

Changes to Public Housing Admissions and Continued Occupancy Policy

8.3 Eligibility for Admissions: Grounds for Denial. Change eviction time from to decrease from 5 to 3 years as per HUD regulations. Broad terms of evictions from specific situations to “for cause”.

11.2 Income, Exclusions, and Deductions from Income: Annual income. Include language regarding ABLE account.

11.3 Income, Exclusions, and Deductions from Income: Deductions from Income. Insert footnote “Pending final HOTMA approval; current deductions \$400 and 3% of annual income.

12.9 Temporary Compliance Assistance: Delete footnote.

17.11 Minimum Heating Standards. Add new section to Inspections about HUD mandated minimum temperature requirements.

Appendix 1: Update Fair Market Rent and Flat Rent Schedule

[...]

8.3 ***GROUND*** ***S FOR DENIAL***

[...]

- K. Were evicted from federally-assisted housing within the past three years for cause. The three-year limit is based on the date of such documented eviction for cause, not the date the crime or incident was committed.

[...]

11.0 **INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME**

[...]

11.2 ***ANNUAL INCOME***

[...]

- H. The amounts received from the following programs:

[...]

13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

14. The entire amount of an individual’s ABLE account including actual and

imputed interest as well as distributions¹; or

[...]

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$525 for any elderly (62+) or disabled family;²
- C. Either \$1,600 for any elderly (62+) or disabled family or the sum of the following, to the extent the sum exceeds ten percent of annual income²:
 - 1. Unreimbursed medical expenses of any elderly (62+) family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
 - [...]

12.9 TEMPORARY COMPLIANCE ASSISTANCE

In PIH Notice 2013-03, HUD granted the LMHA some temporary, needed administrative burden relief. The Housing Authority is hereby adopting the following allowable relief activity:

- A. If a resident has assets valued at \$50,000* or less, the resident can self-certify to the amount of their assets and the income these assets are anticipated to generate. The LMHA will not verify this data, but merely include it in the income calculation. The application and reexamination documentation can serve as this declaration as long as it is signed by all adult family members. If the assets total more than \$50,000*, verifications will be made as usual.

[...]

¹ PIH Notice 2019-09. "Treatment of ABLE Accounts to HUD-Assisted Programs"

² Pending final HOTMA approval; Current deduction \$400 and 3% of annual income.

*-Pending HUD Approval of FY 2020 MTW Plan

APPENDIX D: FAIR MARKET AND FLAT RENT SCHEDULES

FAIR MARKET RENT SCHEDULE³ (Effective January 1, 2020)

Number of Bedrooms	Fair Market Rent
0	\$614 \$602
1	\$713 \$688
2	\$872 \$853
3	\$1,174 \$1,158
4	\$1,331 \$1,307

Flat Rent Schedule⁴ *For Developments Where LMHA Pays Utility Costs on Tenant's Behalf* (Effective January 1, 2020)

Number of Bedrooms	Flat Rent FY2020
0	\$481
1	\$550
2	\$682
3	\$926
4	\$1,045

³ HUDUser. FY2020 Louisville, KY-IN HUD Metro FMR Area FMRs for All Bedroom Sizes.

⁴ FY2020 MTW Activity #2020-2 "Streamlined Flat Rent"
Louisville Metro Housing Authority (LMHA)
Admissions and Continuing Occupancy Policy (ACOP)
EFFECTIVE

Changes to the Housing Choice Voucher Administrative Plan.

5.C. Determining Annual Income: Items Excluded from Annual Income. Insert additional annual income exclusion of ABLE accounts.

5.D. Determining Annual Income: Deductions from Annual Income. Insert footnote that revisions are pending final approval of HOTMA.

27.2. Housing Conversion Actions (Enhanced and Regular Housing Choice Voucher): Preservation Prepayments. Revise language regarding enhanced vouchers to allow the changing of minimum rents if income increases.

Appendix 1. Change Fair Market Rents as revised by HUD.

Appendix 2. Change Utility Allowance Schedule as revised by HUD.

Appendix 3.A. Commonly Used Form: “Are You a Victim of Housing Discrimination?” revised by HUD.

Appendix 3.G. Commonly Used Form: “Housing Choice Voucher Program Tenancy Addendum” revised by HUD.

