

Housing Choice Voucher Information

The Voucher:

The time limit or search time on your voucher is 120 days. Please refer to the Housing Choice Voucher in this packet for your specific time limit or search time

The size of your voucher is based on MaineHousing's occupancy standards:

- ✓ MaineHousing will assign one bedroom for each two persons with a designation of HEAD/CO-HEAD or SPOUSE within the household, except in the following circumstances:
- ✓ Single head of household with additional family members not designated as a spouse or co-head will be allocated a separate bedroom.
- ✓ Each additional family member (other adult) not designated as a spouse or co-head will be allocated a separate bedroom.
- ✓ Children under 18 of different genders will be allocated separate bedrooms.
- ✓ Children under 18 of the same gender who are 10 years apart in age will be allocated separate bedrooms.
- ✓ Live-in aides will be allocated a separate bedroom.
- ✓ Single person families will be allocated one bedroom.
- ✓ Expectant head with no other household members will be allocated two bedrooms.
- ✓ Head with expectant spouse/cohead with no other household members will be allocated 2 bedrooms.

Please refer to the Housing Choice Voucher in this packet for your specific bedroom size.

Voucher Extensions must be approved by MaineHousing. All voucher extension request must be received in writing prior to your voucher expiration date. A voucher extension request form is included in this packet.

MaineHousing currently practices Tolling. Tolling means that the time limit on your voucher is stopped or "paused" while your landlord packet is being processed.

If your landlord packet does not meet affordability no additional time will be put on the voucher. Keep in mind that if you submit your landlord packet on the date your voucher expires there will be no search time left to grant you.

Calculating the Housing Assistance Payment (HAP):

MaineHousing calculates all household income based on HUD’s rules. HUD requires that **ALL** income be reported. MaineHousing will then calculate, based on HUD’s rules, which income can be counted in the annual income. HUD then allows certain deductions and allowable expenses such as:

- \$480 deduction for each minor under 18 and for family members 18 and over who are full-time students or people with disabilities, other than the head of household or spouse.
- A \$400 deduction for families who head, cohead, spouse or sole member is 62 or over or is a person with a disability.
- Out of pocket medical expenses for an elderly family or disabled family with medical expenses for all family members that are greater than 3 percent of the annual income.
- Disability assistance expenses that exceed 3 percent of the annual income if they permit a family member to work.
- Reasonable childcare expenses for children 12 years old and younger if they enable a family member to work, attend school or look for work.

Once your income and allowable deductions are determined, your monthly adjusted income and tenant portion of rent is calculated.

Example:

Monthly adjusted income	1000	Gross income - deductions
Total Tenant Payment	300	(Adjusted income x 30%)
Utility Allowance	<u>-50</u>	Allowance for tenant paid utilities
Rent to Owner	250	Tenant Portion of Rent

Your monthly adjusted income is calculated by subtracting any allowable deductions you are eligible for from your gross annual income. Your portion of rent is either 30% of your monthly adjusted income or 10% of your monthly gross income.

Maine Housing will use the greater of the payment standard or the gross rent minus the Total Tenant Payment to determine your HAP amount. The HAP amount is the amount MaineHousing will pay towards your rent. Families cannot move into a new unit in which they would pay more than 40% of their adjusted monthly income.

A Family Information Sheet with calculation information specific to your family is included in this packet.

Tolling

Tolling means the “clock stops ticking” on your voucher once the landlord packet has been received and is in the inspection process. The days the unit is in the inspection process will not count against your voucher search time and will be added to the voucher expiration date if a new search is necessary.

For example:

Your voucher expires on June 1.

You submit a Landlord Packet on May 1.

MaineHousing makes a rent offer and the owner rejects the rent or refuses to make necessary repairs. Let say the entire process takes 10 days.

The new expiration date of your voucher is June 11.

The Payment Standard and Maximum Gross Rent:

MaineHousing adopts a payment standard schedule, for each area we administer, based on HUD’s published fair market rents (FMR).

A Payment Standard is the maximum rent that the Housing Authority may pay for a unit if that unit includes both rent and utilities. In order to receive this amount the landlord would have to include all utilities in the contract rent. Remember the higher your contract rent is the higher your portion of rent will be.

Your Occupancy specialist will review the packet to make sure it is an eligible type of housing, meets affordability and ensure that the requested rent is comparable with other rental units in the area.

Where you can Lease a Unit:

As a family that has been issued a Housing Choice Voucher you may use that voucher to lease a unit anywhere in the United States where there is a Housing Agency operating a Housing Choice Voucher program.

MaineHousing administers the Housing Choice Voucher Program in areas of the state that do not have local housing authorities. If you chose to move to a city or town outside of MaineHousing’s jurisdiction your voucher will be sent to the Housing Agency responsible for that area. This process is called Portability.

Your packet contains a list of local housing authorities.

Portability:

This is HUD's term for the ability to move outside of MaineHousing's jurisdiction; as one of the great features of tenant-based assistance programs is that the assistance moves with the family.

Facts About Portability You Should Know:

- ✓ The Housing Agency where you want to move may have different rules, policies and deadlines.
- ✓ There may be a different payment standard.
- ✓ A different size voucher may be issued.
- ✓ The Housing Agency may have different policies regarding eligibility screening

Reasonable Accommodations:

If you have any special needs or have family members with special needs, you may request a reasonable accommodation in order to have equal access to the programs and services of the Housing Choice Voucher Program.

