choice Voucher Program Vouchers “are ideal mechanisms to” broaden the housing choices for low-income families.
- Since HUD feels families should be encouraged to seek housing opportunities that are outside of high-poverty areas, VSHA has been asked to explain the advantages of locating housing in areas outside high-poverty census tracts during initial briefing sessions. A high-poverty census tract is a census tract in which at least 20% of the persons for whom poverty is determined have incomes below the poverty level.
- Advantages of locating housing in areas outside high-poverty census tracts include the following:
  - Such areas generally have better schools, a lower crime rate, better public services, and more shopping and other amenities.
  - Primary data from local moving to opportunity programs appears to substantiate that children of families moving from high poverty areas reach higher levels of school achievement.
- Mover Briefings:

Mover Briefings are required for voucher holders planning to move. These sessions





provide information to assist in planning and making a smooth transition.

See Maps of High Poverty Areas attached in appendix.

### ***Remaining in Your Present Apartment or House***

You may stay in your present unit if:

- It meets the program's Housing Quality Standards.
- The rent is reasonable.
- Your rent is within the Payment Standard/Gross Rent Limitation.
- Your landlord is willing to participate in the program.

We will determine if your unit meets these requirements. If it does, we will work out the proper agreements with your landlord.

### ***Finding a New Apartment or House***

If your present housing does not meet our requirements, or if you want to move, it's up to you to find a suitable place. We can give you help and advice and can refer you to landlords already in the program who may have vacancies - but you must choose your own place to live.

Provided you meet VSHA's residency requirements, your voucher may be portable to states outside the jurisdiction of VSHA. If you want to move out of state, you must contact VSHA with information about where you want to move in order to begin the process of transferring your voucher.

If there is a person with a disability in the household, you may request a current listing of accessible units that we know of that may be available.

### **When you call about a vacant unit, you need to ask:**

- How much is the rent?
- How many bedrooms?
- Are utilities included? If not, which utilities does the tenant pay?
- (Be sure to specifically ask about hot water.)
- Are a stove and refrigerator provided?



- Are there special conditions, such as pet restrictions or no parking?
- How much of a security deposit do I have to pay?

**PLEASE CALL YOUR VSHA FIELD REP IF YOU HAVE ANY QUESTIONS**

### ***When You Find a Place***

When you know enough about the rent and you think it's within program limits, call the landlord or manager for an appointment to see the apartment. **Be prompt.** If you cannot keep the appointment, call to reschedule it.

When you look at the apartment, check to be sure it meets the Housing Quality Standards listed in "A Good Place to Live!" It should meet your own standards too, for noise, neighborhood, etc. If you feel the unit meets these standards, and if the rent is within the program limits, contact us as soon as possible. We will schedule a meeting with the landlord to inspect the unit and go over Section 8 program details.

If the unit meets program requirements, and the landlord agrees to participate, we will prepare the paperwork which must be signed by both you and the landlord. We will let you know the amount of rent you will need to pay - the portion, that is, that we do not pay. We will also tell you when the contract begins. You are responsible for your own moving expenses which includes security deposit.

Below is a list of common problems you should avoid to help you evaluate the unit you select, even if it is the one you currently occupy:

1. Missing or non-working smoke detectors on each occupied floor, including basement.
2. Broken, cracked, or missing windows.
3. Broken or missing outlet and switch-plate covers.
4. Non-working stoves or refrigerators.
5. Missing locks on windows and entry doors.
6. Non-operative autos, discarded tires, or appliances on premises.
7. Window or vent fan not present in bathroom.
8. Leaking or inadequate plumbing.





9. Floor or ceiling tiles broken or missing.
10. Handrails missing or broken on stairs or decks.
11. Discharge line missing on hot water heater pressure relief valve.
12. Interior or exterior chipped, flaking, or peeling paint in unit built before 1978 occupied by child under age 6.
13. Removal of paint chips after painting.
14. Mold and/or mildew on refrigerator and freezer door gaskets, windows and bathtub.

If your family has children under the age of six, we will include the booklet *Protect Your Family From Lead In Your Home* with this document. This tells of the dangers of lead-based paint in dwellings built before 1978. Please read it carefully, as it is important for the health of your children.

**References** - Your landlord has a right to check references, and you should be prepared to provide them with former landlord and/or credit references.

HUD now requires that we provide the owner with your current address and your current and prior landlord.

However, if owners call to ask us what kind of tenant you will be, we won't be able to tell them because we don't know. It is the responsibility of owners to contact your previous landlords to determine what kind of tenant you will be.

If you need help locating owners who are willing to lease to Housing Choice Voucher families, or if your family includes a person who is disabled and you need information on the availability of accessible dwellings, please don't hesitate to call your VSHA field representative for assistance.

**Security Deposit** - The landlord will probably require a security deposit. You are responsible for paying the deposit. The security deposit may be the amount of one month's rent, but no more than commonly charged in the private market or no more than the owner charges to unassisted tenants.





## ***After You Receive Section 8 Assistance***

**Annual Re-exams** - Your lease and contract continue until ended by you or your landlord, or until the Federal Government cuts off our funds. However, *each year we must re-examine your eligibility for the program. This means that you will need to provide documentation related to household composition, assets, income and expenses.* Also, your housing may be re-inspected each year to be sure it still meets Housing Quality Standards. At a minimum it will be inspected every two years.

You will be sent a recertification packet annually to complete and return to VSHA. Failure to return forms or requested documentation could result in loss of voucher.

You must call the office to change an appointment for your inspection. If you fail to do this and do not keep your appointments, you could lose your Section 8 assistance.

### **You must notify us when there is change in your family composition.**

If your income decreases or you make no money for a time, your share of the rent may be lowered to compensate. Adding new people to your household may also change your share. If your income changes, you must report it within 10 business days. We will make a determination as to whether an interim re-exam is required. If you want to add someone to your lease, it first must be approved by us and your landlord *before the person moves in*. You are expected to comply with the terms of your lease.

**REMEMBER to report all income and household changes to VSHA within 10 Business Days.**

## ***What if You Want to Move?***

After one year in the assisted unit, you can move without losing your subsidy - but you have to do it correctly.

Unless your landlord fails to live up to his/her part of the contract, you cannot break your lease - that is, you cannot move within the first year. After that, you can move as long as you give 30 days' written notice to the landlord. At the same time you must tell us that you've decided to move and provide us with a copy of the written notice.



You must be a tenant in good standing in order to move with your voucher. VSHA will provide you with the appropriate Landlord Certificate for your landlord to sign stating that you are a tenant in good standing.

It is possible to break a lease earlier than this, but only if your landlord agrees. He/she doesn't have to agree; if he doesn't, you have to stay in your apartment with your subsidy until the year is complete. VSHA will provide a Mutual Rescission of Lease form for you and your landlord to sign upon request.



Before you do move, you must follow certain steps or you won't be allowed to transfer your subsidy. Again, before moving, make sure that you call our office.

### ***Portability - Rescreening***

Once you have lived in your unit for a year, you can use your voucher to lease a unit anywhere in the United States where there is an HCV program. If you would like to move to another area, you need to inform VSHA at least 60 days before your lease expires. You will have to know where you want to move. VSHA will contact the Housing Authority in the area you choose and issue a voucher to you. VSHA will give you the contact information of the Housing Authority in the new area. It is very important that you contact the new Housing Authority as soon as possible.

The new Housing Authority will issue one of their vouchers to you once you arrive. At this point, the rules that have been established by the new Housing Authority apply to your search. This includes rescreening (including background checks), determining the size of your voucher, the maximum amount of the payment, eligibility for voucher extensions, and a variety of other issues. It is important that you understand all of the new Housing Authority's requirements because it can affect your ability to lease a unit. If your voucher expires before you lease a unit, you will no longer be eligible for voucher assistance in VSHA's program. If you change your mind and want to return, you inform VSHA before your voucher expires.





The new Housing Authority may choose to absorb you into their program. This means that you will now be subject to all the rules and regulations of the new Housing Authority.

### ***What if You Have a Complaint or Disagreement?***

If you have a complaint about your unit, *notify your landlord in writing* - and keep a copy for yourself. If you need legal advice, call a lawyer or a Legal Aid office. If your problem still does not get resolved, call us.

If you disagree with a VSHA notice or finding, you may request an Informal Hearing by following the instructions on the Notice letter sent to you.

## **P L E A S E   A S K   Q U E S T I O N S**

### ***Your Family's Obligations***

If you accept the Housing Choice Voucher program, you and the members of your family are obligated to be good tenants and to cooperate with our office in supplying information that is accurate, truthful, and current. If you are not good tenants or fail to cooperate with our office, we can terminate your assistance and bar you from the program in the future.

Family obligations are listed on the Voucher. When you receive your Voucher, read the entire document carefully and be prepared to meet your family's obligations. If you fail to meet these obligations, you could lose your rental assistance.

### ***Are You a Victim of Housing Discrimination?***

If you believe you are a victim of housing discrimination, please contact your VSHA field representative. An example of the appropriate HUD form (903.1) can be found in the Appendix of this document.



For more information regarding tenant-landlord laws, please refer to “Renting 101”, an informational brochure produced by Vermont Tenants, Inc. You can also contact Vermont Tenants directly by calling 1-802-864-0099 or 1-800-287-7971.

Please contact your Field Representative with any questions.

VSHA will work with landlords and tenants towards a successful tenancy.

### VERMONT STATE HOUSING AUTHORITY

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## Appendices





## ***Informal Reviews and Hearings***

### **16-III.A. OVERVIEW**

When the PHA makes a decision that has a negative impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants, or for applicants denied admission because of citizenship issues, the appeal takes the form of an informal hearing.

PHAs are required to include in their administrative plans, informal review procedures for applicants, and informal hearing procedures for participants [24 CFR 982.54(d)(12) and (13)].

### **16-III.B. INFORMAL REVIEWS**

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

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

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

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

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

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

#### **PHA Policy**

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



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

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

**Scheduling an Informal Review**PHA Policy

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

The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

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

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

The person conducting the review will make a recommendation to the PHA, but the PHA is responsible for making the final decision as to whether assistance should be granted or denied.

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

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the Notice.

- The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

- The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

- If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

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

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

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



**16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]**

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

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed.

Termination of assistance for a participant may include any or all of the following:

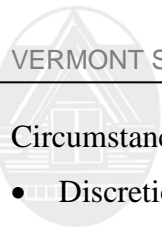
- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

**Decisions Subject to Informal Hearing**

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

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





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

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

PHA Policy

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





## **Vermont State Housing Authority**

### ***Reasonable Accommodation Policy – Housing Programs***

#### **POLICY**

The Vermont State Housing Authority complies with state and federal laws requiring housing providers to make reasonable accommodations or changes to either rules, procedures and housing units or properties, if such changes are necessary to enable a person with a disability to have equal access to and enjoyment of the unit, properties and other facilities or programs.

Reasonable accommodations will be made during the application process and during an individual's participation in our programs; provided the accommodation does not present an undue financial or administrative burden. Any accommodation or change must be necessary for the individual to have equal access and enjoyment of the housing and programs, not just be desirable.

The Authority will consider suggested accommodations from the individual and determine whether the request is reasonable from a financial and administrative point of view. If such accommodation is not reasonable, the Authority will work with the individual to provide an alternative accommodation that would meet their disability needs.

#### **DEFINITIONS**

If you have a disability and you need.....

- a change in our rules, policies, practices and how we do things that would make it easier for you to apply for or participate in our programs,
- a change or repair in your unit or a special type of unit that would make it easier for you to enjoy your home and use the facilities or take part in programs on site,
- a change or repair to some other part of the housing complex that would make it easier for you to live there and use the facilities or take part in programs on site, or
- a change in the way we communicate with you or give you information,

you can ask for this kind of change, which is called REASONABLE ACCOMMODATION.

#### **PROCEDURES**

If you can show that you have a disability and if your request is reasonable, if it is not too expensive, and if it is not too difficult to arrange, we will try to make the changes you request.

Any applicant or participant must complete a request form. If you need assistance, Authority staff will be happy to provide help.

We will review the request and give you an answer in 10 working days unless there is a problem getting all the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

#### **GRIEVANCES**

Grievances concerning compliance with VSHA's Reasonable Accommodation Policy will be handled in accordance with the Non-Discrimination Grievance Procedure.



**FORM Request for a Reasonable Accommodation****Request for Reasonable Accommodation**

Vermont State Housing Authority (VSHA) provides "Reasonable Accommodation" to applicants and/or participants with disabilities. A "Reasonable Accommodation" is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have equal access to VSHA's programs and services. The request for the accommodation must be reasonable and not an administrative or financial burden or alter the fundamental nature of the program.

If you, or anybody, in your household, has a verifiable disability and you need a reasonable accommodation, please complete this form to request the Reasonable Accommodation. All requests are reviewed on a case-by-case basis and VSHA considers all information provided. The accommodation must be for a person with a disability. To be considered disabled, a person must have a disability as described below:

- (1) a physical or mental problem that substantially limits one or more life activities (or)
- (2) having a record of such a problem (or)
- (3) being regarded as having such a problem

**1. The following member of my household has a verifiable disability as defined above:**

Name: \_\_\_\_\_ Relationship to you: \_\_\_\_\_

**2. As a result of this disability, I am requesting the following accommodation:**

- ☐ A change in my apartment or other part of the housing development. (Please specify below):
- ☐ A change in the following rule, policy, or procedure (Note that a change in how to meet the terms of the lease may be requested but the terms of the lease must be met.) (Please specify below):
- ☐ Other (For example, a change in the way VSHA communicates with you). (Please specify below):

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

**3. The request for reasonable accommodation is necessary so that I (or my family member) can (please specify):**

\_\_\_\_\_

**I authorize VSHA to verify that I (or my family member) have a disability and have the need for the specific accommodation I have requested. In order to verify this information, VSHA may contact the following qualified individual.**

*I understand that the information obtained by VSHA will be kept completely confidential and used solely to make a determination on my accommodation request*

X \_\_\_\_\_ Date \_\_\_\_\_  
PARTICIPANT/APPLICANT NAME

**VERIFICATION OF NEED BY QUALIFIED INDIVIDUAL:** The changes outlined above ARE [ ] or ARE NOT [ ] necessary to have equal access to and enjoyment of the apartment and other facilities or programs at the site (please see other side for additional information).

**SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**AGENCY/FACILITY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

12.10.18

Vermont State Housing Authority  
1 Prospect St. Montpelier VT 05602



***Notice of Rights under Vermont's Fair Housing Act***

The Vermont Fair Housing Act prohibits discriminating in the sale or rental of housing if it is done on the basis of a person's race, color, sex, age, marital status, religion, national origin, and handicap, because they intend to reside with one or more minor children, or because they are a recipient of public assistance.