Appendix 3.H. Commonly Used Form: “Protect Your Family from Lead in Your Home” revised by HUD.

Appendix 9: Special Referral Programs. Delete special referrals of 10 vouchers to St. Vincent De Paul.

Appendix 9: Special Referral Programs. Insert revision to Louisville Metro Government Office of Resilience and Community Services to include special referrals to individuals participating in employment readiness program. Increase availability to 20 vouchers.

5. DETERMINING ANNUAL INCOME

[...]

C. ITEMS EXCLUDED FROM ANNUAL INCOME

As specified in federal regulations,¹ Annual Income does not include the following amounts:

[...]

45. The entire amount of an individual’s ABLE account including actual and imputed interest as well as distributions²;

¹ 24 CFR 5.609(c), “Annual Income Does Not Include the Following”; 79 FR 28938, “Federally Mandated Exclusions from Income – Updated Listing” (May 12, 2014)

² PIH Notice 2019-09. “Treatment of ABLE Accounts to HUD-Assisted Programs”

[...]

D. DEDUCTIONS FROM ANNUAL INCOME

In determining Adjusted Annual Income, the LMHA will deduct the following amounts from Annual Income:³

1. \$480 for each Dependent;
2. \$525 for any Elderly Family or Disabled Family⁴;
3. Either \$1,600 for any Elderly Family or Disabled Family that receives income from the Social Security Administration,⁵ or the sum of the following, **to the extent the sum exceeds 10% of Annual Income⁴**:

[...]

27.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)

[...]

27.2 PRESERVATION PREPAYMENTS

[...]

6. Significant Decline in Family Income - Effect on Enhanced Voucher Minimum Rent

[...]

- b. Previously assisted Housing Choice Voucher Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

- i. the percentage of the monthly adjusted income the family paid for gross rent;

³ 24 CFR 5.611, "Adjusted Income"

⁴ Pending final HOTMA approval; Current deduction \$400 and 3% of annual income.

⁵ MTW Activity #8-2008, "Rent Simplification – Standard Medical Deduction"

- ii. the Total Tenant Payment;
- iii. the family share represented on the effective date of the eligibility event; or
- iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount **so long as the family receives enhanced voucher assistance⁶, ~~even if the family income subsequently increases or decreases.~~**

When a family reports a significant decrease in family income, the Louisville Metro Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

If the family's income subsequently increases to an amount where the dollar value of the family's enhanced voucher minimum rent is more than the original enhanced voucher minimum rent, the family's enhanced voucher minimum rent reverts to the original enhanced voucher minimum rent.⁷

[...]

⁶ PIH Notice 2019-12 (HA). "Enhanced Voucher Minimum Rent Calculation for Families Whose Income Subsequently Increase After Having Experienced a Significant Decrease in Income"

⁷ PIH Notice 2019-12 (HA). "Enhanced Voucher Minimum Rent Calculation for Families Whose Income Subsequently Increase After Having Experienced a Significant Decrease in Income"

APPENDIX 1: PAYMENT STANDARDS (INCLUDING MAPS)

		Louisville Metro Housing Authority					
		Housing Choice Voucher Program					
Payment Standards for Fiscal Year 2020 (Effective October 1, 2019)							
			Rental			Homeownership	
Bedroom Size	Fair		Payment	Payment		Payment	Payment
	Market		Standard	Standard		Standard	Standard
	Rent (FMR)		Regular	Exception		Regular	Exception
	FY2020		100% FMR	110% FMR		110% FMR	120% FMR
0	\$614		\$614	\$675		\$675	\$737
1	\$713		\$713	\$784		\$784	\$856
2	\$872		\$872	\$959		\$959	\$1,046
3	\$1,174		\$1,174	\$1,291		\$1,291	\$1,409
4	\$1,331		\$1,331	\$1,464		\$1,464	\$1,597
5	\$1,531		\$1,531	\$1,684		\$1,684	\$1,837
6	\$1,730		\$1,730	\$1,903		\$1,903	\$2,076
7	\$1,930		\$1,930	\$2,123		\$2,123	\$2,316
8	\$2,130		\$2,130	\$2,343		\$2,343	\$2,556

[...]