Some examples of Reasonable Accommodation Requests include:

- ✓ A change in the way MaineHousing communicates with you
- ✓ A live-in aide that will reside in the unit
- ✓ An additional bedroom size (e.g., to accommodate medical equipment or a live-in aide)
- ✓ To increase the voucher payment standard (any increase above 120% of fair market rent requires a HUD waiver)
- ✓ To rent from a relative
- ✓ To live near services and/or caregivers
- ✓ To extend a voucher
- ✓ To reinstate a voucher
- ✓ To waive the deadline for requesting an appeal of a decision to deny or terminate housing assistance or any other decision regarding housing assistance
- ✓ To waive the deadline for requesting a review of any decision concerning a reasonable accommodation request
- ✓ To waive or change any MaineHousing policy, procedure or service regarding the Program
- ✓ To waive or change any United States Department of Housing and Urban Development ("HUD") regulation, policy or procedure regarding the Program

The Tenancy Addendum:

Under the Housing Choice Voucher Program you are required to sign a lease with your landlord. At the time of leasing MaineHousing will supply you and the owner with a copy of Housing and Urban Development's Tenancy Addendum

The Tenancy Addendum includes the HUD requirements for the tenancy and should be added to your lease. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

A copy of the Tenancy Addendum is included in this packet.

The Request for Tenancy Approval:

Once you locate a suitable unit you will need to complete a Landlord Packet.

The landlord packet must be returned to MaineHousing prior to the expiration date on your voucher. It must be completed and signed by both the owner and the voucher holder.

Submission of an incomplete packet will cause a delay of scheduling the inspection. Only one landlord packet can be submitted at a time.

If you decide not to rent the unit you previously submitted a landlord packet for you must let the housing authority know so a new packet can be issued to you.

Providing Information to Landlords:

If a prospective landlord requests it, the following information may be provided.

The families current and prior address as shown in the housing authorities records and the name and address of the landlord at the families current and prior addresses.

No other information regarding the household will be given outside of HUD except as permitted or required by law.

Selecting a Unit:

As a Housing Choice Voucher participant you are free to rent any type of property you wish as long as it is affordable to you and it passes a HQS inspection. This means that you are free to rent a house, mobile home, duplex, town house or multi family unit.

We have included a copy of A Good Place to Live and Protect your Family from Lead in your Home have been included in this packet to assist you in choosing a decent, safe and sanitary unit. You will also find a move in checklist attached to your Landlord Packet which lists the items specific MaineHousing will be inspecting for.

Check Mainehousingsearch.org, classified section of local newspapers, and real estate offices or rental agencies. If the family includes a person with disabilities, the family may request a list of available accessible units known to the PHA.

If you have been living in a high poverty area you now have the ability to make a change to your surroundings. We recommend you consider the benefits of moving to a low poverty area. For instance, safe neighborhoods, job opportunities, transportation options as well as the location of quality schools, medical and shopping facilities.

Fair Housing:

Most Landlords have set standards for accepting or denying an applicant. Standards may include things such as landlord references, enough income to pay rent, good credit history, no felony convictions, no prior evictions, etc.

Under the Fair Housing Act it is against the law to: tell you a house is unavailable, when in fact it is available. Show you apartments or homes only in certain neighborhoods. Advertise housing to a preferred group of people only. Refuse to make Reasonable Accommodations for a person with a disability if the accommodation may be necessary to allow the person a reasonable and equal opportunity to use and enjoy the unit. Harass, intimidate, or interfere with anyone assisting someone else with his or her fair housing rights.

If you believe you have been denied housing for reasons other than a reasonable standard you may be a victim of unlawful housing discrimination. Your packet includes information about fair housing laws and a copy of HUD's discrimination complaint form.

Family Obligations:

As a participant in the Housing Choice Voucher Program, you have the responsibility to follow the rules and requirements of the program. Your assistance and tenancy may be terminated because of your actions or failure to act.

You can forfeit your assistance by violating your family obligations which include but are not limited to:

- ✓ Making side payments or arrangements to your landlord in excess of the family share of rent
- ✓ Having an unauthorized person living in your unit
- ✓ Failing to provide complete and accurate information
- ✓ Giving false or misleading information to the housing authority
- ✓ Failing to report any changes in family composition or income.

Please refer to the Housing Choice Voucher in this packet for a complete listing of your family obligations.

Family Certification of Briefing

This is to certify that on this date I have completed a family briefing for the Housing Choice Voucher Program. The items below have been explained to me by a MaineHousing representative. I understand that should I need further explanation on any or all of these items, it is always available to me in person, by telephone or in writing:

- A description of how the Housing Choice Voucher Program works.
- My responsibilities to the landlord.
- My family obligations to MaineHousing.
- How the Housing Assistance Payment (HAP) is determined for my family.
- How MaineHousing determines the maximum rent for a unit.
- The length of the term of my voucher and the policy for extensions
- An explanation of portability and the procedures for exercising portability.
- MaineHousing's policy on providing information to prospective landlords.
- How MaineHousing determines a family's unit size.
- An explanation of the grounds for termination of assistance.
- When and how I am required to report any and all family member income and/or family composition changes **in writing** within **14 calendar days of the change** to MaineHousing.
- Requirements surrounding Housing Quality Standards Inspections.

The following documents have been provided to me on this date:

- | | |
|--|--|
| <input type="checkbox"/> The Family Handbook | <input type="checkbox"/> Home to Stay Family Obligations Addendum |
| <input type="checkbox"/> Protecting Tenants at Foreclosure Act | <input type="checkbox"/> Family Certification of Briefing |
| <input type="checkbox"/> A Good Place to Live! | <input type="checkbox"/> Protect Your Family From Lead in Your Home |
| <input type="checkbox"/> The Landlord Packet | <input type="checkbox"/> Maine Housing Family Self-Sufficiency Program |
| <input type="checkbox"/> Housing Choice Voucher | <input type="checkbox"/> Are You a Victim of Housing Discrimination? |
| <input type="checkbox"/> The Family Information Sheet | |
| <input type="checkbox"/> Reasonable Accommodation Policy | |

It is my responsibility to locate suitable and eligible housing before the expiration date of my voucher, and to notify MaineHousing if I am having difficulty. I understand the rules of the program and will comply with them as long as I participate in the program.

