

VERMONT STATE HOUSING AUTHORITY

Tenant Briefing Packet – December 1, 2025

www.vsha.org

**One Prospect Street
Montpelier, VT 05602-3556**

802 828-3295 (Voice)

800 798-3118 (TTY)

800 820-5119 (Message)

Equal Housing Opportunity





OUR MISSION:

The Vermont State Housing Authority's Mission

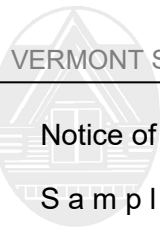
**is to promote and expand the supply of
affordable rental and homeownership
opportunities on a statewide basis.**

**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.**



Table of Contents

The Housing Choice Voucher (HCV) Program	6
Important Terms and Information	6
“Lease-Up” Process	7
Request for Tenancy Approval	8
Housing Quality Standards (HQS) Inspection.....	8
The Lease	9
Housing Assistance Payment (HAP) Contract.....	9
Tenancy	9
Participant Guide for the Section 8 Housing Choice Voucher Program	10
How to Find a Suitable Apartment or House.....	11
Advantages of Moving to Areas That Are Not High Poverty Areas for Housing Choice Voucher Program Voucher Families	11
Questions to ask a Potential Landlord	12
When You Find a Place	12
After You Receive Section 8 Assistance.....	14
What if You Want to Move?	15
What if You Have a Complaint or Disagreement?.....	16
Your Family’s Obligations	16
Are You a Victim of Housing Discrimination?.....	16
Appendices	18
Informal Reviews and Hearings.....	19
Reasonable Accommodation Policy	23
FORM – Request for a Reasonable Accommodation	24



Notice of Rights Under Vermont's Fair Housing Act.....	25
S a m p l e - Voucher.....	26
S a m p l e - Request for Tenancy Approval	29
S a m p l e- Tenancy Addendum.....	31
S a m p l e - Housing Discrimination Complaint.....	36
S a m p l e - Housing Choice Voucher Assistance Estimator	43
Vermont County Map	44
Potential Landlords by County	45
Worksheet for Housing Choice Voucher Program Computations.....	48
Allowances for Tenant-Furnished Utilities and Other Services – Single-Family	49
Allowances for Tenant-Furnished Utilities and Other Services – Multi-Family.....	50
Voucher Payment Standards – 12/01/2025	51
What You Should Know About EIV.....	52
FAMILY CERTIFICATION OF BRIEFING.....	54
TENANT CERTIFICATION.....	55
NOTICE TO SECTION 8 VOUCHER TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)	57
CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HUD-50066 – 07/2014).....	60
Resources	63
Forward Motion.....	64
Fraud.....	65
Landlord Relief Program.....	67
Renting 101.....	68
Weatherization.....	69
HOP	70
Lead in your Home.....	71



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 affordable sanitary 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.





The Housing Choice Voucher (HCV) Program

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 National Standards for the Physical Inspection of Real Estate (NSPIRE) 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.

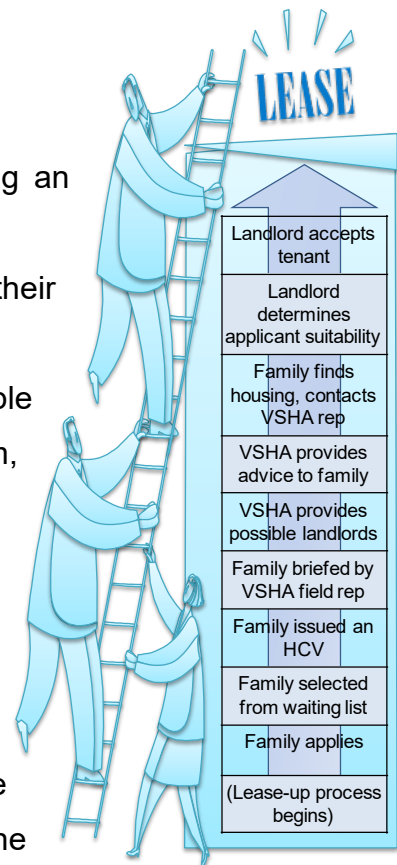
$$\text{Maximum Voucher Subsidy} = \text{Payment Standard} - \text{Total Tenant Payment}$$

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.

National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspection

The VSHA Field Representative will perform a NSPIRE 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 NSPIRE 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 NSPIRE 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.

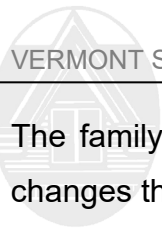
Housing Assistance Payment (HAP) Contract

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/ biennial NSPIRE 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.