"Public assistance" is defined in the law as:

[A]ny assistance provided by federal, state or local government, including medical and housing assistance.

The Section 8 Housing Choice Voucher program is a housing assistance program provided by the federal, state or local government. A landlord may refuse to accept a tenant, as long as the refusal is not based on the person's receipt of public assistance, i.e. receipt of Section 8, or any of the other protected categories listed above.

The landlord should articulate the reason for not accepting the tenancy. If it appears that the refusal is based on the prospective tenant's receipt of Section 8 housing assistance, or other protected category, it might be unlawful, unless the landlord meets one of the exemptions in the Fair Housing Act. These exemptions are as follows:

- a. If the dwelling unit is inadequate, under applicable laws and ordinances relating to occupancy, to house all persons who intend to live there;
- b. If the dwelling unit is in a building with three or fewer units and the owner or a member of the owner's immediate family resides in one of the units;
- c. If the person seeking to rent is under the age of majority;
- d. If the landlord has established, and is enforcing, legitimate business practices necessary to protect and manage the rental property, such as the use of references.

If you have any questions about the Fair Housing Act, or how it might apply to you, you can contact the Vermont Human Rights Commission in writing at: P.O. Box 997, Montpelier, VT 05602, or by telephone: 828-2480 (voice and TDD). You can also consult with your own private attorney.





## ***S a m p l e - V o u c h e r***



**Voucher**  
**Housing Choice Voucher Program**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian HousingOMB 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	5. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date 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.





## Sample-Voucher (Con't)

### 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.

### 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.





## Sample-Voucher (Con't)

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.





## Sample - Request for Tenancy Approval

### 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 <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		
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					

Previous editions are obsolete

1

HUD-52517 (7/2019)



**Sample - Request for Tenancy Approval (con't)****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		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)





## Sample - Tenancy Addendum

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

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

OMB Approval No. 2577-0169  
exp. 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.***Sample Tenancy Addendum (con't)***



**Sample - Tenancy Addendum (cont.)**

- 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).





***S a m p l e - T e n a n c y A d d e n d u m*** (cont.)



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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

#### 10. Eviction by court action

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

#### 11. Owner notice of grounds

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

#### 12. Lease: Relation to HAP Contract

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

#### 13. PHA Termination of Assistance

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

#### 14. Family Move Out

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

#### 15. Security Deposit

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

#### 16. Prohibition of Discrimination

In accordance with applicable 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.



Sample - Housing Discrimination Complaint

# Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your  
housing rights...you may have  
experienced unlawful discrimina-  
tion.



U.S. Department of Housing and Urban Development



**Sample - Housing Discrimination Complaint** (cont.)**WHERE TO MAIL YOUR FORM OR  
INQUIRE ABOUT YOUR CLAIM**

**For Connecticut, Maine, Massachusetts,  
New Hampshire, Rhode Island, and Vermont:**  
**NEW ENGLAND OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Thomas P. O'Neill, Jr. Federal Building  
10 Gauseway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8330 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: [Complaints\\_office\\_01@hud.gov](mailto:Complaints_office_01@hud.gov)

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

**For Delaware, District of Columbia, Maryland,  
Pennsylvania, Virginia, and West Virginia:**  
**MID-ATLANTIC OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107  
Telephone (215) 656-0663 or 1-888-799-2885  
Fax (215) 656-3419 • TTY (215) 656-3450  
E-mail: [Complaints\\_office\\_03@hud.gov](mailto:Complaints_office_03@hud.gov)

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-  
sippi, North Carolina, South Carolina, and Tennessee:**  
**SOUTHEAST/CARIBBEAN OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2808  
Telephone (404) 331-5140 or 1-800-440-8091  
Fax (404) 331-1021 • TTY (404) 730-2654  
E-mail: [Complaints\\_office\\_04@hud.gov](mailto:Complaints_office_04@hud.gov)

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

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:**  
**SOUTHWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5990 or 1-888-560-8913  
Fax (817) 978-5836 or 5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto:Complaints_office_06@hud.gov)

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

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

**For Arizona, California, Hawaii, and Nevada:**  
**PACIFIC/HAWAII OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
609 Harrison Street, Third Floor  
San Francisco, CA 94107-1380  
Telephone (415) 489-6524 or 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 436-6504  
E-mail: [Complaints\\_office\\_09@hud.gov](mailto:Complaints_office_09@hud.gov)

**For Alaska, Idaho, Oregon, and Washington:**  
**NORTHWEST/ALASKA OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-8246  
Fax (206) 220-5447 • TTY (206) 220-5185  
E-mail: [Complaints\\_office\\_10@hud.gov](mailto:Complaints_office_10@hud.gov)

**If after contacting the local office nearest you, you still have ques-  
tions – you may contact HUD further at:**  
U.S. Dept. of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 7th Street, S.W., Room 5204  
Washington, DC 20410-2000  
Telephone (202) 708-0836 or 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275

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



**Sample - Housing Discrimination Complaint** (cont.)

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PLACE  
POSTAGE  
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.





**Sample - Housing Discrimination Complaint** (cont.)**HOUSING DISCRIMINATION INFORMATION**

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

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

Your Name \_\_\_\_\_  
Your Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Best time to call \_\_\_\_\_ Your Daytime Phone No \_\_\_\_\_ Evening Phone No \_\_\_\_\_

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

Contact's Name \_\_\_\_\_ Best Time to call \_\_\_\_\_  
Daytime Phone No \_\_\_\_\_ Evening Phone No \_\_\_\_\_  
Contact's Name \_\_\_\_\_ Best Time to call \_\_\_\_\_  
Daytime Phone No \_\_\_\_\_ Evening Phone No \_\_\_\_\_

**What happened to you?**

How were you discriminated against?

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

State briefly what happened.



**Sample - Housing Discrimination Complaint** (cont.)**HOUSING DISCRIMINATION INFORMATION**Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development    Office of Fair Housing and Equal Opportunity**2 Why do you think you are a victim of housing discrimination?**

Is it because of your:

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

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

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

**3 Who do you believe discriminated against you?**

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

Identify who you believe discriminated against you.

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

Did it occur at a bank or other lending institution?

Provide the address.

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

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

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

Enter the date

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

Is the alleged discrimination continuing or ongoing?

Yes No \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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



**Sample - Housing Discrimination Complaint** (cont.)**It is Unlawful to Discriminate in Housing Based on These Factors...**

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

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

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

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

Keep this information for your records.Date you mailed your information to HUD: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Address to which you sent the information:

Office \_\_\_\_\_

Telephone \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

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

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





## ***Sample - Housing Discrimination Complaint*** (cont.)

### **ARE YOU A VICTIM OF HOUSING DISCRIMINATION?**

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

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

Alphonso Jackson  
Secretary

### **HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?**

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

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



**Sample - Housing Choice Voucher Assistance Estimator**

Housing Choice Voucher - ASSISTANCE ESTIMATOR	
<b>Enter Data</b>	
Family Name	_____
Monthly Adjusted Income	_____
Payment Standard	_____
TTP	_____
Utility Allowance	_____
Rent to Owner	_____
<b>Calculations</b>	
Gross Rent (Rent to Owner + Utility Allowance)	_____
Actual Payment Standard (Lower of Payment Standard and Gross Rent)	_____
Maximum Subsidy (Actual Payment Standard - TTP)	_____
Gross Rent Less Maximum Subsidy (Gross Rent - Maximum Subsidy)	_____
Gross Rent Less Contribution (Gross Rent - Gross Rent Less Maximum Subsidy)	_____
Total Voucher Subsidy (Lower of Maximum Subsidy and Gross Rent Less Contribution)	_____
<b>Totals</b>	
HAP to Owner (Lower of Rent to Owner and Total Voucher Subsidy)	_____
Family Rent to Owner (Rent to Owner - HAP to Owner)	_____
UR to Tenant (Total Voucher Subsidy - HAP to Owner)	_____
Total Family Contribution (Gross Rent Less Maximum Subsidy)	_____
Percentage of Adjusted Income (Total Family Contribution ÷ Monthly Adjusted Income)	_____
<b>Maximum Amounts</b>	
Maximum Family Contribution (Monthly Adjusted Income x .40)	_____
Maximum Rent to Owner	_____