Applicant Signature

Date: _____

Additional Household Adult Signature

Date: _____

Additional Household Adult or Translator (*specify*)

Date: _____

Applicant/Participant Voucher Extension Request

Head of Household Name: _____

Why do you need more search time?

*****Please attach search log and/or other supporting documents*****

Household contact info for follow up: **Phone:** _____

Email: _____

Head of Household Signature

Date

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

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

d. Other good cause for termination of tenancy

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

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

- (a) Disturbance of neighbors,

- (b) Destruction of property, or

- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;

- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

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

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

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Section 8/Housing Choice Voucher Security Deposit Program

For a limited time MaineHousing is pleased to offer assistance with security deposits for new participants to the Housing Choice Voucher Program.

- MaineHousing will pay the amount of Security Deposit the landlord lists on the Request for Tenancy approval. (Not to exceed 1 month of the contract rent)
- A family must rent a unit in MaineHousing's jurisdiction to be eligible.
- Families porting out of MaineHousing's jurisdiction will not qualify for the Security Deposit Program.
- To request the funds the landlord should complete and sign the "Request and Acknowledgement of Security Deposit" form with the completed landlord packet. (the request form is included in your briefing packet)
- The Security Deposit funds will be paid directly to the landlord with the first month's rent paid by MaineHousing
- Families are not required to repay the funds to MaineHousing and if they move out of a unit with no payment owed, the landlord is required by Maine law to return the security deposit within a reasonable time.

MaineHousing
Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the **Housing Choice Voucher Program (HCV)** complies with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the **HCV Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the **HCV Program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **HCV Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

MaineHousing may terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking in accordance with chapter 12 of MaineHousing’s HCV Administrative Plan.

If MaineHousing chooses to remove the abuser or perpetrator from the HCV voucher, MaineHousing may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the terminated abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, MaineHousing must allow the tenant

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, MaineHousing must follow Federal, State, and local eviction procedures.

Moving to Another Unit

Upon your request, MaineHousing may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, MaineHousing will ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, MaineHousing will ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If MaineHousing does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, MaineHousing will ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. MaineHousing will require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

MaineHousing will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

MaineHousing's emergency transfer plan provides further information on emergency transfers, and MaineHousing must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

MaineHousing will ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from MaineHousing must be in writing, and MaineHousing must give you at least 10 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to

provide the documentation. MaineHousing may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to MaineHousing as documentation. It is your choice which of the following to submit if MaineHousing asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by MaineHousing with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

If you fail or refuse to provide one of these documents within the 10 business days, MaineHousing does not have to provide you with the protections contained in this notice.

If MaineHousing receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), MaineHousing has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, MaineHousing does not have to provide you with the protections contained in this notice.

Confidentiality

MaineHousing must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

MaineHousing must not allow any individual administering assistance or other services on behalf of MaineHousing (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

MaineHousing must not enter your information into any shared database or disclose your information to any other entity or individual. MaineHousing, however, may disclose the information provided if:

- You give written permission to MaineHousing to release the information on a time limited basis.
- MaineHousing needs to use the information in a termination proceeding, such as to terminate your abuser or perpetrator from assistance under this program.
- A law requires MaineHousing or your landlord to release the information.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Terminated from the HCV Program.

Your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, MaineHousing cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and your assistance terminated, if MaineHousing can demonstrate that not terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If MaineHousing can demonstrate the above, MaineHousing should only terminate your assistance if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of This Notice

You may report MaineHousing's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD's Boston Regional Office at (617) 994-8200.

For Additional Information

Additionally, MaineHousing must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact MaineHousing at 207-624-5789.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact the Sexual Assault Hotline at 1-800-871-7741 (Voice) 711 (Maine Relay)

Attachment: Certification form HUD-5382



APPLYING FOR HUD HOUSING ASSISTANCE?

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

Do You Realize...

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

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

Do You Know...

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

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

So Be Careful!

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

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

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

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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



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

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 discrimination.



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

***If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:***

U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

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

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

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

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.

HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

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

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

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

3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____ / ____ / ____

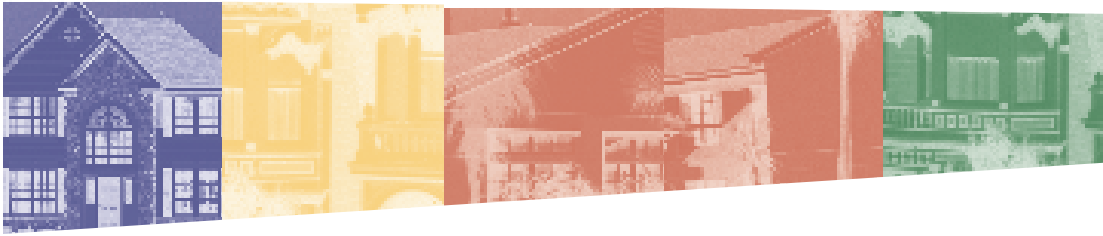
Is the alleged discrimination continuing or ongoing?