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 120 days. Within 120 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 120 days, you may lose your chance - your voucher may be canceled and reissued to the next person on our waiting list. The only way to extend your voucher beyond the 120 days would be through a reasonable accommodation request.



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

Layered Map: [Rental Properties](#) | [AffordableHousing.com](#)

Use this link to see rentals available, see "Air Quality", and areas "Where kids grow up to earn more" (low poverty). Use layer feature to see.

- 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.

Questions to Ask a Potential Landlord

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 NSPIRE housing standards. 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:

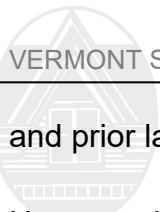
1. Missing or non-working smoke detectors on each occupied floor, including basement.
2. Broken, cracked, or missing windows.
3. Broken or missing outlet and switch-plate covers.
4. Non-working stoves or refrigerators.
5. Missing locks on windows and entry doors.
6. Non-operative autos, discarded tires, 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. VSHA does NOT provide a security deposit.

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 NSPIRE housing 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.

***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.

PLEASE ASK QUESTIONS***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

www.vsha.org

One Prospect Street
Montpelier, VT 05602-3556

802 828 3295 (Voice)

802 798 3118 (TTY)

800 820 5119 (Message)



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 ReviewPHA 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.

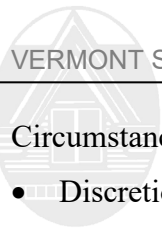
Termination of assistance for a participant may include any or all of the following:

- 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**

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 the HA 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 on 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 the Housing Authority 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 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.

X _____ **X** _____
Participant/Applicant Name Date

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).

Printed Name: _____ Signature: _____

Title: _____

Agency/Facility: _____

Address: _____ Phone: _____



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.



Sample – Housing Choice Voucher

Voucher

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development

OMB No. 2577-0169
(exp. 04/30/2026)

Office of Public and Indian Housing

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.05 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required for participation in the housing choice voucher program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. 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. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Please read **entire** document before completing form.
Fill in all blanks below. Type or print clearly.

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 Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	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 approval 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 participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (of 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.
- C. 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 provision 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 determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule 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, adopting, 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.
 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 (including sexual orientation and gender identity), 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 the 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.

If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, in accordance with part 8 of this title, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.

**Sample - Request for Tenancy Approval****Request for Tenancy Approval**
Housing Choice Voucher ProgramU.S Department of Housing and
Urban Development
Office of Public and Indian HousingOMB Approval No. 2577-0169
exp. 04/30/2026

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

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:		
☐ Single Family Detached (one family under one roof)			☐ Section 202 ☐ Section 221(d)(3)(B) (BMIR)		
☐ Semi-Detached (duplex, attached on one side)			☐ Tax Credit ☐ HOME		
☐ Rowhouse/Townhouse (attached on two sides)			☐ Section 236 (insured or uninsured)		
☐ Low-rise apartment building (4 stories or fewer)			☐ Section 515 Rural Development		
☐ High-rise apartment building (5+ stories)			☐ Other (Describe Other Subsidy, including any state or local subsidy)		
☐ Manufactured Home (mobile home)					
11. Utilities and Appliances					
The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.					
Item	Specify fuel type				Paid by
Heating	☐ Natural gas	☐ Bottled gas	☐ Electric	☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas	☐ Bottled gas	☐ Electric	☐ Other	
Water Heating	☐ Natural gas	☐ Bottled gas	☐ Electric	☐ Oil ☐ Other	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Other (specify)					
Refrigerator					Provided by
Range/Microwave					

Previous editions are obsolete

1

HUD-52517 (04/2023)

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.

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

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

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

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



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. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing the contract, No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

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

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

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.



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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. **Eviction by court action**

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

11. **Owner notice of grounds**

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

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

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

13. **PHA Termination of Assistance**

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

14. **Family Move Out**

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

15. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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



S a m p l e - 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.)**FORM INSTRUCTIONS****Where to mail your claim form**

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

FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

Mail:

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

FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

Mail:

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

FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

Mail:

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

FHEO Region 4 (Southeast)

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

Mail:

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

FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

Mail:

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

FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

Mail:

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

FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

Mail:

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

FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

Mail:

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

FHEO Region 9 (West/Territory Islands)

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

Mail:

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

FHEO Region 10 (Northwest)

AK, ID, OR, WA

Mail:

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



***S a m p l e - Housing Discrimination Complaint*** (cont.)**Paperwork Reduction Act Burden Statement**

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

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

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

**Sample - Housing Discrimination Complaint** (cont.)**CONTACT INFORMATION****How can we contact you?**

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

Your name and contact information

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

Your mailing address

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

Second Point of Contact

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

Relationship to you (optional)