# MAPS



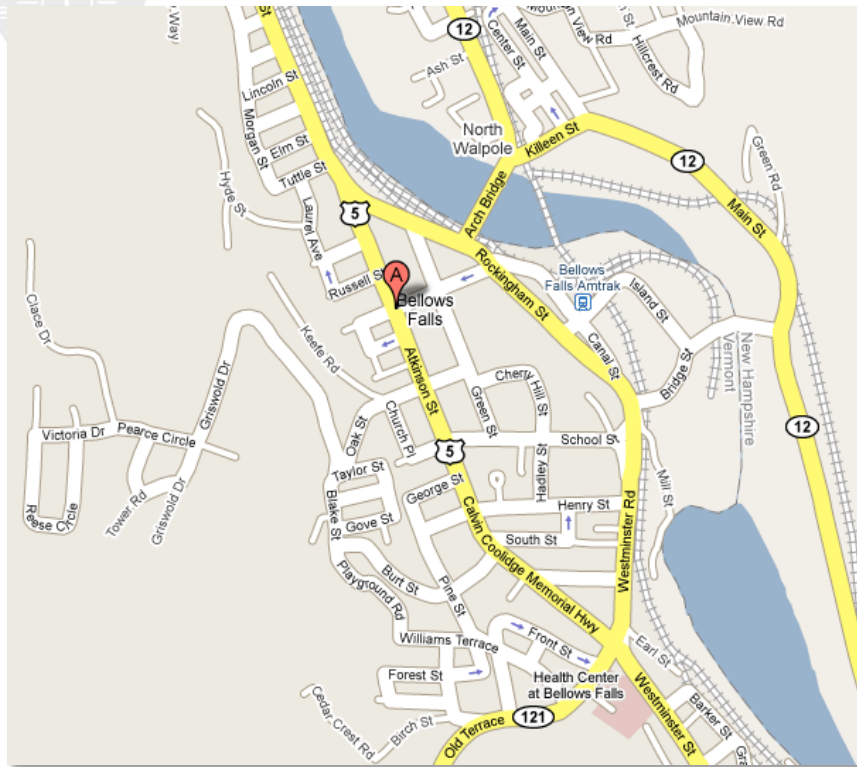


## Vermont County Map





**Bellows Falls**



**Referrals:  
Potential Landlords**




**Street View**

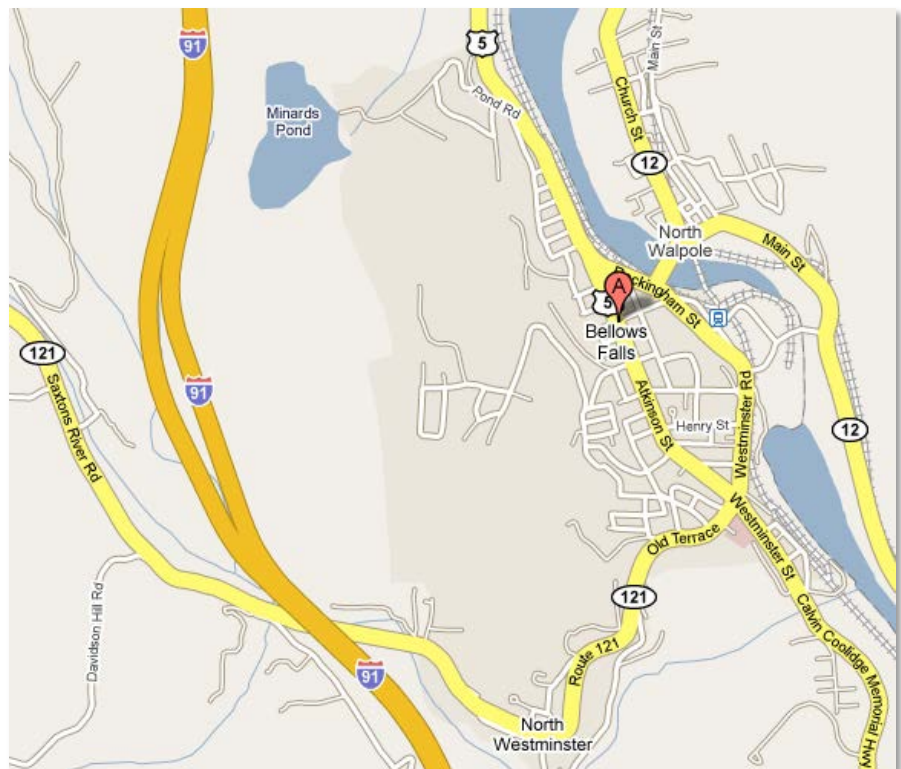
**BELLOWS FALLS**

**Region View**

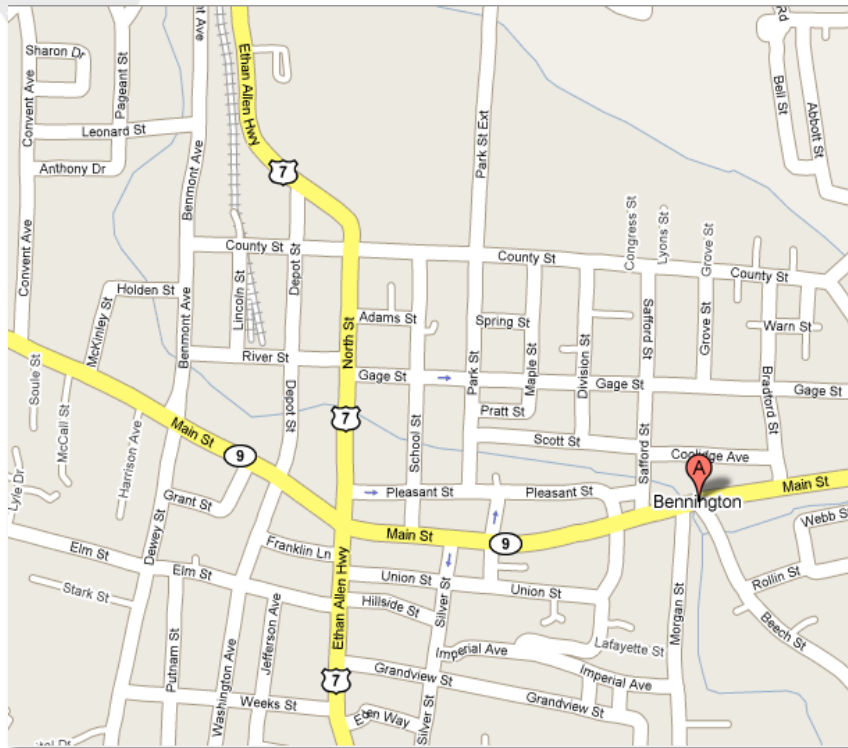


**Referrals:  
Potential Landlords**

S.L. Moore
802-463-3875
Perry Paolantonio
802-579-6271







**Referrals:  
Potential Landlords**

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**Street View**

**BENNINGTON**

**Region View**

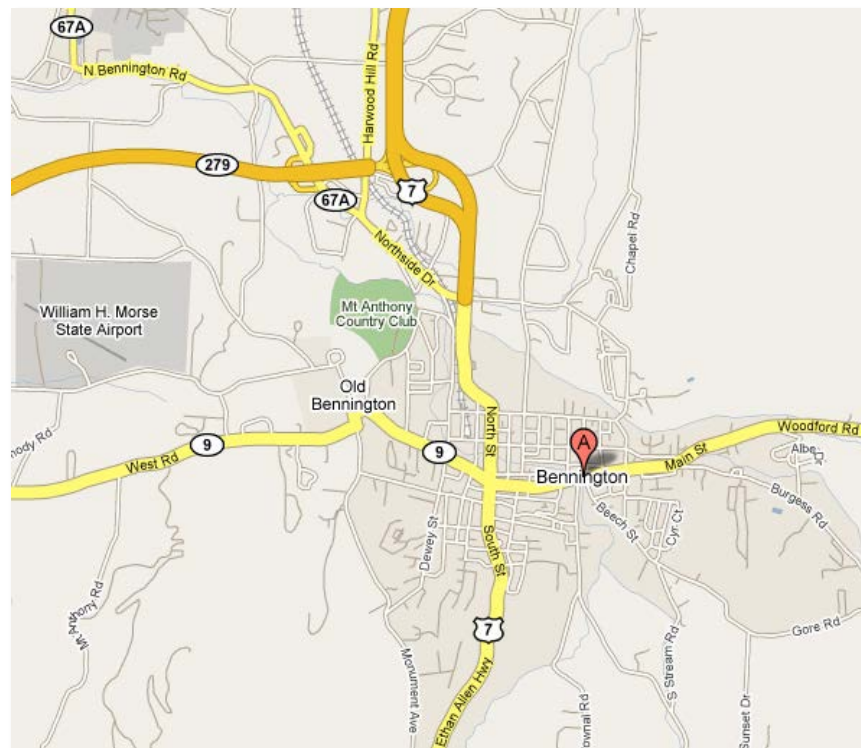


**Referrals:  
Potential Landlords**

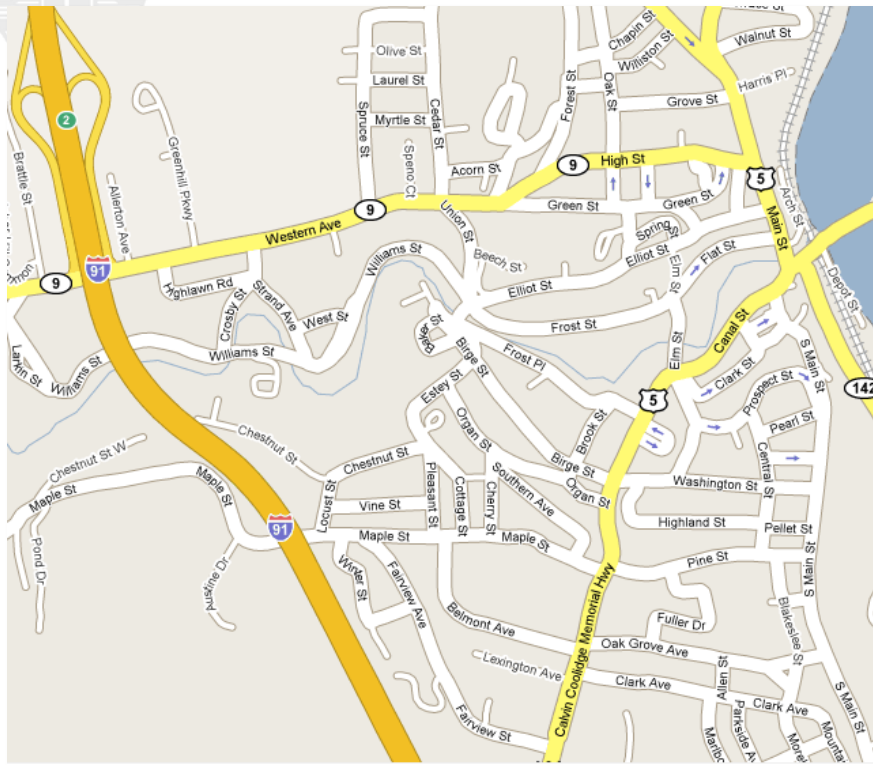
Shires Housing  
802-442-8139

Peter Cross  
802-442-6033

Jon Hale  
802-379-5882







**Referrals:  
Potential Landlords**

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**Street View**

**BRATTLEBORO**

**Region View**

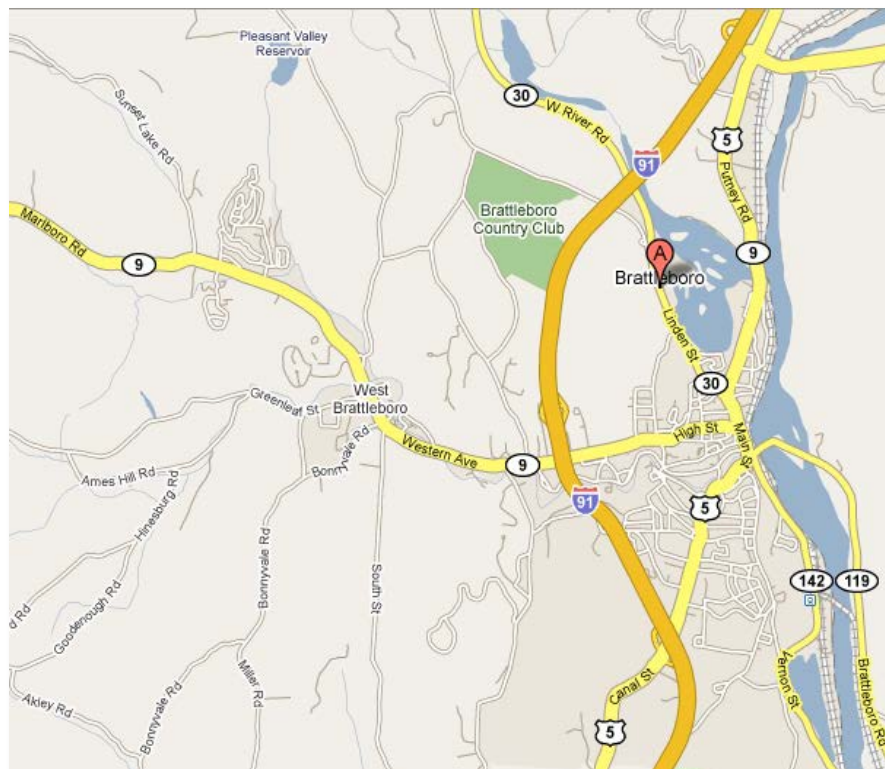


**Referrals:  
Potential Landlords**

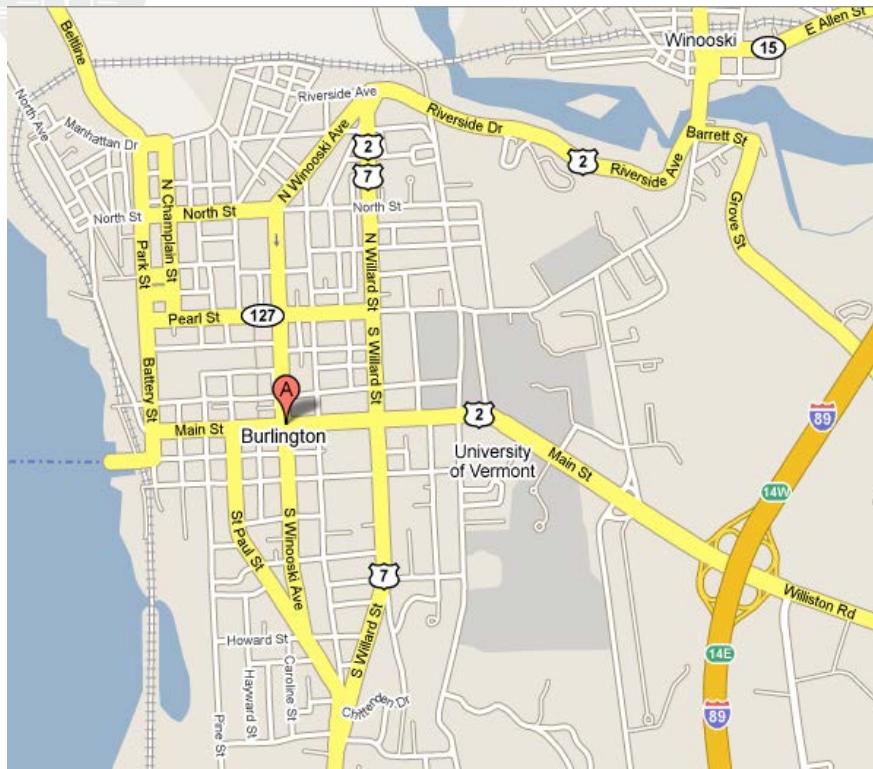
Jason Cooper Management  
802-254-6200

Bob Remy Powers  
802-254-2111

Windham/Windsor Housing  
802-254-4604







**Referrals:  
Potential Landlords**

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**Street View**

## BURLINGTON

**Region View**



**Referrals:  
Potential Landlords**

Champlain Housing Trust

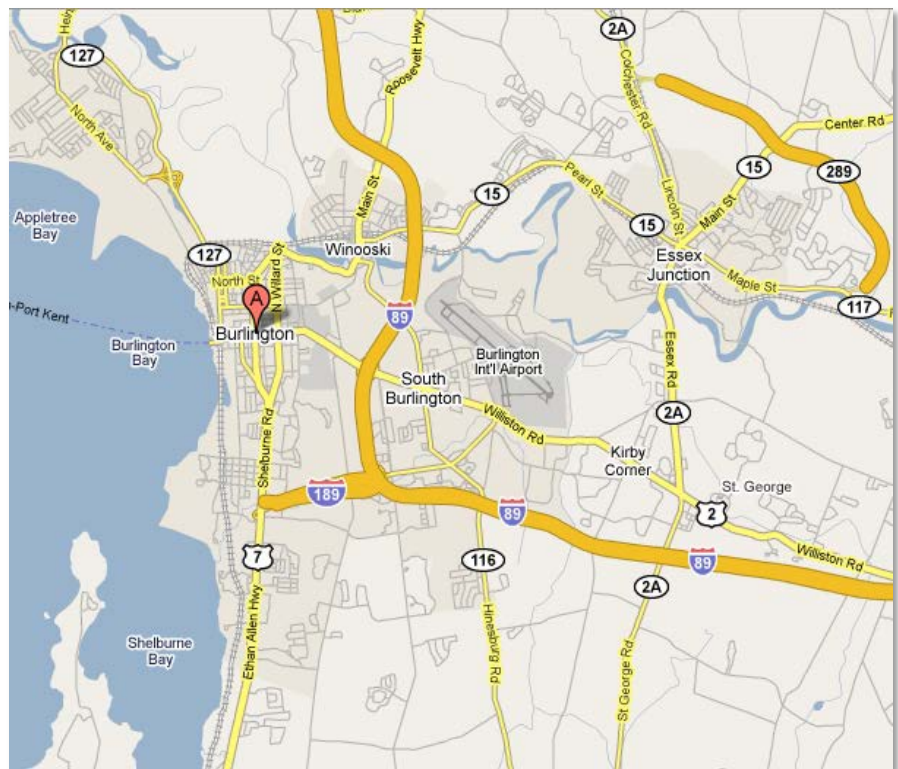
802-862-6244

Strongwill Property Mgmt.