Yes No _____

Signature

Date

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



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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

Date you mailed your information to HUD: _____/_____/_____

Address to which you sent the information:

Office _____

Telephone _____

Street _____

City _____

State _____

Zip Code _____

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

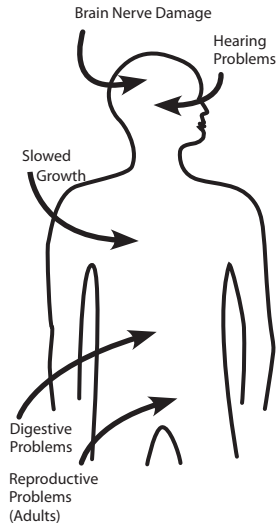
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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:

- 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/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

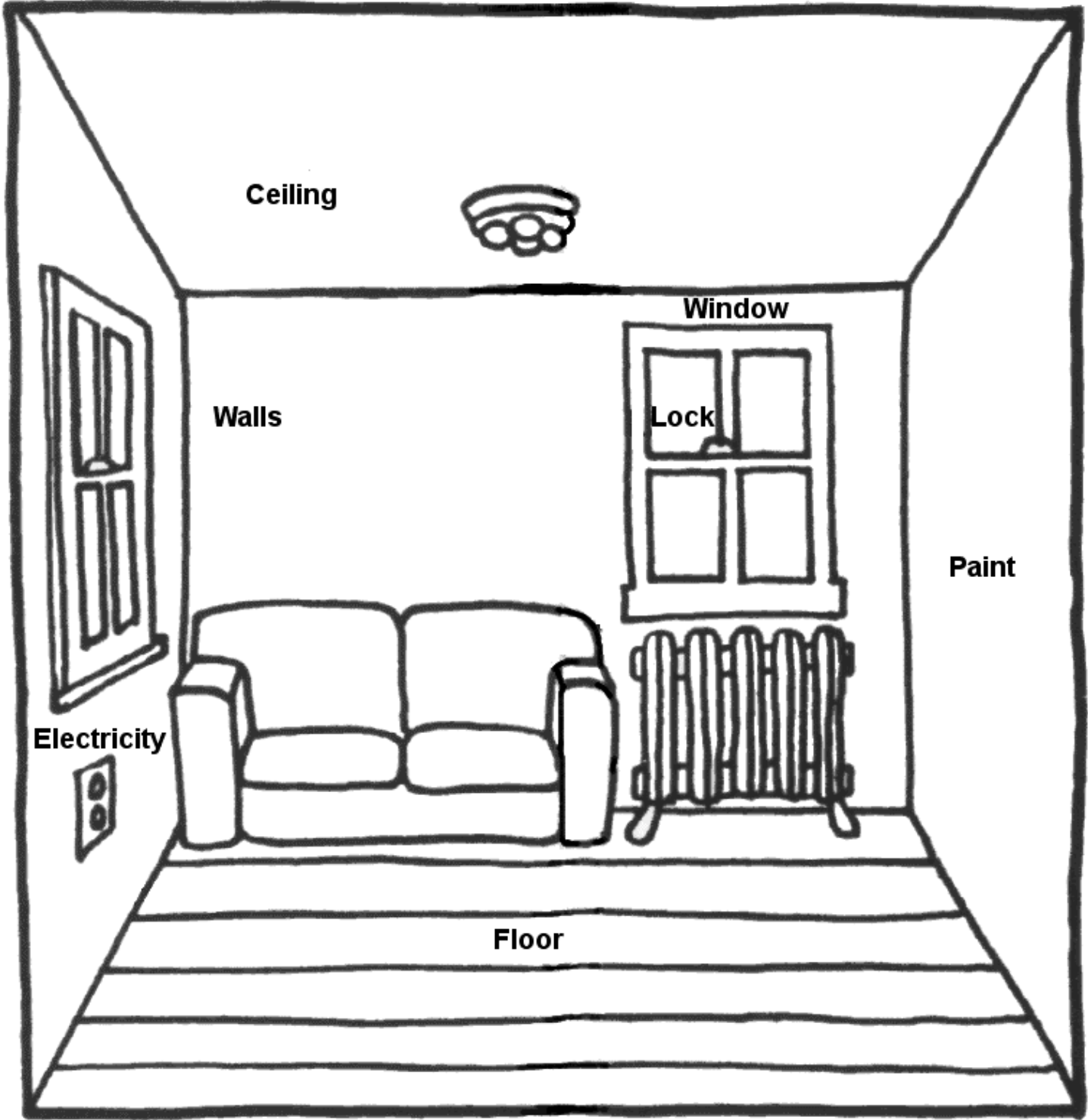
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

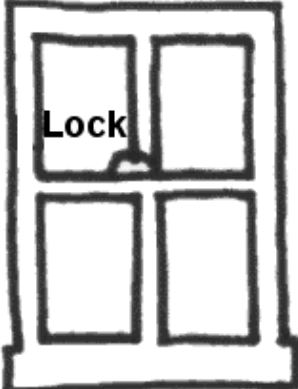
- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there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