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

**Sample - Housing Discrimination Complaint** (cont.)**Report Housing Discrimination**U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity**QUESTION 1****Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?**

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

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

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

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity (FHEO)
HUD-903.1 **An official form of the United States Government**
OMB Control #: 2529-0011
Expiration Date: 09/30/2025

**Sample - Housing Discrimination Complaint** (cont.)**QUESTION 2****Who discriminated against you?**

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

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

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

QUESTION 3**Where did the discrimination happen?**

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

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

**Sample - Housing Discrimination Complaint** (cont.)**QUESTION 4****When did the discrimination happen?**

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

Date(s) of discrimination:

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

QUESTION 5**What happened?**

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

What happened?:

NOTE: Continued on next page

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity (FHEO)
HUD-903.1



An official form of the United States Government

OMB Control #: 2529-0011
Expiration Date: 09/30/2025

**Sample - Housing Choice Voucher Assistance Estimator****Housing Choice Voucher - ASSISTANCE ESTIMATOR****Enter Data**

Family Name _____

Monthly Adjusted Income _____

Payment Standard _____

TTP _____

Utility Allowance _____

Rent to Owner _____

Calculations

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) _____

Totals

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) _____

Maximum Amounts

Maximum Family Contribution (Monthly Adjusted Income x .40) _____

Maximum Rent to Owner _____



Vermont County Map





Potential landlord/referrals by county

Addison

- 1.) Addison County Community Trust (802)-877-2626
- 2.) Summit Properties (802)-846-5430
- 3.) The Housing Foundation (802)-388-1005
- 4.) John Graham Housing and Services (802)-877-2677
- 5.) Counseling Service of Addison County (802)-388-6751

Bennington

- 1.) Applegate Apartments (802)-442-8818
- 2.) Peter Cross (802)-442-6033
- 3.) Community Resource Management (802)-753-3112
- 4.) Shires/Cornerstone Housing (802)-442-8139
- 5.) T.H.M. (802)-362-4663

Caledonia

- 1.) St. Johnsbury Properties (802)-754-1030
- 2.) Kevin Moore (802)-626-5111
- 3.) Memphremagog Rentals (802)-334-8480
- 4.) Rural Edge (802)-535-3555
- 5.) E.P Management (802)-775-1100

Chittenden

- 1.) Summit Properties (802)-846-5430
- 2.) Champlain Housing Trust (802)-527-2361
- 3.) Cathedral Square (802) 658-6091
- 4.) Joe Handy
- 5.) Steven Offenhartz (802)-343-6754

Essex

- 1.) Ronald Vigneault (802)-535-1586
- 2.) Saint Johnsbury Properties 2, Inc (802)-754-1030
- 3.)
- 4.)
- 5.)

**Franklin**

- 1.) ACE Properties, Jeremiah or Amy: acepropertyLLC@yahoo.com
- 2.) Robert Beaulieu (802)-393-0540
- 3.) Shawn Cheney (802)-782-0400
- 4.) Peak Investments, Krista: peckinvestvt@gmail.com
- 5.) Ahmad Khan (Z of LLC) zofllc01@gmail.com

Grand Isle

- 1.) Champlain Housing Trust (802)-527-2361
- 2.) EP Management (802)-775-1100
- 3.) ACE Properties (802)-922-1685
- 4.) Knight Realty Management (802)-210-1646
- 5.) Paul Campion (802)-735-3089

Lamoille

- 1.) Demars Properties (802)-888-4583
- 2.) Downstreet
- 3.) Alliance Management (802)-899-3400
- 4.) Johnson Community HLP (802)-476-4493
- 5.) Winston Jennison (802)-635-2627

Orange

- 1.) Downstreet (802)-476-4493 info@downstreet.org
- 2.) Robert Welsh (603)-243-0505 welshrealty@gmail.com
- 3.) Hoskin Property Management LLC (603)-359-5836
- 4.) Stewart Property Management (603)-641-2163 office@stewartproperty.net
- 5.) Brian Murdock (617)-895-9643 fasthouseclosing@gmail.com

Orleans

- 1.) Memphremagog Rentals (802)-334-8480
- 2.) Kingdom Property (802)-487-9078
- 3.) Bayview Street Properties (802)-754-1030
- 4.) Pine Hill Properties, LLC (802)-238-1896
- 5.) Spates Family LLC (802)-334-8480



Rutland

- 1.) Cornerstone Housing (Rutland Housing Trust)
- 2.) Ellis Properties (802)-265-7899
- 3.) Giancola Properties (802)-773-6251
- 4.) SVCS, Inc. (802)-417-2053
- 5.) Summit Properties (802)-846-5430