802-922-1867

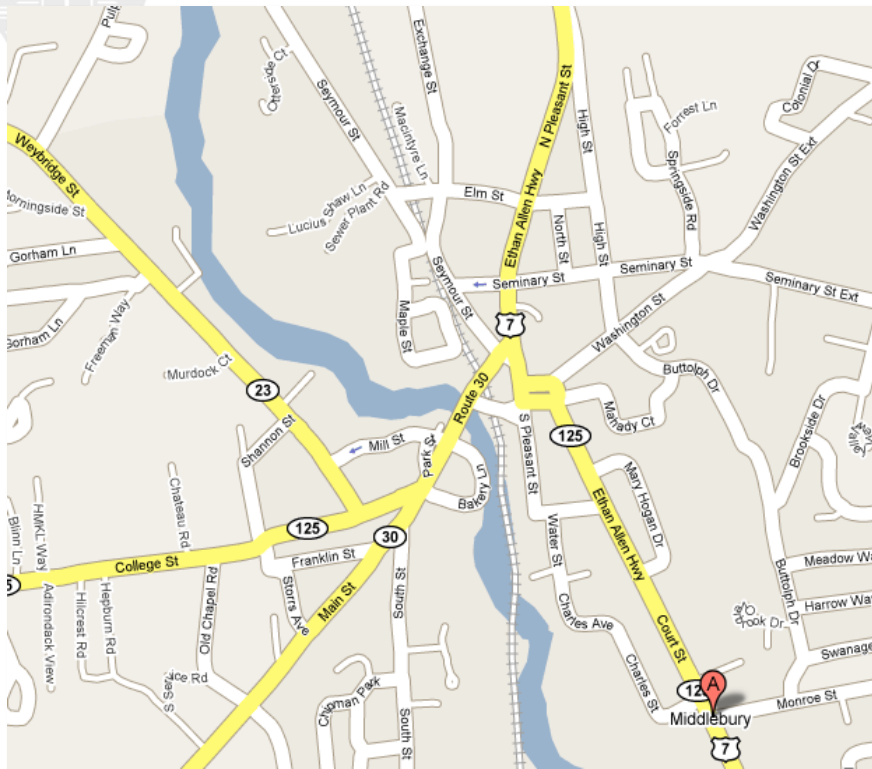
Handy Property Rentals

802-862-8553 x206





Middlebury



**Referrals:  
Potential Landlords**

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**Street View**

**MIDDLEBURY**

**Region View**



**Referrals:  
Potential Landlords**

Addison Co Community Trust

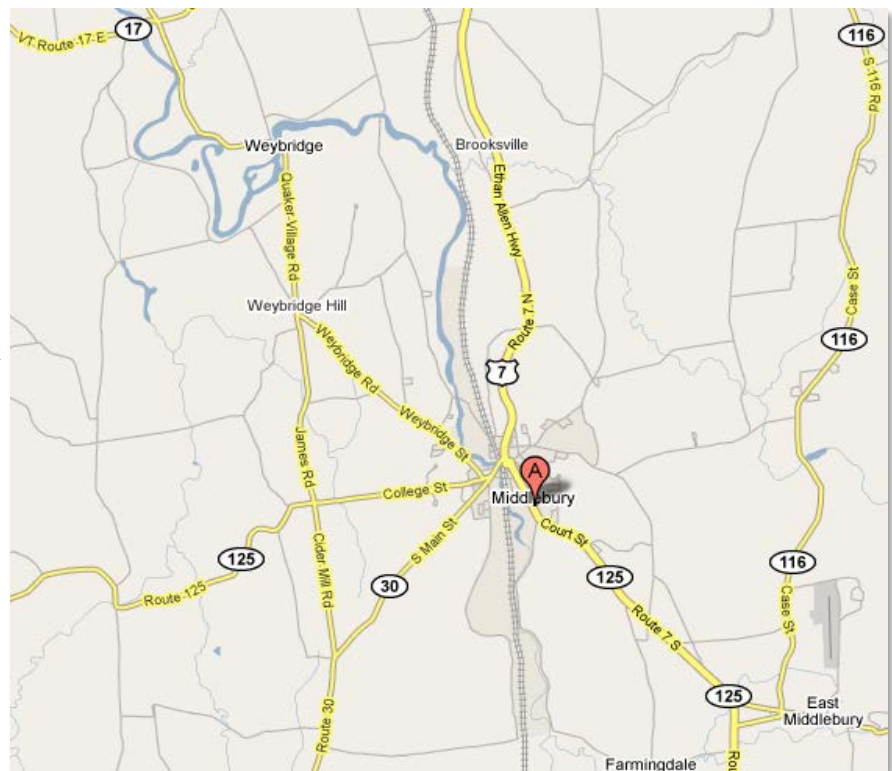
802-877-2626

Champlain Housing Trust

802-862-6244

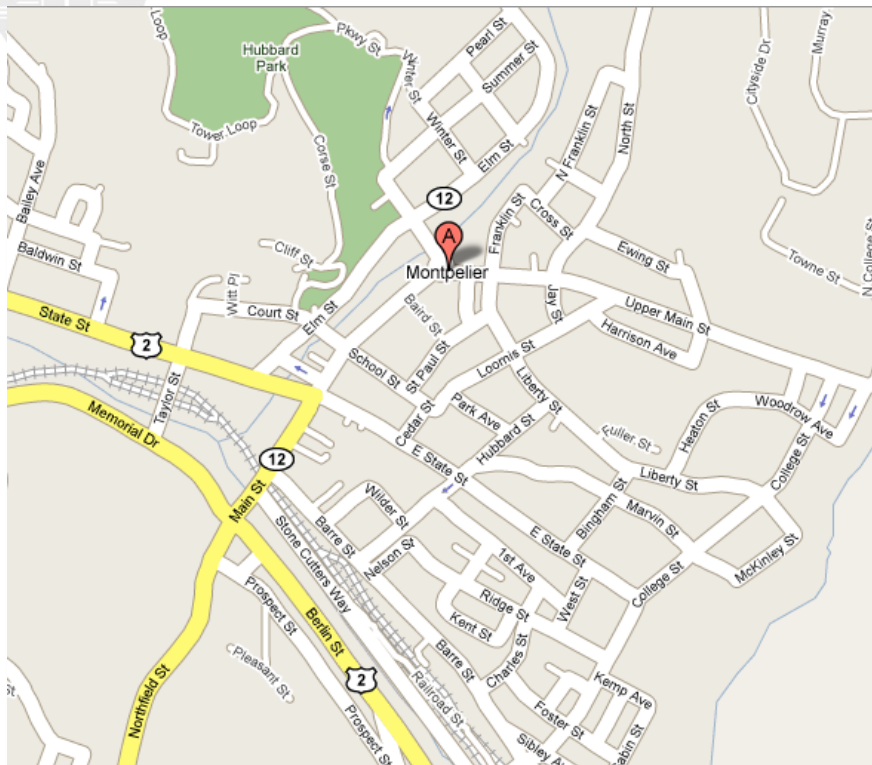
John Graham Shelter

802-877-2677





Montpelier



**Referrals:  
Potential Landlords**




**Street View**

**MONTPELIER**

**Region View**



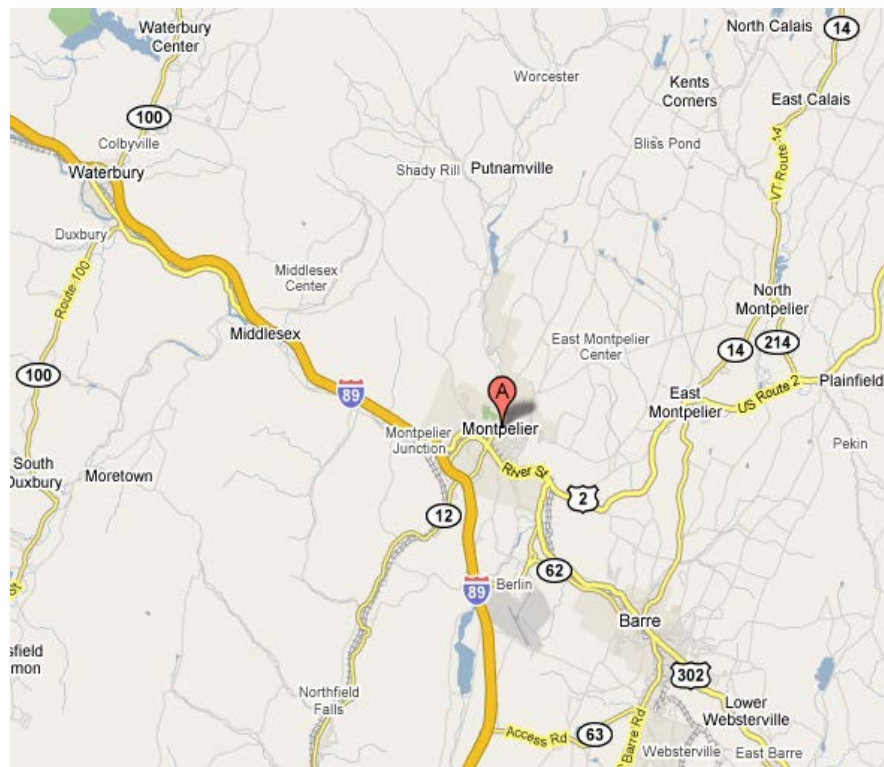
**Referrals:  
Potential Landlords**

Central VT Community  
Land Trust – 802-476-4493

**BARRE AREA:**

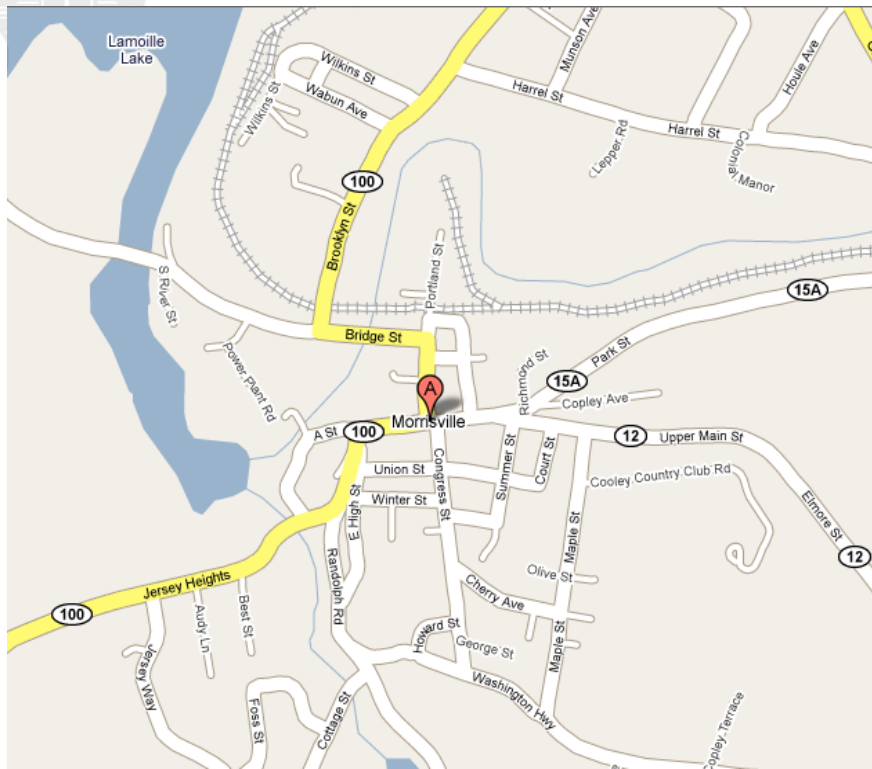
Oliver Twombly  
802-249-1678

Gordon Jarvis  
802-598-5333





Morrisville



**Referrals:  
Potential Landlords**




**Street View**

**MORRISVILLE**

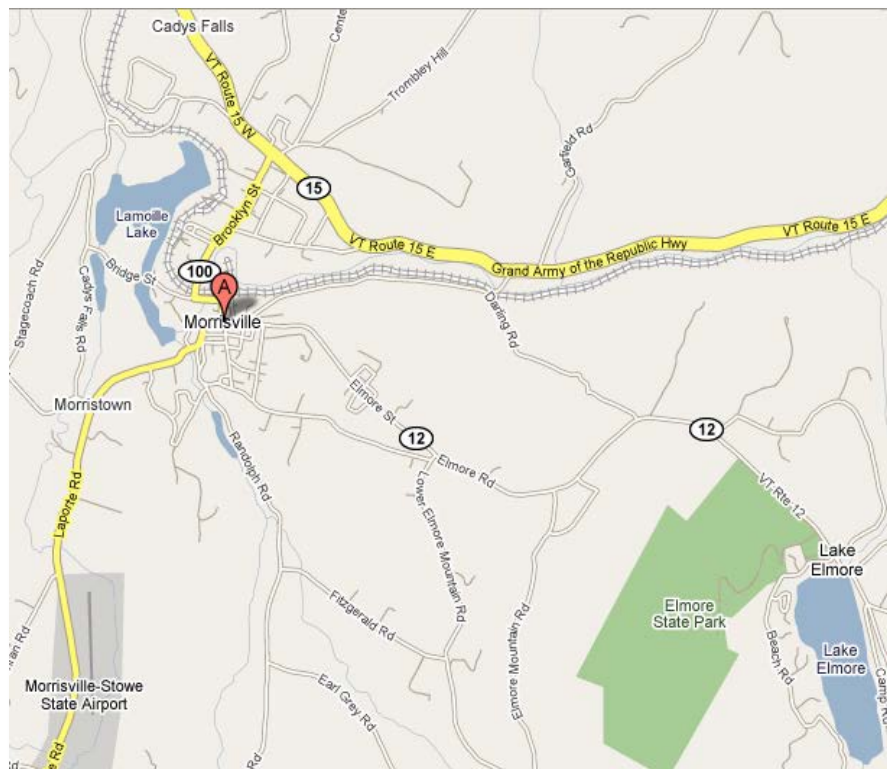
**Region View**



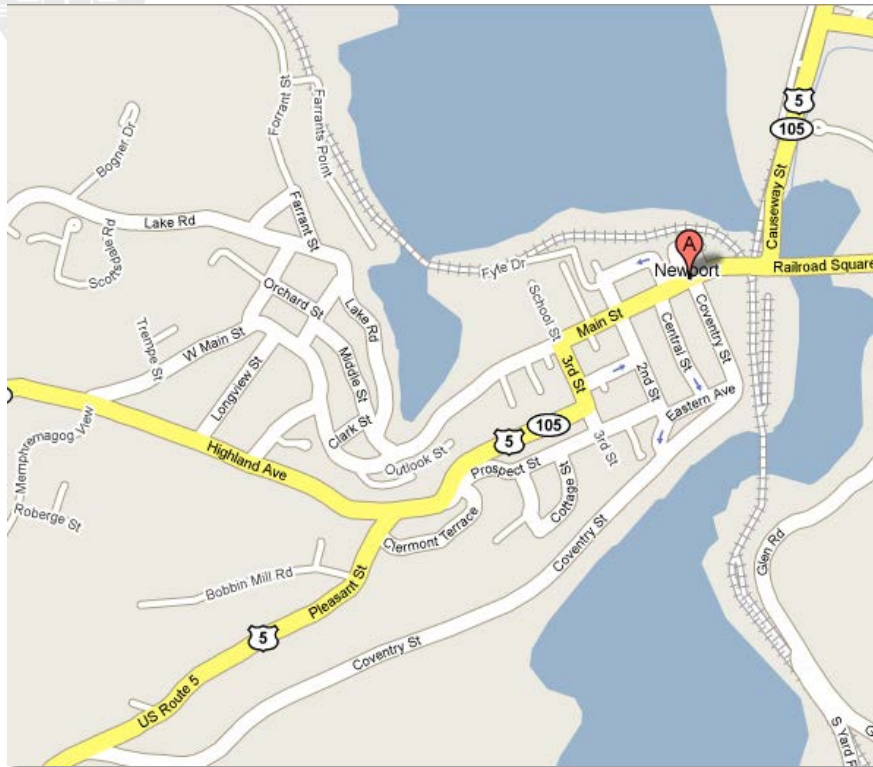
**Referrals:  
Potential Landlords**

Demars Properties  