Ceiling



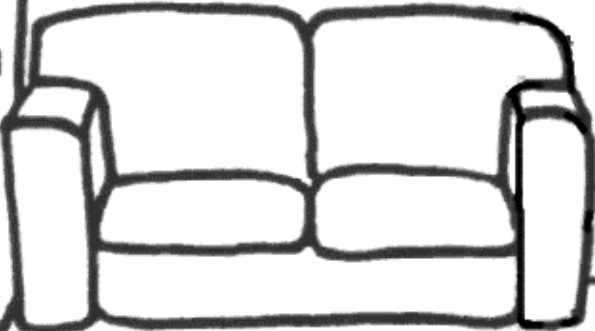
Window



Lock

Walls

Paint



Electricity



Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

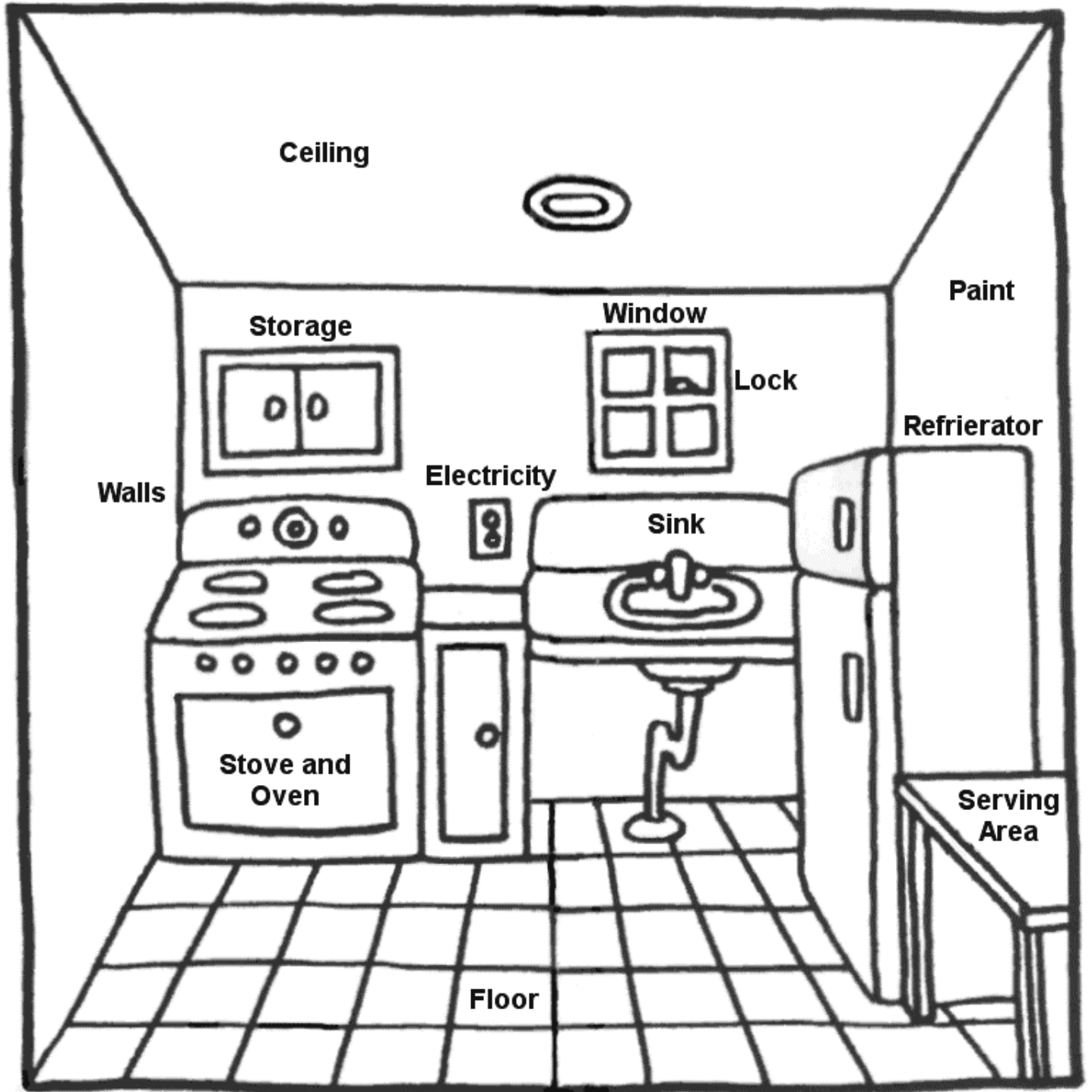
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



Ceiling

Paint

Storage

Window

Lock

Walls

Electricity

Refrierator

Sink

Stove and
Oven

Serving
Area

Floor

3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

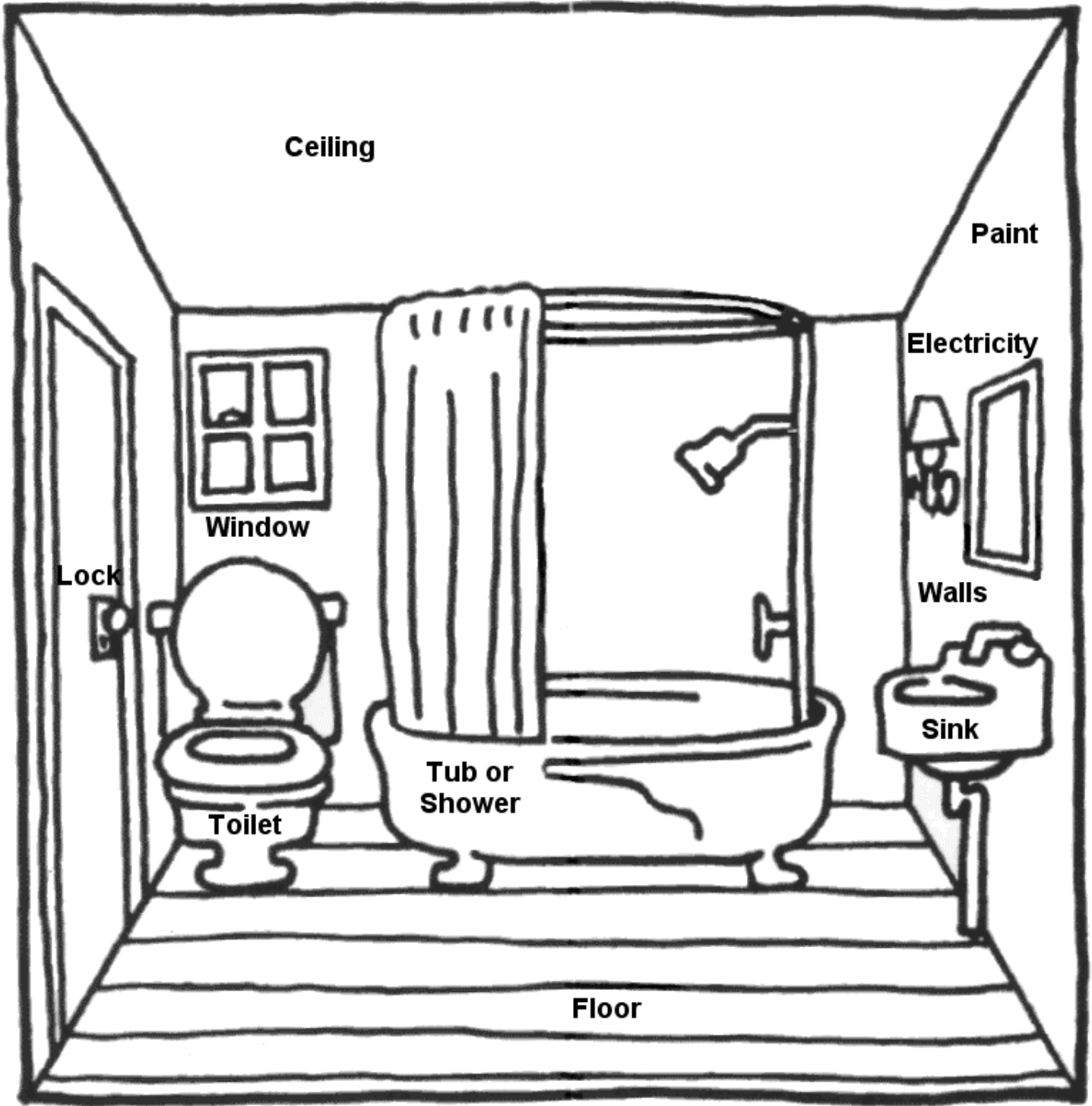
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