Washington

- 1.) Oliver Twombly (802)-249-1678 oliver@twomblylawoffice.com
- 2.) Stone and Browning (802)-272-0321
- 3.) T & R Property (802)-622-2143 tnrpropertiesllc@yahoo.com
- 4.) Garret's Property Management (802)-613-3614
- 5.) Samantha Hiscock (802)-622-5483 samanthahiscock@live.com
- 6.) Brian Murdock (802)-728-3646 fasthouseclosing@gmail.com
- 7.) Bruce Goodwin (802)-279-9791

Windham

- 1.) Windham – Windsor Housing Trust (802)-254-4604
- 2.) Stewart Properties (802)-257-7616
- 3.) Mark Reffi (802)-779-5166
- 4.) THM Property Management (802)-362-4663
- 5.) Green Mountain Apartments (802)-254-2011

Windsor

- 1.) Stewart Properties (802)-674-9455 (Windsor) (802)-885-7855 (Springfield, Proctorsville, Ludlow)
- 2.) Mark Reffi (802)-779-5166
- 3.) Twin Pines (802)-291-7000
- 4.) River Valley PM (802)-674-4141
- 5.) George Perides (617)-512-0829

MULTI FAMILY

WORKSHEET FOR SUBSIDY COMPUTATIONS

☐ Housing Choice Voucher ☐ Bridge to HOPWA ☐ HOPWA ☐ DMH

Family Name _____

Phone _____

*I give VSHA permission

to contact me via email

☐ yes ☐ no

Phone _____

Phone _____

Family Name:	Number of bedrooms per PHA Occupancy Standard:	#BRs Leased:
MAXIMUM HOUSING VOUCHER SUBSIDY = LESSER OF:		
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) = _____
TOTAL FAMILY CONTRIBUTION (TFC) & TOTAL SUBSIDY		
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) _____
HOUSING ASSISTANCE PAYMENT AND UTILITY REIMBURSEMENT		
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) _____
TENANT RENT		
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)
AFFORDABILITY CHECK (new admissions & moves)		
Monthly adjusted income: _____ Times 0.40 = _____ TFC (#7) = _____		Rent is affordable Y _____ N _____ (40% of MAI) (cannot be more than 40% of the MAI)

Date of Completion: _____ Staff initials: _____

Vermont State Housing Authority
December 2025



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

Allowances for Tenant Furnished Utilities and Other Services				U.S. Department of Housing and Urban Development, Office of Public and Indian Housing			
Vermont State Housing Authority			Single-Family		Effective 12/1/2025	Published 9/22/25	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$93	\$104	\$116	\$129	\$141	\$154
	b. Bottle Gas	\$137	\$161	\$189	\$217	\$246	\$274
	c. Electric Resistance	\$118	\$136	\$156	\$177	\$197	\$217
	d. Electric Heat Pump	\$52	\$62	\$73	\$82	\$91	\$100
	e. Fuel Oil	\$125	\$147	\$172	\$198	\$224	\$249
	f. Pellets	\$109	\$128	\$150	\$172	\$195	\$217
	g. Firewood	\$129	\$151	\$177	\$204	\$231	\$256
	h. Kerosene	\$196	\$213	\$229	\$246	\$261	\$277
Cooking	a. Natural Gas	\$4	\$5	\$7	\$9	\$11	\$13
	b. Bottle Gas	\$9	\$11	\$15	\$20	\$25	\$30
	c. Electric	\$8	\$10	\$14	\$18	\$23	\$27
	d. Other	\$0	\$0	\$0	\$0	\$0	\$0
Other Electric		\$45	\$53	\$74	\$95	\$116	\$137
Air Conditioning		\$0	\$0	\$0	\$0	\$0	\$0
Water Heating	a. Natural Gas	\$13	\$15	\$22	\$29	\$36	\$42
	b. Bottle Gas	\$29	\$34	\$49	\$65	\$80	\$95
	c. Electric	\$28	\$33	\$42	\$51	\$60	\$69
	d. Fuel Oil	\$26	\$31	\$45	\$59	\$73	\$86
Water		\$15	\$15	\$16	\$18	\$20	\$21
Sewer		\$18	\$18	\$20	\$22	\$24	\$26
Trash Collection		\$62	\$62	\$62	\$62	\$62	\$62
Range/Microwave							
Refrigerator							
Other -- specify							
Actual Family Allowances To be used by the family to compute allowances. Complete below for the actual unit rented.					Utility or Service Heating		per month cost \$
Name of Family					Cooking		
					Other Electric		
Address of Unit					Air Conditioning		
					Water Heating		
Number of Bedrooms					Water		
					Sewer		
					Trash Collection		
					Range/Microwave		
					Refrigerator		
					Other		
					Total		\$