802-888-4583

Alliance Management  
802-899-3400







**Referrals:  
Potential Landlords**




**Street View**

**NEWPORT**

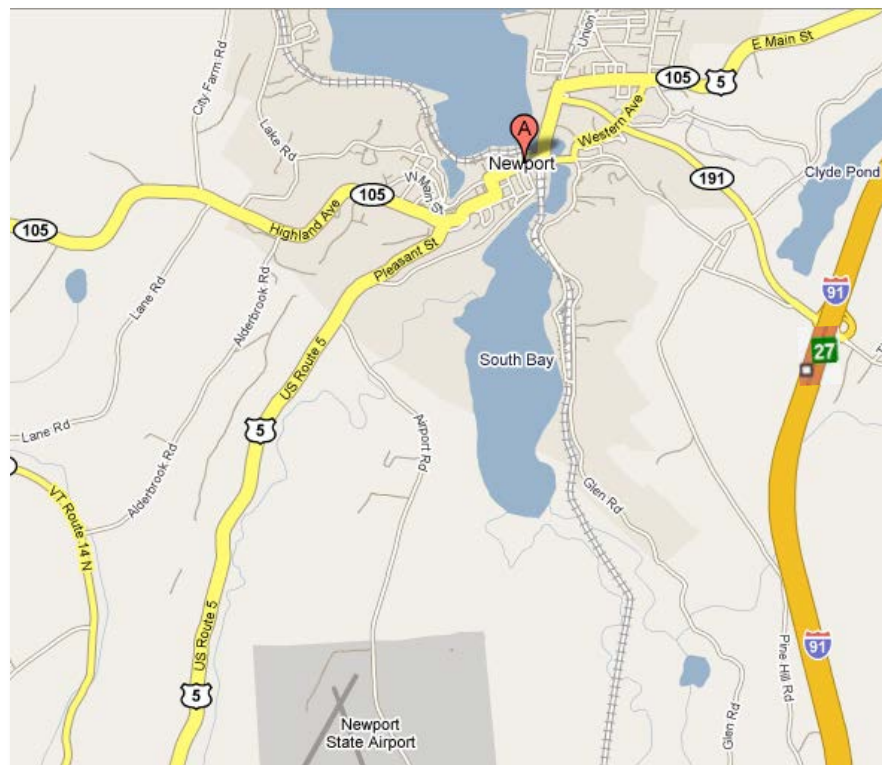
**Region View**



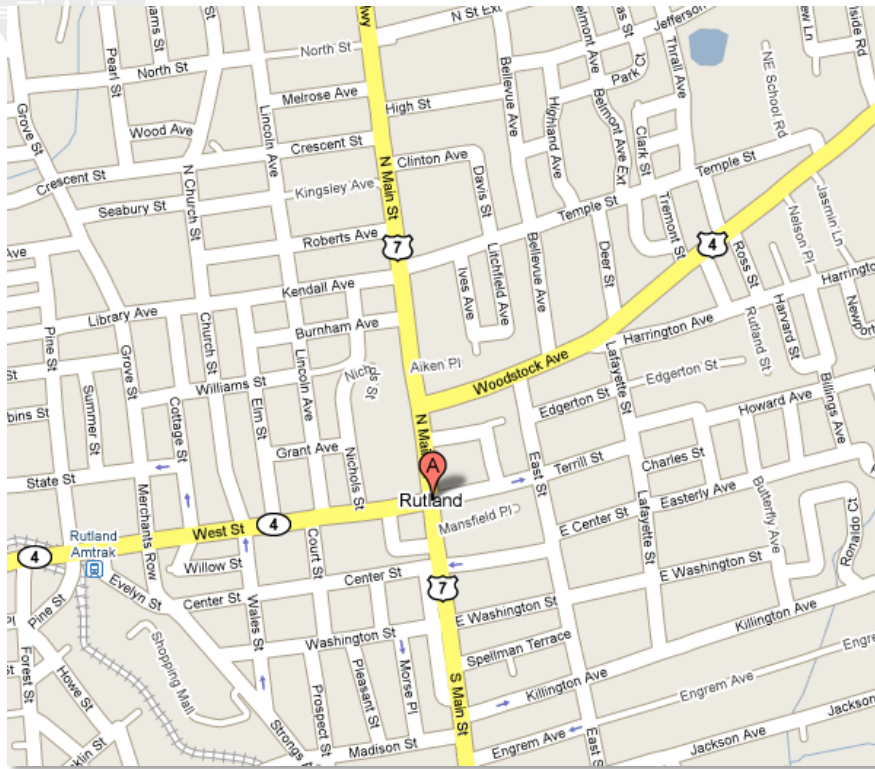
**Referrals:  
Potential Landlords**

Memphremagog Rentals  
802-334-8480

Kingdom Property  
802-487-9078





**Referrals:  
Potential Landlords**


**Street View**

**RUTLAND**

**Region View**



**Referrals:  
Potential Landlords**

Giancola Rentals

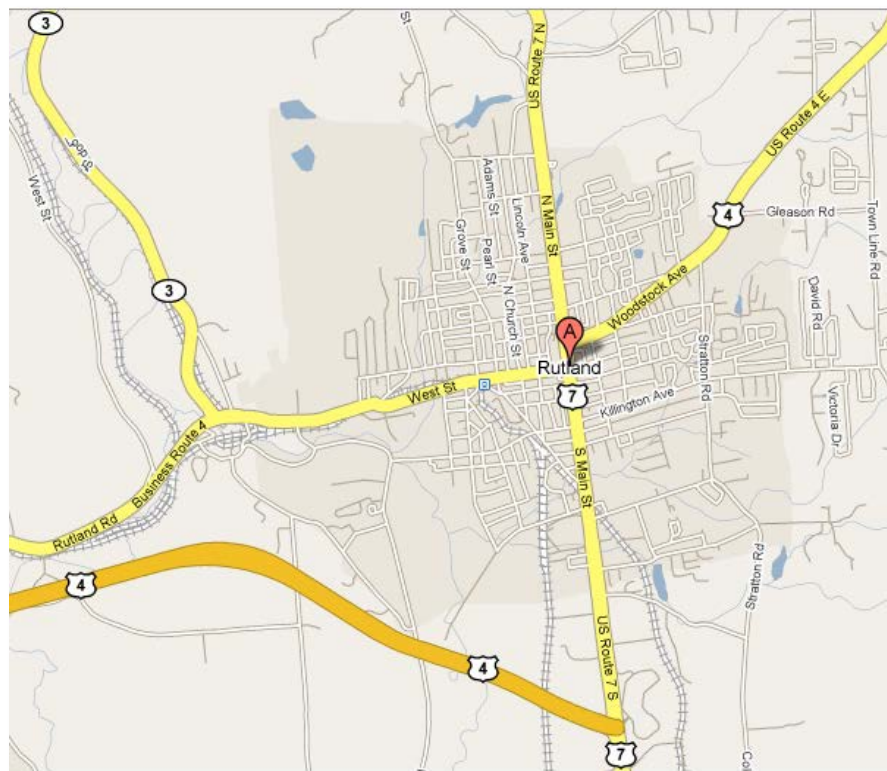
802-773-6251

Rutland Housing Trust

802-773-6251

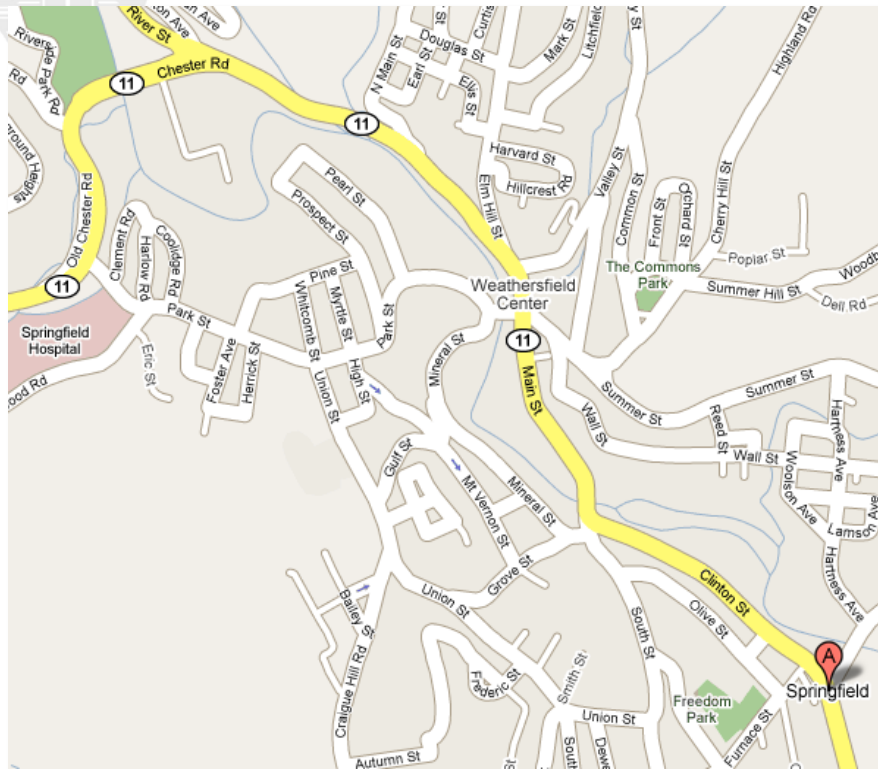
FVCCI Company

802-773-9107





Springfield



**Referrals:  
Potential Landlords**

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**Street View**

**SPRINGFIELD**

**Region View**



**Referrals:  
Potential Landlords**

Springfield Housing Unlimited  
802-885-4453

Stewart Property Mgmt.  
802-885-7885

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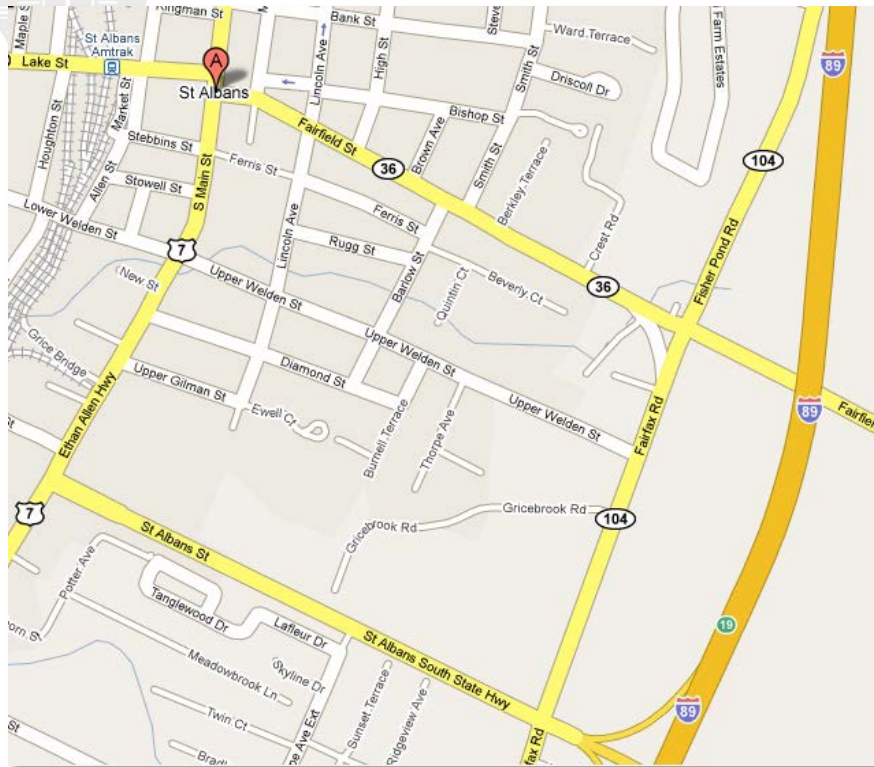
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**Referrals:  
Potential Landlords**