APPENDIX 2: UTILITY ALLOWANCE SCHEDULES

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development					
		Office of Public and Indian Housing					
LOCALITY		Unit Type		Effective Date			
Louisville Metro Housing Authority		Apartment		01/01/20			
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
Heating	a. Natural Gas	36	42	49	55	65	71
	b. Bottle Gas	45	64	82	100	127	145
	c. Electric	30	42	54	66	84	96
	d. Oil/Other	35	49	63	78	99	113
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	9	13	17	20	26	30
	c. Electric	5	7	9	11	15	17
	d. Oil/Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		39	45	52	58	67	73
Air Conditioning		4	5	6	7	8	9
Water Heating	a. Natural Gas	6	9	11	14	18	20
	b. Bottle Gas	20	28	36	45	57	65
	c. Electric	14	20	25	31	39	45
	d. Oil/Other	15	21	28	34	43	49
Water		15	18	31	42	55	68
Sewer		38	44	55	69	82	96
Range/Microwave		5	5	5	5	5	5
Refrigerator		5	5	5	5	5	5
Other-Specify							
Actual Family Allowances To be used by the family to compute allowance						Utility or Service	Per Month Cost
Complete below for the actual unit rented.						Heating	\$
Name of Family						Cooking	
						Other Electric	
Address of Unit						A/C	
						Water Heating	
						Water	
						Sewer	
						Range/Microwave	
Number of Bedrooms	Contract Rent	\$				Refrigerator	
	Utility Allowance	\$				Other	
	Gross Rent	\$					
						Total	\$
Previous editions are obsolete						Form HUD-52667	
Rev Sept	2019	Page 1 of 1				ref. Handbook 7420.8	

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development		Office of Public and Indian Housing			
LOCALITY		Unit Type		Effective Date			
Louisville Metro Housing Authority		Duplex/Townhouse/Row		01/01/2020			
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5BR	
Heating	a. Natural Gas	37	44	50	57	67	74
	b. Bottle Gas	48	67	86	105	133	152
	c. Electric	31	44	57	69	88	101
	d. Oil/Other	37	52	67	81	104	118
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	9	13	17	20	26	30
	c. Electric	5	7	9	11	15	17
	d. Oil/Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		39	45	52	58	67	73
Air Conditioning		4	5	6	7	8	9
Water Heating	a. Natural Gas	6	9	11	14	18	20
	b. Bottle Gas	20	28	36	45	57	65
	c. Electric	14	20	25	31	39	45
	d. Oil/Other	15	21	28	34	43	49
Water		15	18	29	42	55	68
Sewer		38	44	55	69	82	96
Range/Microwave		5	5	5	5	5	5
Refrigerator		5	5	5	5	5	5
Other-Specify							
Actual Family Allowances To be used by the family to compute allowance						Utility or Service	Per Month Cost
Complete below for the actual unit rented.						Heating	\$
Name of Family						Cooking	
						Other Electric	
Address of Unit						A/C	
						Water Heating	
						Water	
						Sewer	
						Range/Microwave	
Number of Bedrooms		Contract Rent	\$			Refrigerator	
		Utility Allowance	\$			Other	
		Gross Rent	\$				
						Total	\$
Previous editions are obsolete						Form HUD-52667	
Rev Sept	2019	Page 1 of 1				ref. Handbook 7420.8	

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development		Office of Public and Indian Housing			
LOCALITY		Unit Type		Effective Date			
Louisville Metro Housing Authority		House/New Mobile Home		01/01/2020			
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5BR	
Heating	a. Natural Gas	39	46	53	61	72	79
	b. Bottle Gas	52	73	94	115	147	168
	c. Electric	35	48	62	76	97	111
	d. Oil/Other	41	57	73	90	114	130
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	9	13	17	20	26	30
	c. Electric	5	7	9	11	15	17
	d. Oil/Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		39	45	52	58	67	73
Air Conditioning		4	5	6	7	8	9
Water Heating	a. Natural Gas	6	9	11	14	18	20
	b. Bottle Gas	20	28	36	45	57	65
	c. Electric	14	20	25	31	39	45
	d. Oil/Other	15	21	28	34	43	49
Water		15	18	31	42	55	68
Sewer		38	44	55	69	82	96
Range/Microwave		5	5	5	5	5	5
Refrigerator		5	5	5	5	5	5
Other-Specify							
Actual Family Allowances To be used by the family to compute allowance						Utility or Service	Per Month Cost
Complete below for the actual unit rented.						Heating	\$
Name of Family						Cooking	
						Other Electric	
Address of Unit						A/C	
						Water Heating	
						Water	
						Sewer	
						Range/Microwave	
Number of Bedrooms		Contract Rent	\$			Refrigerator	
		Utility Allowance	\$			Other	
		Gross Rent	\$				
						Total	\$
Previous editions are obsolete						Form HUD-52667	
Rev Sept	2019	Page 1 of 1				ref. Handbook 7420.8	