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

Allowances for Tenant Furnished Utilities and Other Services				U.S. Department of Housing and Urban Development, Office of Public and Indian Housing			
Vermont State Housing Authority			Multi-Family		Effective 12/1/2025	Published 9/22/2025	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$74	\$82	\$91	\$100	\$108	\$117
	b. Bottle Gas	\$96	\$113	\$132	\$152	\$172	\$192
	c. Electric Resistance	\$61	\$68	\$86	\$104	\$122	\$140
	d. Electric Heat Pump	\$37	\$43	\$51	\$58	\$64	\$70
	e. Fuel Oil	\$87	\$103	\$121	\$139	\$157	\$175
	f. Pellets	\$76	\$90	\$105	\$121	\$137	\$152
	g. Firewood	\$90	\$106	\$125	\$143	\$162	\$180
	h. Kerosene	\$137	\$149	\$160	\$172	\$183	\$194
Cooking	a. Natural Gas	\$4	\$5	\$7	\$9	\$11	\$13
	b. Bottle Gas	\$9	\$11	\$15	\$20	\$25	\$30
	c. Electric	\$8	\$10	\$14	\$18	\$23	\$27
	d. Other	\$0	\$0	\$0	\$0	\$0	\$0
Other Electric		\$31	\$36	\$50	\$65	\$79	\$93
Air Conditioning		\$0	\$0	\$0	\$0	\$0	\$0
Water Heating	a. Natural Gas	\$10	\$12	\$18	\$23	\$28	\$34
	b. Bottle Gas	\$23	\$27	\$39	\$52	\$64	\$76
	c. Electric	\$22	\$26	\$33	\$41	\$48	\$55
	d. Fuel Oil/Kerosene	\$21	\$25	\$36	\$47	\$58	\$69
Water		\$15	\$15	\$16	\$18	\$20	\$21
Sewer		\$18	\$18	\$20	\$22	\$24	\$26
Trash Collection		\$62	\$62	\$62	\$62	\$62	\$62
Range/Microwave							
Refrigerator							
Other -- specify							
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.				Utility or Service		per month cost	
Name of Family				Heating		\$	
				Cooking			
Address of Unit				Other Electric			
				Air Conditioning			
Number of Bedrooms				Water Heating			
				Water			
				Sewer			
				Trash Collection			
				Range/Microwave			
				Refrigerator			
				Other			
				Total		\$	

**Voucher Payment Standards – 12/1/2025****Vermont State Housing Authority
Voucher Payment Standards****Effective 12/1/2025**

Fair Market Rent Area Name	County / Town	SRO	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Addison County, VT	All towns	\$763	\$1,017	\$1,103	\$1,410	\$1,716	\$1,928
Bennington County, VT	All towns	\$702	\$936	\$1,050	\$1,225	\$1,709	\$1,943
Burlington-South Burlington, VT MSA	Chittenden & Grand Isle Counties, St Albans	\$1035	\$1,380	\$1,486	\$1,936	\$2,491	\$2,567
Caledonia County, VT	All towns	\$679	\$905	\$909	\$1,092	\$1,471	\$1,561
Essex County, VT	All towns	\$585	\$780	\$854	\$946	\$1,326	\$1,476
Franklin County, VT	All towns except for St Albans	\$1011	\$1,347	\$1,486	\$1,926	\$2,471	\$2,550
Lamoille County, VT	All towns	\$663	\$883	\$974	\$1,278	\$1,720	\$1,726
Orange County, VT	All towns	\$732	\$976	\$1,050	\$1,259	\$1,647	\$1,727
Orleans County, VT	All towns	\$634	\$845	\$955	\$1,099	\$1,431	\$1,578
Rutland County, VT	All towns	\$744	\$992	\$998	\$1,257	\$1,551	\$1,942
Washington County, VT	All towns	\$758	\$1010	\$1,082	\$1,419	\$1,763	\$1,962
Windham County, VT	All towns	\$765	\$1,020	\$1,112	\$1,419	\$1,685	\$1,795
Windsor County, VT	All towns except for Hartford/WRJ	\$784	\$1,045	\$1,051	\$1,256	\$1,692	\$1,740
Windsor County, VT	Hartford & White River Junction	\$784	\$1,045	\$1,127	\$1,300	\$1,692	\$1,740

*Participant families will be held harmless for voucher payment reductions until/unless a new lease is executed