**Street View**

**ST. ALBANS**

**Region View**



**Referrals:  
Potential Landlords**

Champlain Housing Trust

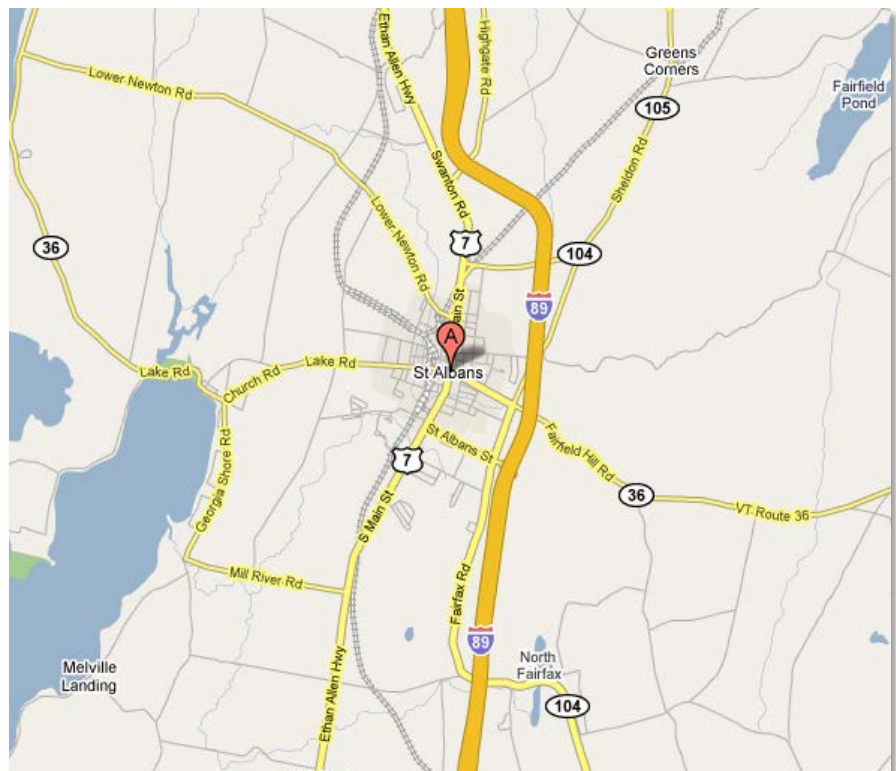
802-527-2361

Paul Campion

802-735-3089

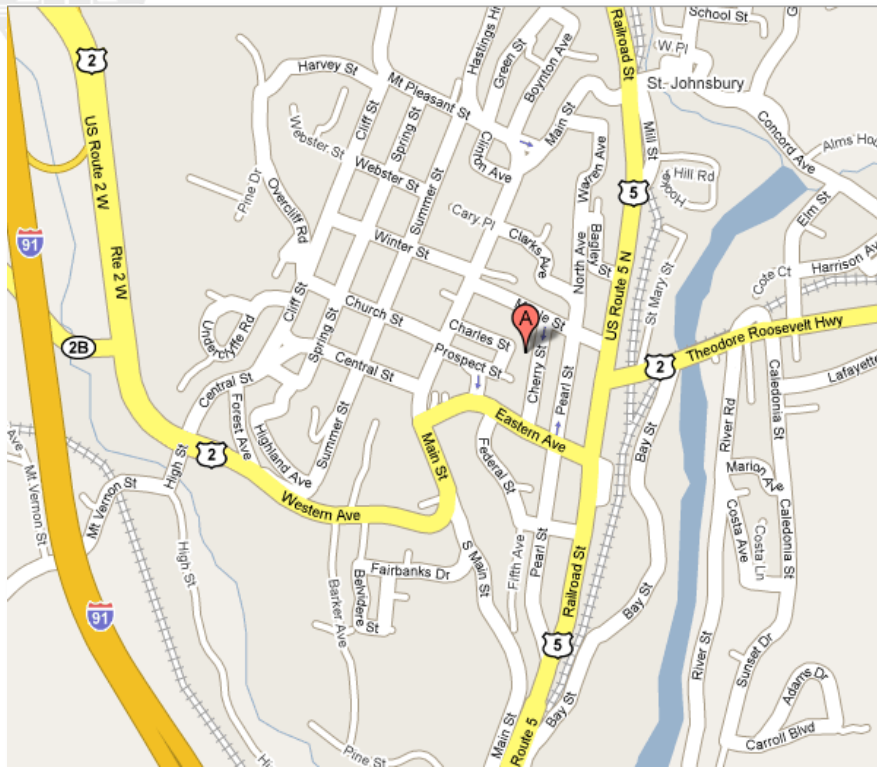
Bove Realty

802-782-8327





St. Johnsbury



**Referrals:  
Potential Landlords**




**Street View**

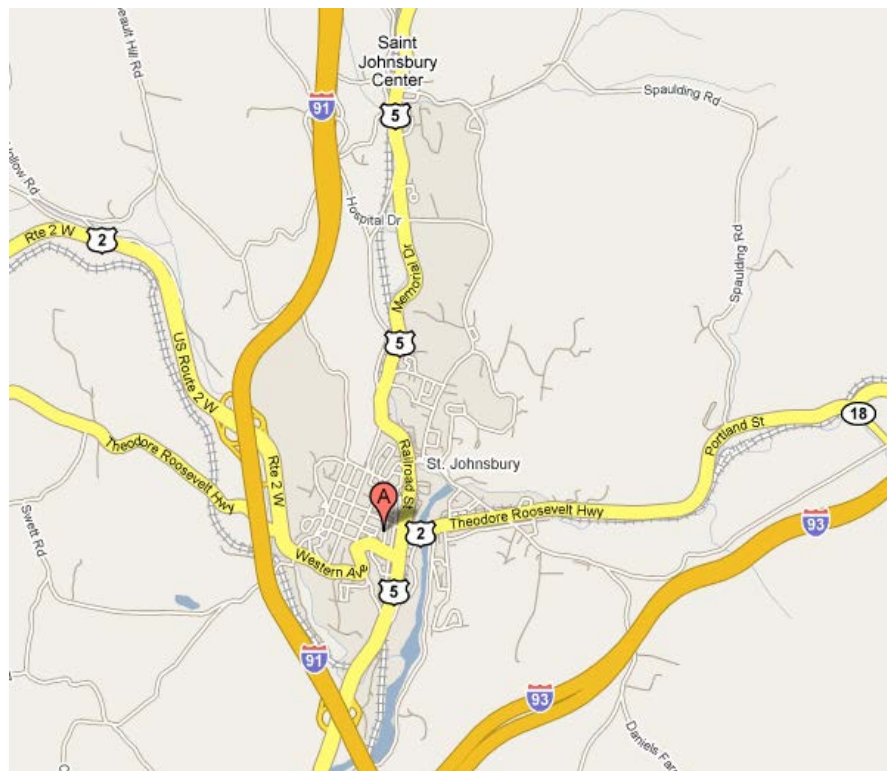
**ST. JOHNSBURY**

**Region View**



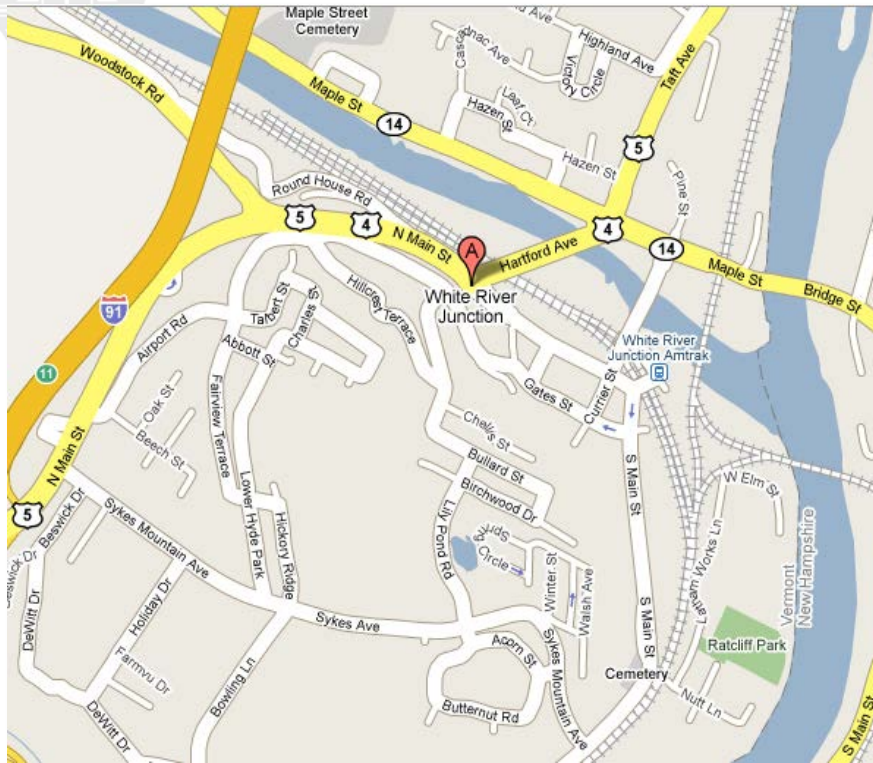
**Referrals:  
Potential Landlords**

Memphremagog Rentals
802-334-8480
Rural Edge
802-535-3555
E. P. Management
802-775-1100





## White River Junction



### Referrals: Potential Landlords




### Street View

## WHITE RIVER JUNCTION

### Region View



### Referrals: Potential Landlords

Pentagon Property Mgmt.  
603-448-6161

Twin Pines Housing Trust  
802-291-7000





**CHECK APPROPRIATE BOX BELOW:**

Effective Date	_____	
Family Name	_____	Phone _____
Mailing Address	_____	
Rental Unit Address	_____	
Owner Name	_____	Phone _____
Owner Address	_____	
Owner Number	_____	Owner ID # _____

Family Name:	Number of bedrooms per PHA Occupancy Standard:	#BRs Leased:
<b>MAXIMUM HOUSING VOUCHER SUBSIDY = LESSER OF:</b>		
1) Applicable Payment Standard: A) Gross Rent _____ or B) Payment Standard _____		1) _____
2) TTP		2) - _____
3) Maximum Subsidy: Payment Standard (#1) minus TTP (#2)		3) = _____
<b>TOTAL FAMILY CONTRIBUTION (TFC) &amp; TOTAL SUBSIDY</b>		
Gross Rent Calculation		
4) Rent to Owner		4) _____
5) Utility Allowance (for utilities not included)		5) + _____
6) Gross Rent: Rent to Owner (#4) plus Utility Allowance (#5)		6) = _____
7) Total Family Contribution: Gross Rent (#6) _____ minus Maximum Subsidy (#3) _____		7) _____
8) Total Voucher Subsidy: Lesser of: Gross Rent (#6) _____ minus TFC (#7) _____ = _____; OR Maximum Voucher Subsidy (#3)		8) _____
<b>HOUSING ASSISTANCE PAYMENT AND UTILITY REIMBURSEMENT</b>		
9) Housing Assistance Payment (HAP) to Owner: Lesser of: Total voucher subsidy (#8) _____ or Rent to Owner (#4) _____		9) _____
10) Utility Reimbursement to Family Total voucher subsidy (#8) _____ minus HAP (#9) _____		10) _____
<b>TENANT RENT</b>		
11) Tenant rent: Rent to owners (#4) _____ minus HAP (#9) _____		11) _____
12) Accuracy Check Tenant rent _____ plus UA _____ = _____ minus URP _____ = 12) _____		(Same as line 7)
<b>AFFORDABILITY CHECK (new admissions &amp; moves)</b>		
Monthly adjusted income: Times 0.40 = _____ TFC (#7) = _____		Rent is affordable Y _____ N _____ (40% of MAI) (cannot be more than 40% of the MAI)

Vermont State Housing Authority  
March 22, 2016



# Allowances for Tenant-Furnished Utilities and Other Services – Single-Family

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
exp. 7/31/2022

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

Locality/PHA Vermont State Housing Authority		Unit Type Single Family						Date 12/01/2019
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	80	98	116	134	152	152	
	Bottled Gas	84	118	152	186	220	220	
	Electric	140	148	156	164	172	172	
	Kerosene	148	161	173	185	197	209	
	Fuel Oil	100	142	184	226	268	268	
	Wood	139	139	144	149	154	154	
Cooking	Natural Gas	3	4	4	5	6	6	
	Bottled Gas	4	5	6	7	8	8	
	Electric	7	8	10	11	13	13	
	Other							
Other Electric		12	30	47	64	81	81	
Air Conditioning								
Water Heating	Natural Gas	33	40	48	56	64	64	
	Bottled Gas	46	57	68	79	90	90	
	Electric	12	30	47	64	81	81	
	Fuel Oil	45	63	80	98	115	115	
Water								
Sewer								
Trash Collection		11	11	11	11	11	11	
Other – specify								
Range/Microwave								
Refrigerator								
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Unit Address					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
Number of Bedrooms					Refrigerator			
					Total			

Previous versions are obsolete.

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Form HUD-52667 (7/2019)



# Allowances for Tenant-Furnished Utilities and Other Services – Multi-Family

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
exp. 7/31/2022

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

Locality/PHA Vermont State Housing Authority		Unit Type Multi Family						Date (mm/dd/yyyy) 12/1/2019
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	56	73	91	109	127	127	
	Bottled Gas	27	61	95	129	163	163	
	Electric	77	85	93	101	109	109	
	Fuel Oil	83	125	167	209	251	251	
Cooking	Natural Gas	3	4	4	5	6	6	
	Bottled Gas	4	5	6	7	8	8	
	Electric	7	8	10	11	13	13	
Other Electric		9	26	43	61	78	78	
Air Conditioning								
Water Heating	Natural Gas	11	19	27	35	43	43	
	Bottled Gas	16	27	38	49	60	60	
	Electric	9	26	43	61	78	78	
	Fuel Oil	22	40	57	75	92	92	
Water								
Sewer								
Trash Collection		11	11	11	11	11	11	
Other – specify								
Range/Microwave								
Refrigerator								
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
Number of Bedrooms					Other			
					Range/Microwave			
					Refrigerator			
					Total			

Previous versions are obsolete.

1

Form HUD-52667 (7/2019)





## Voucher Payment Standards – 12/1/2017

VERMONT STATE HOUSING AUTHORITY - Voucher Payment Standards - EFFECTIVE 12/1/2019

FMR Area Name	County or Town	0 bedroom	1 bedroom	2 bedroom	3 bedroom	4 bedroom	Comments
Addison County, VT	All towns	730	878	1015	1367	1609	unchanged from FY19
Bennington County, VT	All towns	763	873	995	1275	1330	
Burlington-South Burlington, VT MSA	Chittenden County towns of Bolton, town, Buels gore, Burlington city, Charlotte town, Colchester town, Essex town, Hinesburg town, Rutland town, Jericho town, Milton town, Richmond town, St. George town, Shelburne town, South Burlington city, Underhill town, Westford town, Williston town, Winooski city	934	1134	1464	1885	2127	NO change from 2019
Franklin County MSA	All towns	927	1101	1416	1777	1918	
Grand Isle County MSA	All towns	934	1134	1464	1885	2127	
Caledonia County, VT	All towns	662	800	900	1150	1200	Increases in 1, 2, & 3 bdrm PS
Essex County, VT	All towns	548	630	730	1040	1059	increase in 2 & 3 bdrm PS
Lamoille County, VT	All towns	825	913	1146	1428	1533	
Orange County, VT	All towns	762	773	989	1263	1427	No Change from 2019
Orleans County, VT	All towns	370	730	830	1030	1063	increase in 2 & 3 bdrm PS
Rutland County, VT	All towns	738	836	989	1305	14098	increase in all PS
Washington County, VT	All towns except exception towns	737	863	1088	1389	1687	No change from 2019
Washington County EXCEPTION AREA	Waterbury, Waterbury Center, Duxbury, Moretown, Waltsfield, Fayston, Warren, and Berlin	830	911	1199	1494	1738	Decrease in 0 BR, increase for 1, 2, 3, 4
Windham County, VT	All towns	730	866	1088	1318	1585	unchanged from FY19
Windsor County, VT	All towns except exception towns	732	825	1020	1384	1535	unchanged from FY19
Windsor County EXCEPTION AREA	Town of Hartford, South Royalton, Norwich, Woodstock, Chester, Ludlow, and Proctorsville	732	880	1086	1472	1684	4 bedroom decreased - all others remained the same

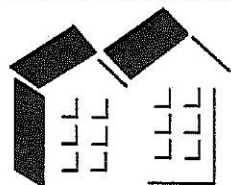


## What You Should Know About EIV



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## What You Should Know About EIV (cont.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/pih/eiv.cfm>.

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

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

February 2010



**FAMILY CERTIFICATION OF BRIEFING**

**Instructions to the Family:** This form must be completed and turned in at the conclusion of the briefing.

This is to certify that on this date I have completed a Family Briefing for the SECTION 8 VOUCHER PROGRAM.

- ☐ I have received the Briefing Booklet and the contents have been explained in detail to me by a Housing Authority Representative. I understand that should I need a further explanation of any or all of these items, it is always available to me in person, by telephone, or in writing.
- ☐ I have been issued a HOUSING CHOICE VOUCHER. It is my responsibility to locate suitable and eligible housing before the expiration of my voucher and to notify the Housing Authority if I am having difficulty. If I lived in the jurisdiction of the Vermont State Housing Authority when I applied for the Housing Choice Voucher, I can use the voucher to find housing anywhere in the United States under the portability provision and according to the policies of Vermont State Housing Authority. I understand the rules of the program and will comply with them as long as I participate in the program.
- ☐ I have been issued a voucher to be used in a specific PROJECT-BASED subsidized apartment. This means that as long as I live in the PROJECT-BASED apartment and continue to qualify for rental assistance my rent will be subsidized. Depending on how the property is funded, following one year of tenancy, and provided that I remain a tenant in good standing, I can request a voucher to move (**IF FUNDS ARE AVAILABLE**) or I can be placed on the waiting list for a Housing Choice Voucher.
- ☐ I have been issued a voucher through the Youth in Transition Program and have been informed of time limitations and procedures for possible continued assistance.