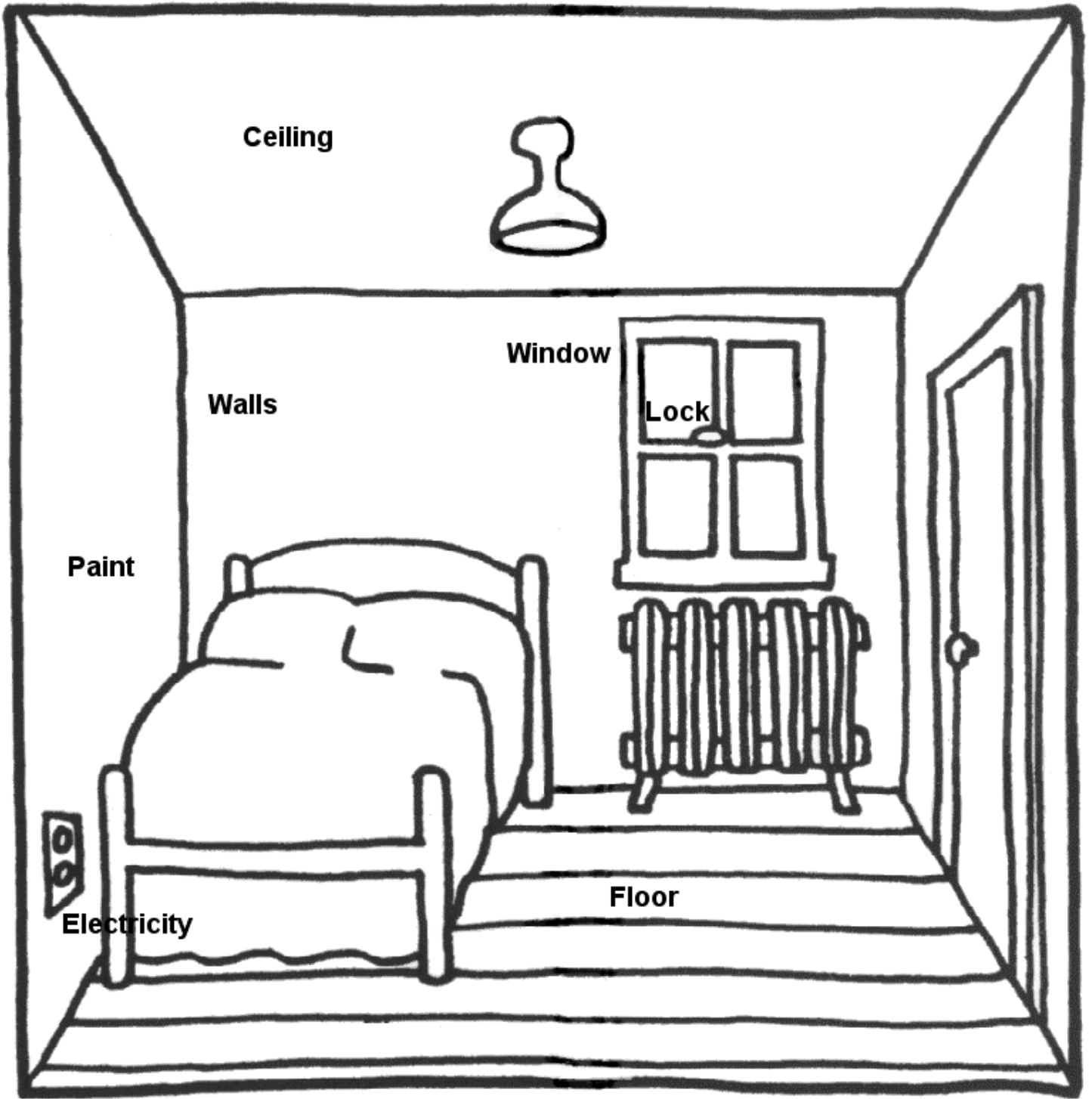
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