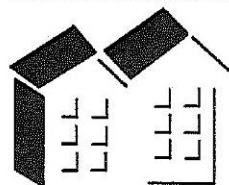
Updated 7/24/25

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. 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 items, it is always available to me in person, by telephone, or in writing.
- ☐ I have been issued a _____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 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. For applicants who did not live in Vermont at the time of application, you are required to live in VT for 12 months before you are eligible to port.
- ☐ 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 Foster Youth through Independence voucher and have been informed of the 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)

- | | | |
|--|--|--|
| ☐ Briefing Packet/Video | ☐ Weatherization Info. | ☐ RFTA (except for PBV) |
| ☐ Homeownership | ☐ Family Self-Sufficiency | ☐ Renting 101 |
| ☐ LL Relief | ☐ Is Fraud Worth It | ☐ LL List ☐ Lead Paint |

Family _____ Date _____

VSHA _____ Date _____



TENANT CERTIFICATION/SUBSIDY BRIEFING

I have received a briefing for the:	I have received the following documents
☐ Shelter + Care	☐ Lead Based Paint Brochure
☐ HOPWA	☐ HUD Booklet "Good Place to Live"
☐ DMH	☐ "Renting in Vermont"
☐ Rapid Rehousing	
☐ Bridge to HOPWA	
☐ 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 **10 business days with** 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



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**

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

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

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

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

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

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

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

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

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

What if I require this information in a language other than English? To read this in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER'S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

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

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

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

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

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

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

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

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

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

☐ Other Please List: _____

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

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING****Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:**

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

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

Dating violence means violence committed by a person:

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

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

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

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

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

Signature

Date

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



Resources



Forward Motion Program

Do you have a Section 8 voucher?

Have you heard about Vermont State Housing Authority's Forward Motion program?

Forward Motion – FSS coordinators work with VSHA's Section 8 participants throughout the state who are interested in education, training, building financial stability, connecting to supports, increasing income, and/or working towards homeownership readiness. There are currently openings in all counties for existing Section 8 participants to enroll in this life-changing program.

If you or another eligible adult household member would like to learn more, please reach out to the FSS Coordinator for your county to arrange a meeting. Coordinators are flexible and can meet you via Zoom, Telephone, Home Visit or in another location convenient to you. Coordinators will work around your work or school schedule if necessary, you have absolutely nothing to lose!

To learn more about how the program rewards you for increasing your earned income, please visit the link to the video below or scan the QR Code with your smart device:

<https://player.vimeo.com/video/730140183>



To get started, please reach out to the FSS coordinator in your county!

<u>Amber Neddo</u> Chittenden, Franklin, and Grand Isle Counties 802-828-3011 amber@vsha.org	<u>Carmeta French</u> Addison, Caledonia, Essex, Orleans, Orange, Lamoille Rutland, and Washington Counties 802-828-0401 carmeta.french@vsha.org	<u>Telma Patterson</u> Bennington, Windham, and Windsor Counties 802-828-0417 telma@vsha.org
--	---	--



Fraud



APPLYING FOR HUD HOUSING ASSISTANCE?

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

Do You Realize...

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

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

Do You Know...

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

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

So Be Careful!

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

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

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

form HUD-1141
(12/2005)



Fraud (cont.)

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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



HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

Landlord Relief Program



The Landlord Relief Program provides an incentive and added security to landlords statewide who house Vermonters receiving rental assistance or are homeless. The goal of the Landlord Relief Program is to increase rental opportunities to people who may not otherwise be able to access housing due to rental barriers.

The program offers up to \$5,000 per tenant and \$10,000 per unit for:

- *Prorated cost to hold the unit for a future program-eligible tenants, limited to one month's rent.*
- *Prorated cost for loss of rent from a vacancy due to repairs needed (that exceed normal wear and tear), limited to one month of rent.*
- *Qualifying damages caused by a tenant.*
- *Rent associated with the early termination of the lease by the tenant, limited to one month of rent.*

WHO CAN APPLY?

- Landlords or property managers can apply directly to the Vermont State Housing Authority online: [Landlord Relief Program - VSHA Landlord Relief Program](#)

PROGRAM REQUIREMENTS:

- *A formal lease with a household receiving eligible forms of rental assistance or with a household who was experiencing homelessness prior to tenancy.*
- *Regular inspections have been performed, and will continue, on the property and unit.*
- *All other funding options available have been exhausted, including the security deposit.*
- *The unit follows local and/or state inspection, health and safety, and registration requirements.*
- *The lease meets rental affordability guideline [VHFA Rent Thresholds](#)*

Landlords agree not to evict, or pursue legal action against, the tenant based on items addressed using funds from the claim.