**DOCUMENTS PROVIDED TO ME IN THE BRIEFING PACKET**

The following documents have been provided to me on this date:  
(Check the documents you received)

<input type="checkbox"/>	Information of Weatherization Program
<input type="checkbox"/>	Lead Based Paint Brochure
<input type="checkbox"/>	HUD Booklet "Good Place to Live"
<input type="checkbox"/>	"Renting in VT" brochure

<input type="checkbox"/>	List of Owners from Field Rep at Delivery (Tenant Based Voucher)
<input type="checkbox"/>	Landlord Certification Regarding Status of Tenancy
<input type="checkbox"/>	Homeownership Information
<input type="checkbox"/>	Family Self-Sufficiency Information

Family Representative: \_\_\_\_\_

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

Housing Authority Representative: \_\_\_\_\_

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





## TENANT CERTIFICATION/SUBSIDY BRIEFING

I have received a briefing for the:	I have received the following documents
<input type="checkbox"/> Shelter + Care	<input type="checkbox"/> Lead Based Paint Brochure
<input type="checkbox"/> HOPWA	<input type="checkbox"/> HUD Booklet "Good Place to Live"
<input type="checkbox"/> DMH	<input type="checkbox"/> "Renting in Vermont"
<input type="checkbox"/> Rapid Rehousing	
<input type="checkbox"/> Bridge to HOPWA	
<input type="checkbox"/> Mod Rehab	

**Giving True and complete information:**

I certify that all the information I have provided related to household composition, income, assets, allowance and deductions is accurate and complete to the best of my knowledge.

I have reviewed the application and certify that the information shown is true and complete.

**Reporting Changes in Income or Household Composition:**

I understand that I am required to report within 10 business days any changes in income or household size. I understand that failure to do so may result in termination of my subsidy. I understand that failure to do so will result in me having to repay any assistance paid on my behalf by Vermont State Housing Authority.

I understand that reporting changes to other entities (for instance, Social Security Administration, Department of Economic Services, or my landlord), does NOT constitute notice to VSHA-all changes must be reported directly to Vermont State Housing Authority in writing.

**Criminal and Administrative Actions for False Information:**

I understand that knowingly providing false, incomplete, or inaccurate information is punishable under federal or state criminal law.

I understand that knowingly providing false, incomplete, or inaccurate information is grounds for termination of housing assistance.

I understand that failure to provide accurate and complete information will result in VSHA reporting my name and social security number to a national database of households ineligible for federally subsidized rental assistance, which will prevent me from receiving additional assistance in any state.

Signature of each Adult in the Household

Date

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

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





## TENANT CERTIFICATION

### **Giving True and Complete Information:**

I certify that all the information I have provided related to household composition, income, assets, allowances and deductions is accurate and complete to the best of my knowledge.

I have reviewed the application and certify that the information shown is true and complete.

### **Reporting Changes in Income or Household Composition:**

I understand that I am required to report within **ten business days with** any changes. I understand that failure to do so may result in termination of my subsidy. I understand that failure to do so will result in me having to repay any assistance paid on my behalf by Vermont State Housing Authority.

I understand that reporting changes to other entities (for instance, Social Security Administration, Department of Economic Services, or my landlord), does NOT constitute notice to VSHA – all changes must be reported directly to Vermont State Housing Authority, in writing.

### **Criminal and Administrative Actions for False Information:**

I understand that knowingly providing false, incomplete, or inaccurate information is punishable under federal or state criminal law.

I understand that knowingly providing false, incomplete, or inaccurate information is grounds for termination of housing assistance.

I understand that failure to provide accurate and complete information will result in VSHA reporting my name and social security number to a national database of households ineligible for federally subsidized rental assistance, which will prevent me from receiving additional assistance in any state.

**Signature of Each Adult in the Household**

**Date**

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

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









## **Notice to Section 8 Voucher Tenants Regarding the Violence Against Women Act (VAWA)**

To all Section 8 voucher tenants:

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence Against Women Act, or "VAWA." This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for a Section 8 voucher, the Housing Authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, or stalking. Also, a Section 8 landlord cannot refuse to rent to you solely because you are a victim of domestic violence, dating violence, or stalking.

If you are the victim of domestic violence, dating violence, or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

### **Reasons You Can Be Evicted or Your Voucher Can Be Terminated**

You can be evicted and your rental assistance can be terminated if the Housing Authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the acts of domestic violence, dating violence, or stalking committed against you. The Housing Authority and your landlord cannot hold you to a more demanding set of rules than they apply to tenants who are not victims.

### **Removing the Abuser from the Household**

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing you and the other members of your household to stay in the unit. Also, the Housing Authority can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If your landlord or Housing Authority chooses to remove the abuser, they may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.



**Moving to Protect Your Safety**

The Housing Authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the Section 8 program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

**Proving that You Are a Victim of Domestic Violence, Dating Violence, or Stalking**

The Housing Authority and your landlord can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, or stalking. The Housing Authority and your landlord must give you at least 14 business days to provide this proof. The Housing Authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the Housing Authority or your landlord. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within 14 business days, your landlord may evict you, and the Housing Authority may terminate your rental assistance.

**Confidentiality**

The Housing Authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the Housing Authority or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the Housing Authority or your landlord to release the information.

You should inform the Housing Authority if your safety will be placed at risk if the Housing Authority discloses information about the violence against you.

**VAWA and Other Laws**

VAWA does not limit the Housing Authority or your landlord’s duty to honor court orders about access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.





VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

**For Additional Information**

If you have any questions regarding VAWA, please contact \_\_\_\_\_ at \_\_\_\_\_.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

**Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines “domestic violence” as felony or misdemeanor crimes of violence committed by:

- (1) a current or former spouse of the victim;
- (2) a person with whom the victim shares a child in common;
- (3) a person who is cohabitating with or has cohabitated with the victim as a spouse;
- (4) a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies;
- (5) any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

VAWA defines “dating violence” as violence committed by a person--

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

AND

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

VAWA defines “stalking” as

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

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

AND

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

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person



**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HUD-50066 – 07/2014)****CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING****U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing**OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as "Victim") has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:****Date Written Request Received by Victim:** \_\_\_\_\_**Name of Victim:** \_\_\_\_\_**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_**Name of the Perpetrator\*:** \_\_\_\_\_

**\*Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator's Relationship to Victim:** \_\_\_\_\_**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:** \_\_\_\_\_**Location of Incident(s):** \_\_\_\_\_



**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HUD-50066 – 07/2014) – (CONT.)**

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

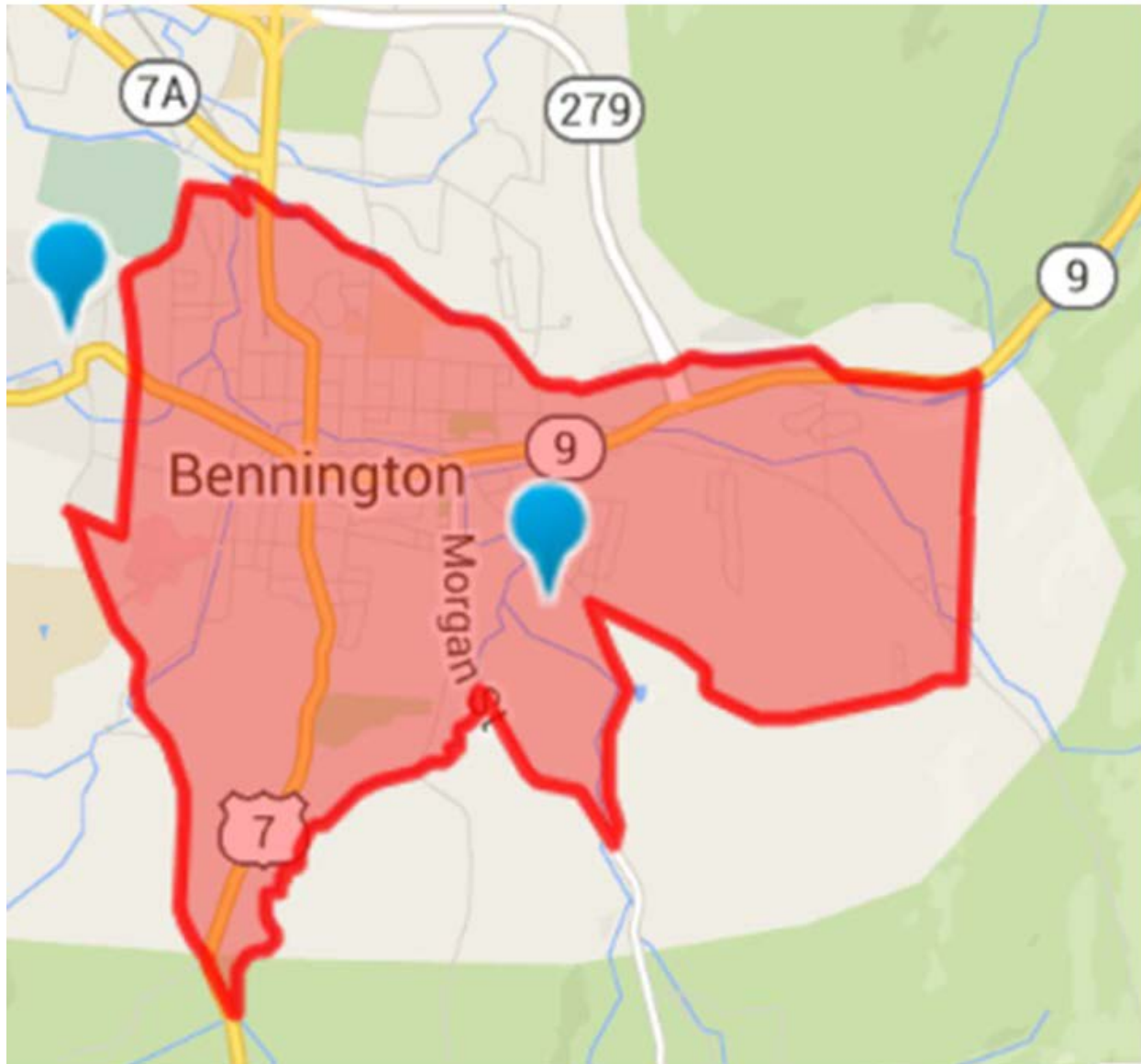




## CENSUS TRACT MAPS

# Bennington

High Poverty Area



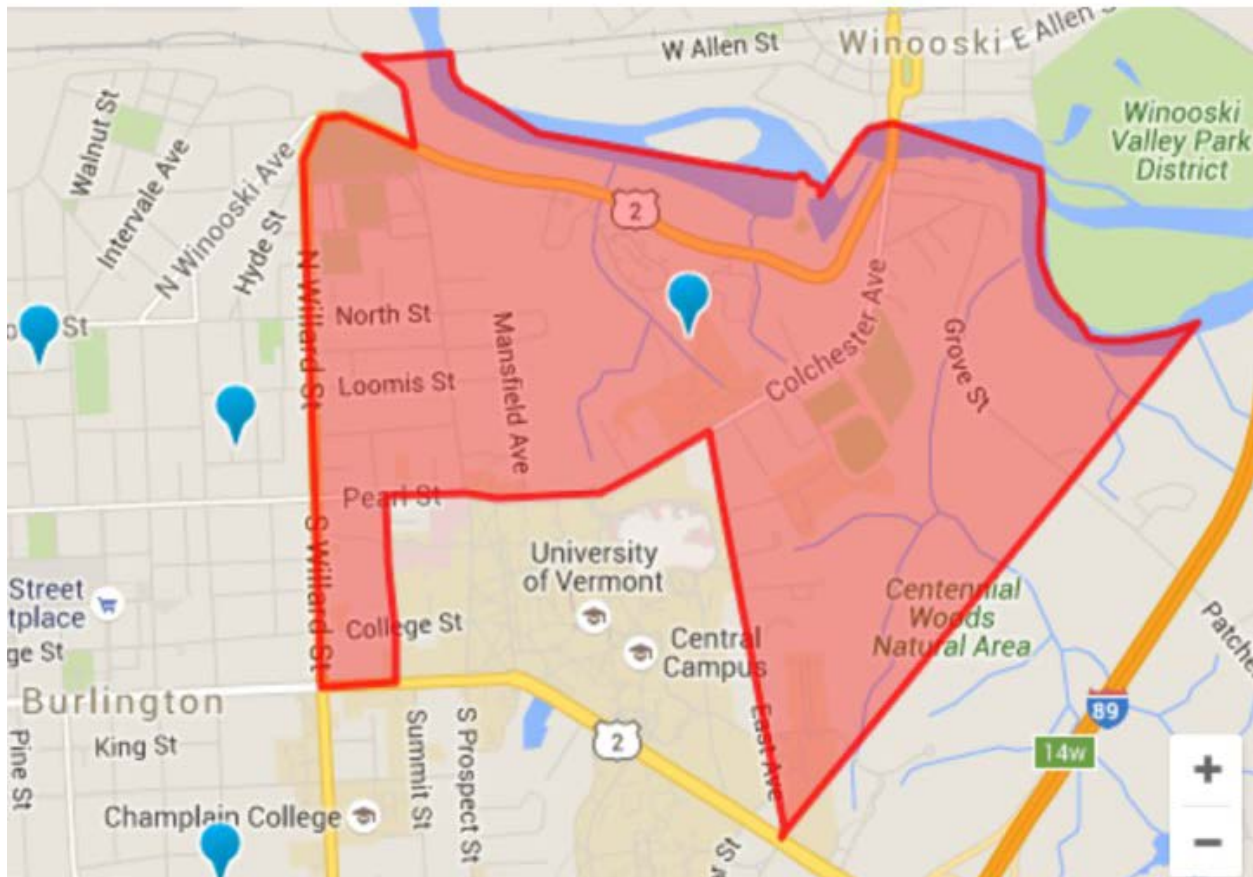




Census Tract Maps (cont.)