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development					
		Office of Public and Indian Housing					
LOCALITY		Unit Type		Effective Date			
		Mobile Home-					
	Louisville Metro Housing Authority	2002 or older		01/01/2020			
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
Heating	a. Natural Gas	42	51	60	69	82	91
	b. Bottle Gas	86	94	113	138	176	201
	c. Electric	41	58	75	91	116	133
	d. Oil/Other	49	68	88	107	137	156
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	9	13	17	20	26	30
	c. Electric	5	7	9	11	15	17
	d. Oil/Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		39	45	52	58	67	73
Air Conditioning		4	5	6	7	8	9
Water Heating	a. Natural Gas	6	9	11	14	18	20
	b. Bottle Gas	20	28	36	45	57	65
	c. Electric	14	20	25	31	39	45
	d. Oil/Other	15	21	28	34	43	49
Water		15	18	31	42	55	68
Sewer		38	44	55	69	82	96
Range/Microwave		5	5	5	5	5	5
Refrigerator		5	5	5	5	5	5
Other-Specify							
Actual Family Allowances To be used by the family to compute allowance						Utility or Service	Per Month Cost
Complete below for the actual unit rented.						Heating	\$
Name of Family						Cooking	
						Other Electric	
						A/C	
Address of Unit						Water Heating	
						Water	
						Sewer	
						Range/Microwave	
Number of Bedrooms		Contract Rent		\$		Refrigerator	
		Utility Allowance		\$		Other	
		Gross Rent		\$			
						Total	\$
Previous editions are obsolete						Form HUD-52667	
Rev Sept	2019	Page 1 of 1				ref. Handbook 7420.8	

APPENDIX 3: COMMONLY USED DOCUMENTS

- A. Are You a Victim of Housing Discrimination? (HUD-903.1)
- B. Notice to Applicants / Participants with Disabilities Regarding Reasonable Accommodation
- C. Notice to Applicants / Participants Regarding Their Rights Under the Violence Against Women Act
- D. Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- E. Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD-5382)
- F. Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD-5383)
- G. Housing Choice Voucher Program Tenancy Addendum (HUD-52641-A)
- H. Protect Your Family from Lead in Your Home
- I. A Good Place to Live! (HUD-593-PIH)
- J. Supplement to Application for Federally Assisted Housing (HUD-92006)

A. ARE YOU A VICTIM OF HOUSING DISCRIMINATION? (HUD-903.1)

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:
BOSTON REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 664-8300 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

For New Jersey, New York, and the Caribbean:
NEW YORK REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10220-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-6829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia:
PHILADELPHIA REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3448 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:
ATLANTA REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2908
Telephone (404) 331-5140 or 1-800-440-6091 x2493
Fax (404) 331-1021 • TTY (404) 730-2854
E-mail: Complaints_office_04@hud.gov

For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:
CHICAGO REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

For Arkansas, Louisiana, New Mexico, Oklahoma, & Texas:
FORT WORTH REGIONAL OFFICE
Fair Housing Office
U.S. Dept. of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8919
Fax (817) 978-5876/5851 • TTY (817) 978-5555
E-mail: Complaints_office_06@hud.gov

For Iowa, Kansas, Missouri and Nebraska:
KANSAS CITY REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-3408
Telephone (813) 551-6958 or 1-800-743-5323
Fax (813) 551-6956 • TTY (813) 551-6972
E-mail: Complaints_office_07@hud.gov

For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:
DENVER REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

For Arizona, California, Hawaii, and Nevada:
SAN FRANCISCO REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 489-6564
E-mail: Complaints_office_09@hud.gov

For Alaska, Idaho, Oregon, and Washington:
SEATTLE REGIONAL OFFICE
Fair Housing Office
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5165
E-mail: Complaints_office_10@hud.gov

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



To file electronically, visit: www.hud.gov/fairhousing • Hotline: 1-800-669-9777

Are You a Victim of HOUSING DISCRIMINATION?