READ THE FREQUENTLY ASKED QUESTIONS ON OUR WEBSITE [Landlord Relief Program - VSHA Landlord Relief Program](#) **FOR ADDITIONAL INFORMATION.**

Renting 101

WE ARE HERE TO HELP



CHAMPLAIN VALLEY OFFICE OF ECONOMIC OPPORTUNITY
Bridging gaps, building futures.

VERMONT TENANTS

1-802-864-0099
1-800-287-7971
Or on the web at CVOEO.ORG



VERMONT APARTMENT OWNERS ASSOCIATION

VERMONT APARTMENT OWNERS SERVICES, LLC*

1-802-985-2764
1-888-569-7368
Or on the web at vtlandlord.com

*Affiliated with Vermont Apartment Owners Association, LLC

ADDITIONAL RESOURCES

VERMONT LANDLORD / TENANT LAW

<http://legislature.vermont.gov/statutes/>

(Title 9 Chapter 137)

VERMONT'S RENTAL HOUSING HEALTH CODE

http://healthvermont.gov/regs/Rental_Housing_Code.pdf

LISTING OF VERMONT'S TOWN HEALTH OFFICERS

http://healthvermont.gov/local/tho/tho_list.aspx

INFORMATION ON LEAD PAINT

<http://healthvermont.gov/enviro/index.aspx>

INFORMATION ON FIRE SAFETY

http://www.firesafety.vermont.gov/resources/code_sheets

PRODUCED BY VERMONT TENANTS, VERMONT APARTMENT OWNERS SERVICES AND THE VERMONT DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

RENTING 101



THE RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS IN VERMONT

A TENANT'S RESPONSIBILITIES

- Pay rent on time. Avoid paying in cash. If you must pay in cash, request that the landlord give you a receipt.
- Keep apartment clean and safe.
- Immediately notify landlord of any problems.
- Take care not to cause damage. Do not fix or change things without the landlord's permission.
- You are responsible for your guest's behavior. If your guest causes damage, the landlord can hold you responsible.
- Act in a respectful manner that will not disturb the neighbors.
- Never cook over an open fire inside or on a porch.
- Do not put cloth furniture on a porch or outside to give away. It is a fire hazard and against the law in some areas.
- Put trash only in containers provided for it. Recycle all appropriate materials.
- Never store toxic or hazardous chemicals in your apartment.
- It is illegal and dangerous for a tenant to disable a smoke or carbon monoxide detector.
- Your lease is a legal contract. If you move before it ends, you are still financially bound by it.
- Give proper, written notice before you move.

RENTING IS A TWO WAY STREET

The best way for landlords and tenants to have a successful experience is to work together.

Our organizations, Vermont Tenants and Vermont Apartment Owners Services, LLC., believe that a landlord - tenant relationship does not have to be contentious.

Experience has shown us that problems in a rental situation most often stem from both parties not understanding their legal rights and responsibilities.

This flier is just one in a series of Education and Outreach Materials we have created. If you need additional information, would like to arrange a workshop, or have questions, our contact information can be found on the reverse side of this brochure.



A LANDLORD'S RESPONSIBILITIES

- The landlord is responsible for ALL repairs, even if the tenant broke it or is not paying rent. You can charge your tenant or deduct from the deposit for repairs if they caused the damage.
- You have 14 days from the date a tenant vacates to send a written itemization of damages deducted from the security deposit, along with any balance owed to tenant. Deductions include: damages, cleaning costs, unpaid rent and unpaid utilities. (In Burlington, the notice must be sent by certified mail and inform the tenant of their options to contest deductions with the Housing Board of Review.)
- The landlord must make sure that each apartment has adequate heating and hot water systems.
- The landlord must allow tenants full use and enjoyment of their apartment (i.e. it is their space), including not interfering with tenant's guests.
- The landlord must give a tenant 48 hour notice before entering the apartment without the tenant's consent unless there is an emergency such as fire, flooding or gas leak.
- You must give tenants no less than 2 full rental periods written notice of a rent increase. (Burlington city ordinances require a 3 rental period notice.)
- In Burlington apartments, the landlord must pay for trash removal. Statewide, landlords must provide a trash receptacle and ensure that tenant does not allow trash to accumulate.



Weatherization

WEATHERIZATION ASSISTANCE PROGRAM

Who Is Eligible

You could get FREE weatherization services if:

1. You haven't received free weatherization services in the past 15 years, AND
2. At least one of the following is true.
 - Your household income meets the [income limits \(2021-2022\)](#).
 - You are an active Seasonal Fuel Assistance household. Call 1-800-479-6151 if you're not sure.
 - Someone in your household gets Supplemental Security Income (SSI).
 - An adult in your household received one of these Reach Up benefits in the past 12 months: Reach Up, Reach First, or Post-Secondary Education. A *Child-Only Reach Up grant* does not count.