## Burlington/South Burlington

High Poverty Area



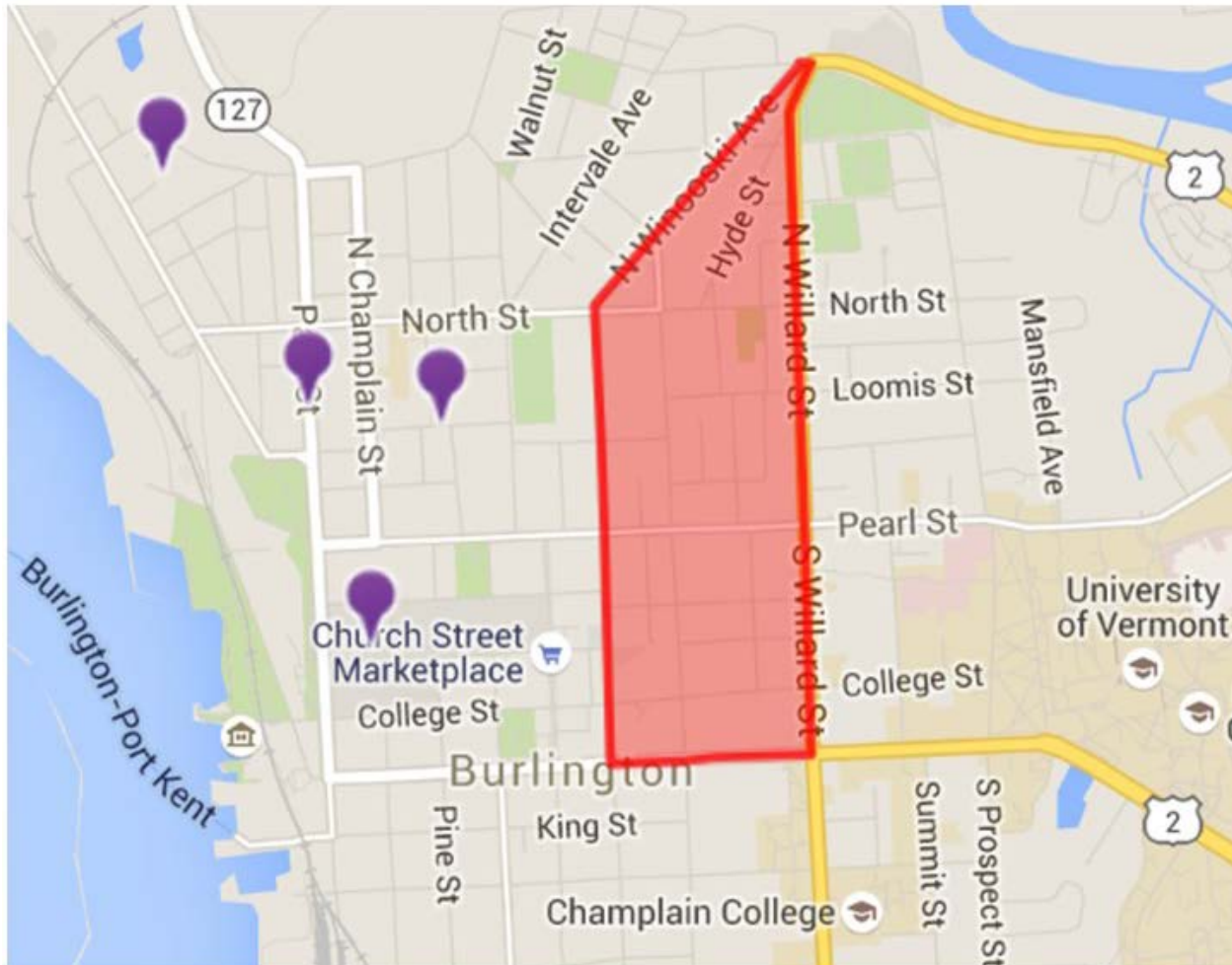




Census Tract Maps (cont.)

## Burlington/South Burlington

High Poverty Area



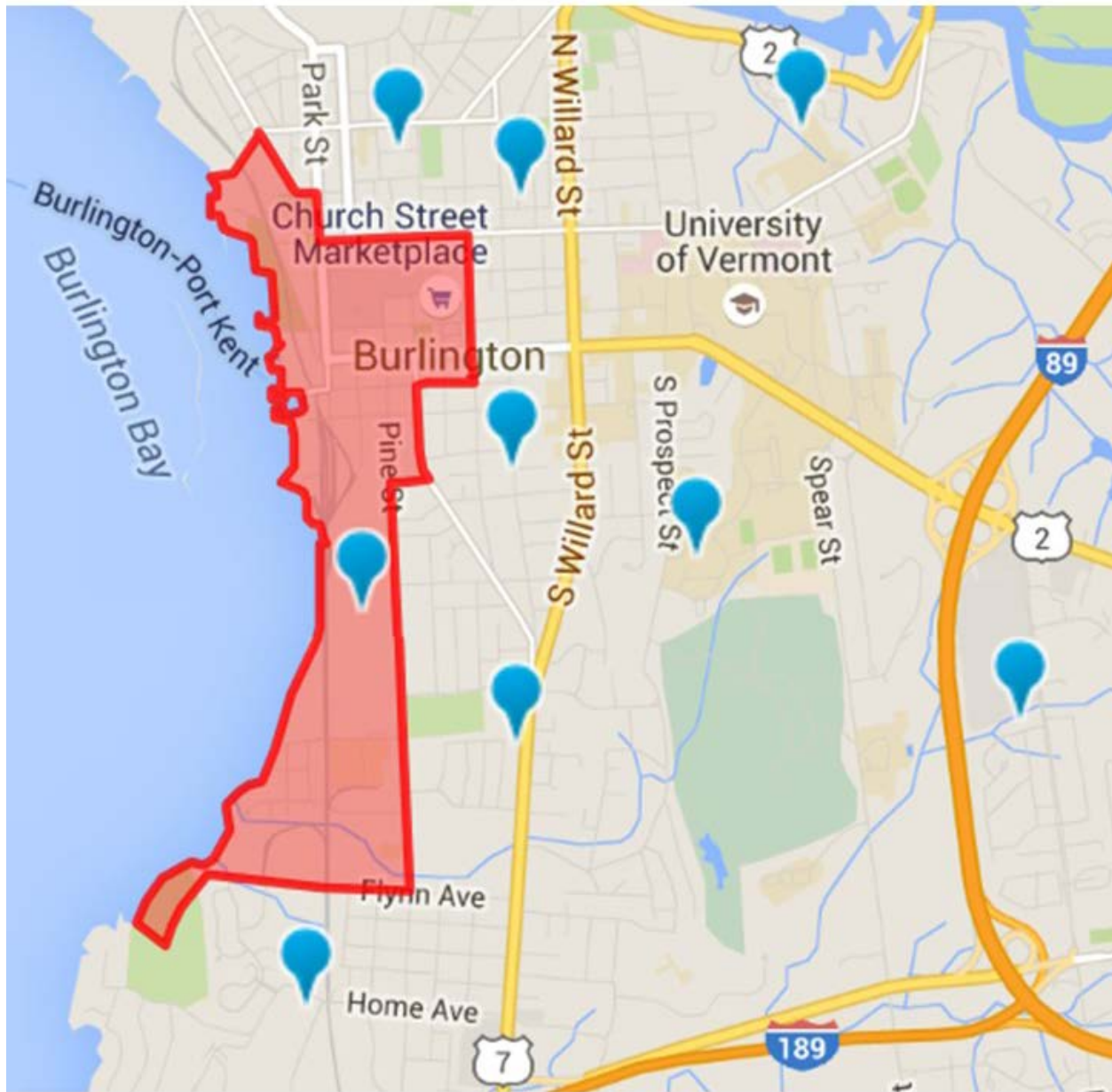




## Census Tract Maps (cont.)

# Burlington/South Burlington

High Poverty Area



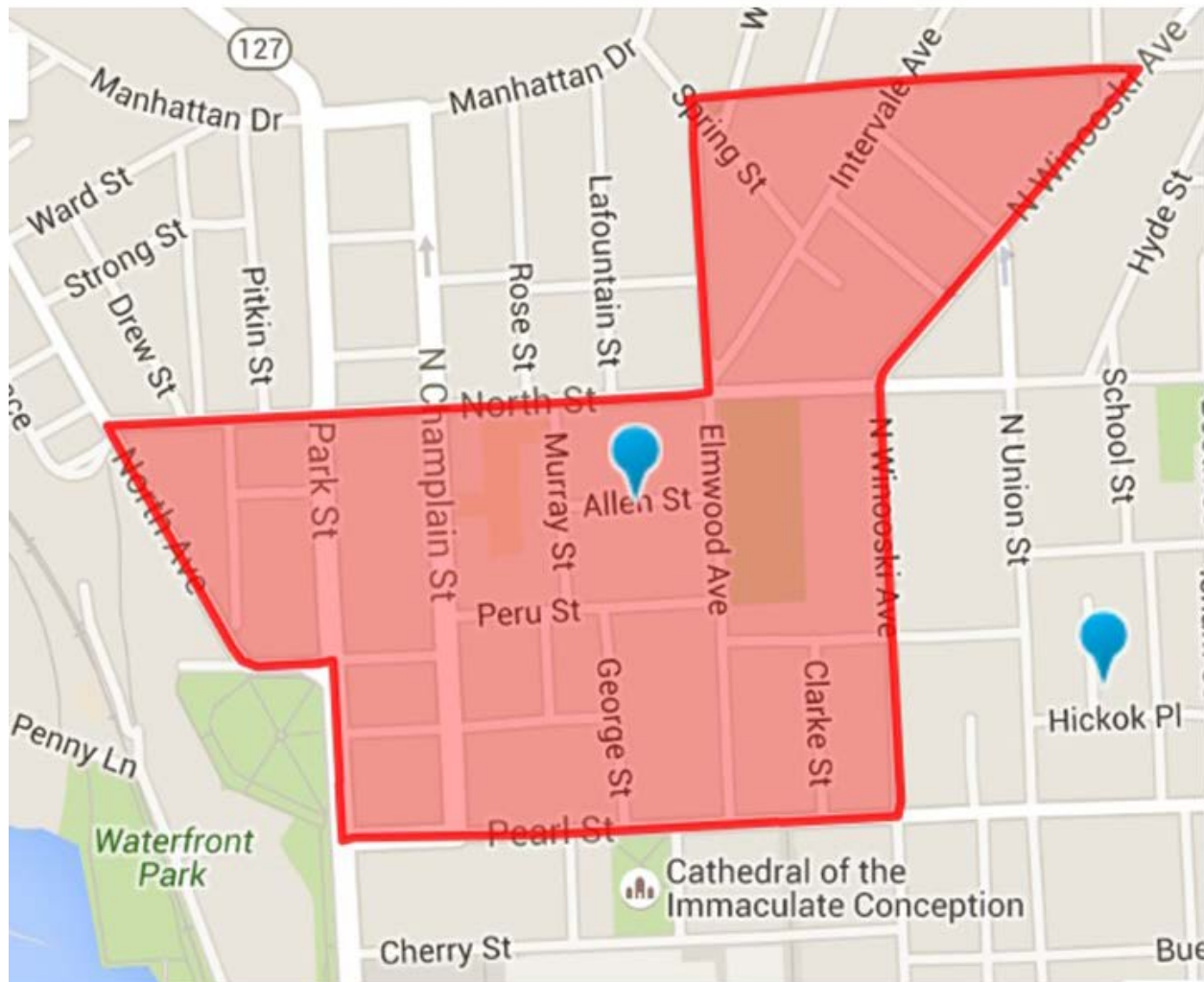




Census Tract Maps (cont.)

## Burlington/South Burlington

High Poverty Area



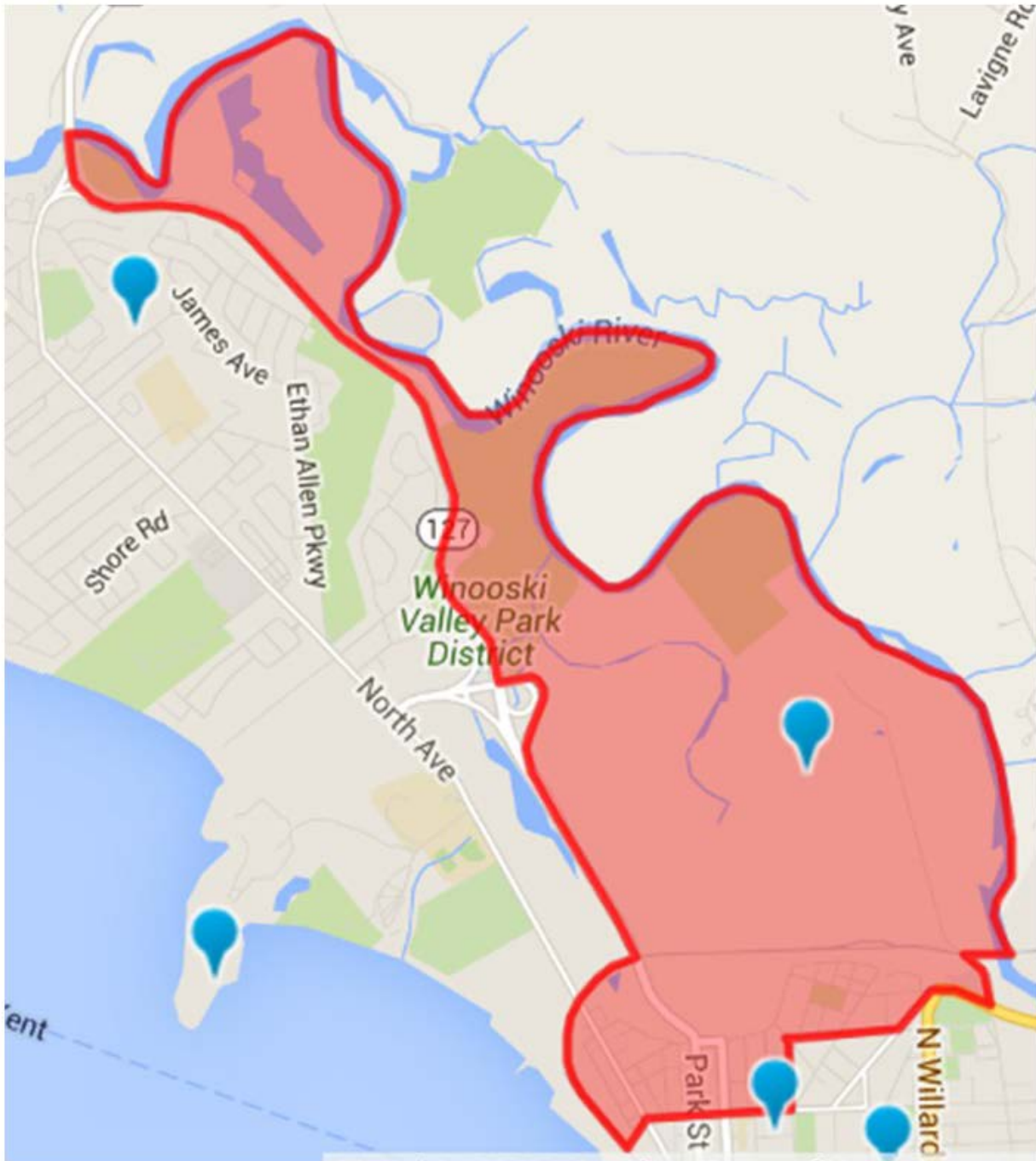




Census Tract Maps (cont.)

## Burlington/South Burlington

High Poverty Area







## Census Tract Maps (cont.)

# Rutland

High Poverty Area