If you have been denied your housing rights...you may have experienced unlawful discrimination.

FAIR HOUSING is Your Right!

U.S. Department of Housing and Urban Development

Are You A Victim of HOUSING DISCRIMINATION?

The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach. Under our Fair Housing laws, every person is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability.

How Do You Recognize HOUSING DISCRIMINATION?

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

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Disability

If You Believe Your Rights Have Been Violated...

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

Keep this information for your records.

Date you mailed your information to HUD: _____/_____/_____
Address to which you sent the information: _____

Office _____

Telephone _____

Street _____

City _____

State _____

Zip Code _____

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

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

HOUSING DISCRIMINATION INFORMATION

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

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

Your Name _____
Your Address _____
City _____ State _____ Zip Code _____
Best time to call _____ Your Daytime Phone No. _____ Evening Phone No. _____

Who else can we call if we cannot reach you?

Contact's Name _____ Best Time to call _____
Daytime Phone No. _____ Evening Phone No. _____
Contact's Name _____ Best Time to call _____
Daytime Phone No. _____ Evening Phone No. _____

1)

What happened to you?

How were you discriminated against?

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

State briefly what happened.

2)

Why do you think you are a victim of housing discrimination?

Is it because of your:

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

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

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

3)

Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization? Identify who you believe discriminated against you.

Name _____
Address _____

4)

Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address _____
City _____ State _____ Zip Code _____

5)

When did the last act of discrimination occur?

____/____/____

Enter the date

Is the alleged discrimination continuing or ongoing?

Yes _____ No _____

Signature _____ Date _____

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

Form HUD-903.1 (2011)

OMB Approval No. 2529-0011 (exp. 03/31/2014)

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

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-362); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 108 of Title I - Housing and Community Development Act of 1974, as amended, (P.L. 93-38); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6109).

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

Disclosure of this information is voluntary.



MAIL TO:

PLACE
POSTAGE
HERE

E. HOUSING CHOICE VOUCHER PROGRAM TENANCY ADDENDUM (HUD-52641-A)

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
 - c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
 - d. **Housing services.** The owner must provide all housing services as agreed to in the lease.
- 8. Termination of Tenancy by Owner**
- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
 - b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
 - c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
 - d. **Other good cause for termination of tenancy.**
 - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- 9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.**
- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
 - b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

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

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

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

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

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

F. PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME



June 2017

Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

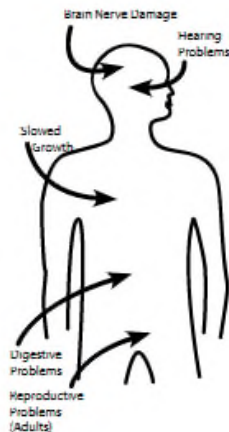
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

Deteriorating 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:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ 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 professional. 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:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit 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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
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 HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/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
June 2017

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).

APPENDIX 9: SPECIAL REFERRAL PROGRAMS

[...]

Louisville Metro Housing Authority Special Referral Programs

Social Service Partner	Population Served	Contact Information			Vouchers Available
		Address	Phone ¹	Web	
[...]	[...]	[...]	[...]	[...]	[...]
St Vincent De Paul	Families with children where the family is homeless or at risk of homelessness	1015 C S. Preston St., 40203	584-2480	www.svdplou.org/housing/programs	10
Volunteers of America Mid-States	Women recovering from substance abuse disorders and who are pregnant and/or parenting and who are referred by VOA's Living for Woman program	4303 West Broadway, 40211	636-4649	www.voamid.org	50
Wellspring	Individuals with severe & persistent psychiatric illness or intellectual disabilities	PO Box 1927, 40201	753-1456	www.wellspring-house.org	23
Louisville Metro Government Office of Resilience and Community Services	Homeless individuals participating in ShelterWorks employment readiness programming program	701 W Ormsby, 40203	574-4377	Louisvilleky.gov/government/resilience-and-community-services	2010