The Program Benefits:

On average, the program:

- Makes about \$8,500 worth of improvements per home,
- Adds about 1,500 square feet of insulation, and
- Reduces drafts by about 40%.

Services may include comprehensive "whole house" energy assessment, state-of-the-art building diagnostics, and full-service" energy-efficient retrofits.

to know who serves your area, go to [Weatherization Partners by Town](#).

- CENTRAL VERMONT - [Capstone Weatherization Office](#)
- CHAMPLAIN VALLEY - [Champlain Valley Weatherization Service](#)
- NORTHEAST VERMONT
 - [NETO Weatherization Office - Newport](#)
 - [NETO Weatherization Office - St. Johnsbury](#)
- SOUTHEASTERN VERMONT - [SEVCA Weatherization Office](#)
- SOUTHWESTERN VERMONT - [BROC Weatherization Office](#)

HOP



For more information about the Homeownership Program, please contact:

Vermont State Housing Authority
One Prospect Street
Montpelier, VT 05602-3556

Bennington, Orange, Rutland,
Windham, or Windsor Counties:
Telma Patterson
802-828-0417
telma@vsha.org

Addison, Chittenden, Franklin, or
Grand Isle Counties:
Amber Neddo
802-828-3011
amber.neddo@vsha.org

Caledonia, Essex, Lamoille, Orleans,
or Washington Counties:
Carmeta French
802-828-0401
carmeta.french@vsha.org



VSHA's Partners in
Homeownership:

NeighborWorks®
Home Ownership Centers of Vermont

Champlain Housing Trust
802-862-6244

Downstreet Housing & Community Development
802-476-4493

NeighborWorks of Western Vermont
802-438-2303

Rural Edge
802-535-3555

Windham & Windsor Housing Trust
802-246-2127 Brattleboro Office

The Homeownership Program



Offered By:

**Vermont
State
Housing
Authority**

Financing Partners

USDA Rural Development

Vermont Housing Finance Agency

Vermont State Housing Authority's Homeownership Program Helping Vermonters Become Successful Homeowners

If you have a Section 8 voucher and are considering homeownership, VSHA may be able to help you achieve your goal.

Some people who have a Section 8 rental voucher can qualify to convert it into a homeownership voucher. If you qualify to convert your voucher, you could receive a monthly check from VSHA to help meet expenses related to owning a home. These expenses can include mortgage, maintenance, taxes, insurance, and cost of utilities.

The program is limited to people who do not currently own a home.

Eligible housing includes single-family houses, single dwelling

units in a cooperative or condominium development, and manufactured homes that are permanently installed on land that will be owned by the family (or where the family has the right to occupy the land at least 40 years). In addition, units not yet under construction may also be eligible if environmental review requirements are satisfied.

The first step in finding out if you qualify for VSHA's Homeownership Program is to contact one of our Coordinators. Please call the number listed on the back of this brochure for the county in which you reside to request information and application materials.

If you are found eligible to participate in our program, you will be required to participate in a Homebuyer Education course, which will cover many aspects of becoming a homeowner, from budgeting and saving, to negotiating a purchase price. This will be followed by one-on-one counseling to help you determine what steps you need to take to become a homeowner. This education and counseling will be provided through NeighborWorks® HomeOwnership Centers located throughout Vermont.

Lead in your Home



Protect Your Family From Lead in Your Home



March 2021



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

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

Read this entire brochure to learn:

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

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

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

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

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





Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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



Lead Gets into the Body in Many Ways

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

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

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

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



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

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

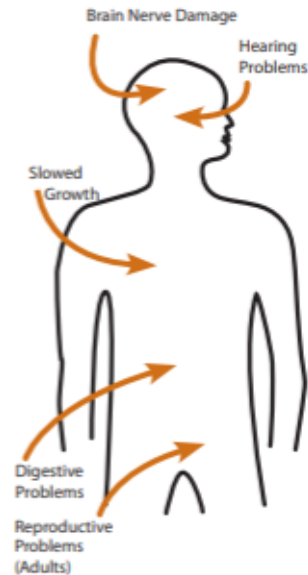


Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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



Check Your Family for Lead

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

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

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

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

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



Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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



Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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



Checking Your Home for Lead

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

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



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



Checking Your Home for Lead, continued

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

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

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

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



What You Can Do Now to Protect Your Family

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

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



Reducing Lead Hazards

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

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



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

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

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



Reducing Lead Hazards, continued

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

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

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

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

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



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

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

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



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

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

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



Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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



Other Sources of Lead, continued

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

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



For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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



Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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

EPA-747-K-12-001
March 2021

IMPORTANT!

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

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