Ceiling

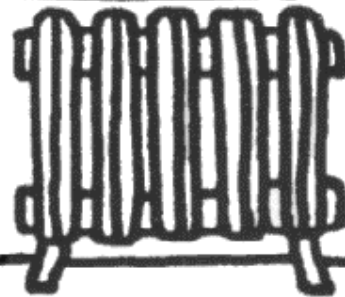
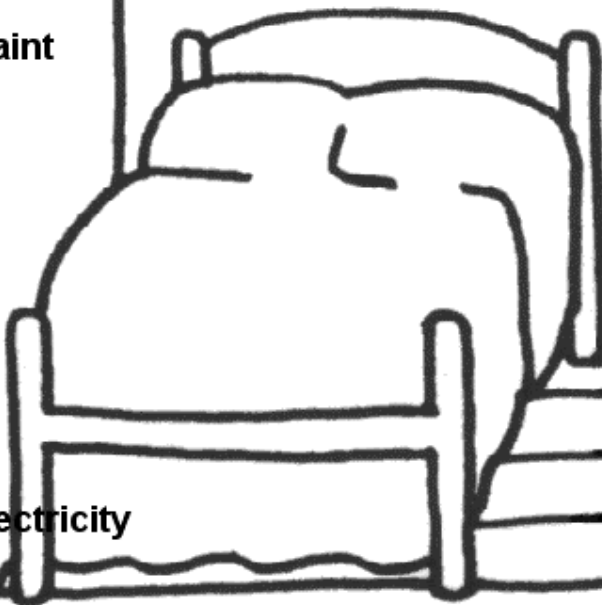


Window

Walls

Lock

Paint



Electricity

Floor

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

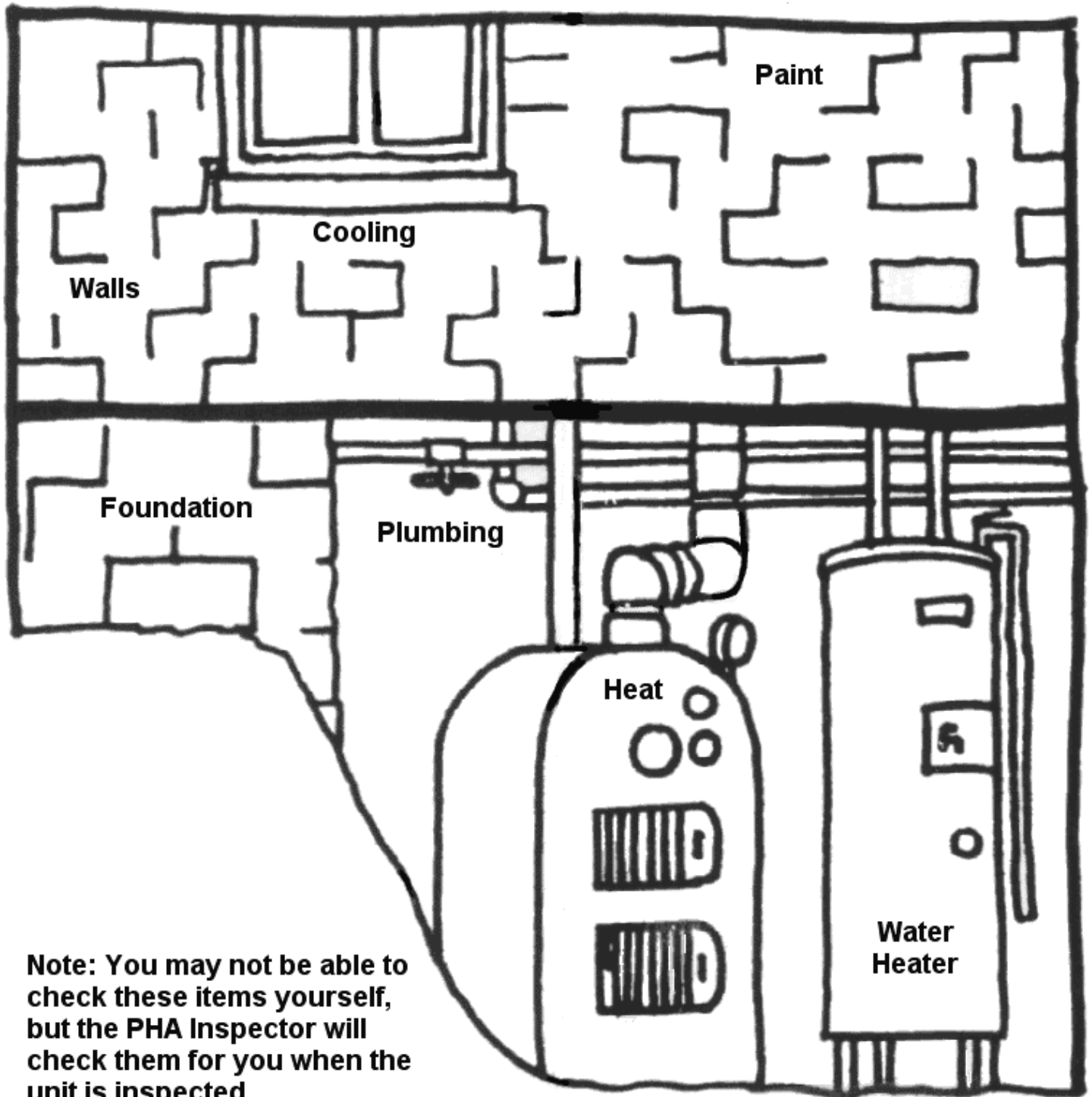
Heat

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

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

You should also think about:

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



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

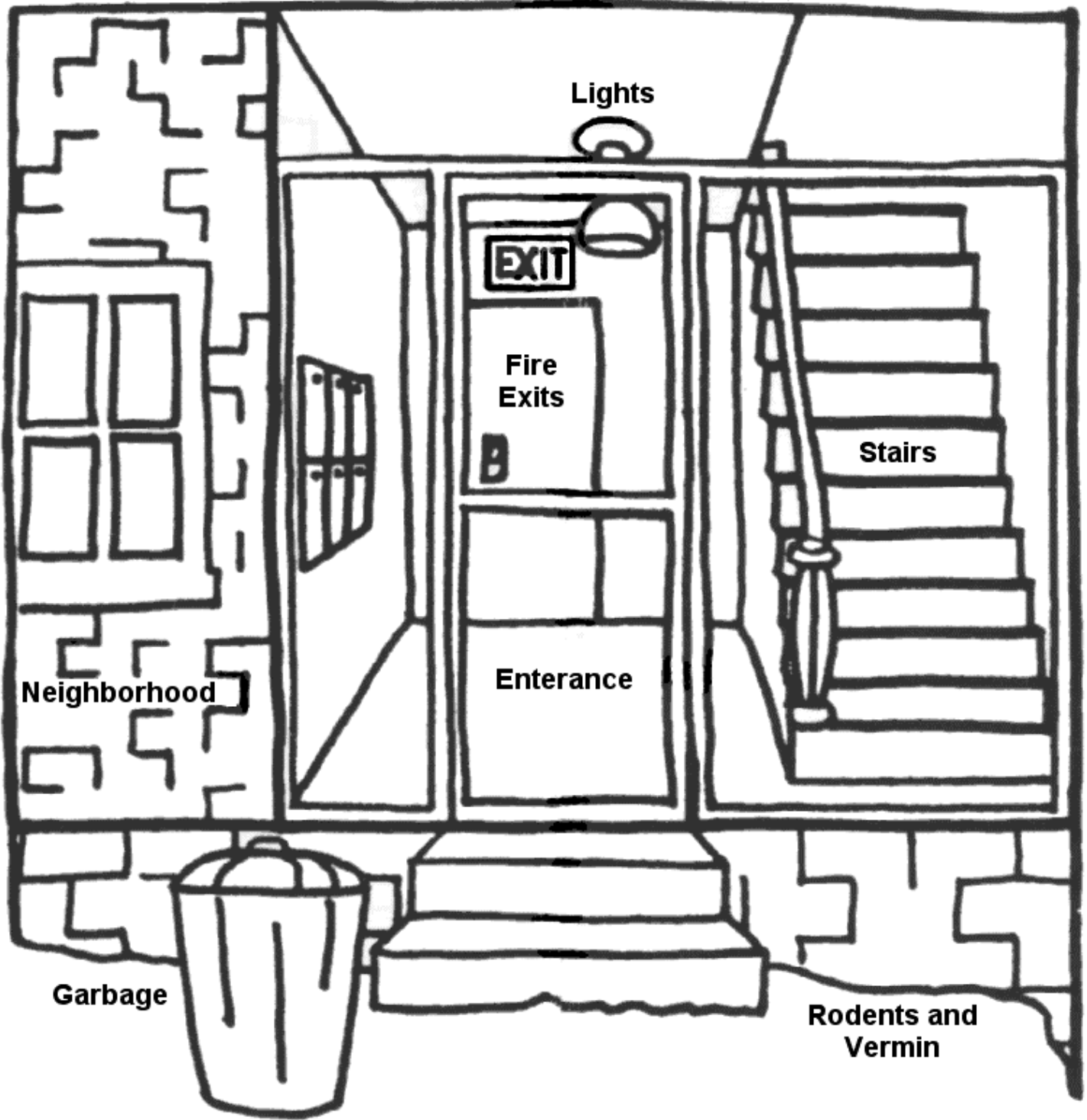
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

RENTAL HOUSING IN MAINE FAIR HOUSING AND HOUSING-RELATED SERVICES

“If I believe I have been illegally discriminated against, what can I do?”

Fair Housing

You have a right to fair housing. Fair housing means landlords cannot refuse to show or rent housing or impose different terms or conditions on the basis of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, familial status or the receipt of any kind of public assistance.

This applies to all housing offered for rent, such as apartments and single-family homes, except certain owner-occupied dwellings (a unit in a two-family dwelling or a one-family dwelling with 4 rooms or less) and dwellings owned or operated by a religious organization for other than commercial purposes and rented to its members unless restricted because of race, color or national origin.

Generally, landlords cannot ask about a tenant’s or applicant’s race, color, religion, gender, sexual orientation, gender identity or expression, national origin, ancestry, disability, or familial status. Certain exceptions apply with respect to disability and families with children.

Persons with Disabilities

Persons cannot be denied housing based on disability, but housing can be limited to persons with disabilities, and to qualify, tenants and applicants can be asked if they have a disability.

A landlord must make reasonable accommodations in rules, policies, practices or services as necessary to give a person with a disability equal opportunity to use and enjoy a dwelling. A person with a disability or someone on the person’s behalf must let the landlord know the person needs the change. If the person’s disability or need for the change is not obvious, the landlord can require verification from a qualified health care or service provider, but cannot ask about the nature of the person’s disability. A landlord can refuse to make an accommodation that causes an undue financial burden or administrative burden. Learn more at <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>

Landlords must make or allow a person with a disability to make reasonable modifications to the person’s dwelling. Unless the dwelling or housing in which it is located receives state or federal assistance or does not have the accessible features required by applicable accessibility laws, the tenant may have to pay for the modification and the maintenance and repair of the modification and may be required to restore the dwelling to its original condition before the modification when the tenant leaves. The landlord is not required to pay for a modification that will cause an undue financial burden or administrative burden. Learn more at https://www.hud.gov/sites/dfiles/FHEO/documents/reasonable_modifications_mar08.pdf

Landlords must allow a person with a disability to have an assistance animal unless the assistance animal is unsafe or overly disruptive. An assistance animal is any animal (not just a dog) that provides relief from the effects of a disability (such as emotional support or comfort) or performs a specific task to assist a person with a disability. An assistance animal is not a pet, so “no pets” policies do not apply. The landlord can ask for verification of the person’s disability and the need for the assistance animal, unless it is obvious, and for evidence that the assistance animal has been prescribed or trained. This requirement does not apply to two-family dwellings if one unit is owner-occupied.

Families

Certain housing specifically designated for seniors can exclude families with children. This is limited to housing that is only occupied by persons 62 or older or housing that is intended for and occupied by households with at least one person 55 or older. It does not include federally-assisted elderly housing, such as Section 8 housing or other housing funded by HUD or Rural Development, which must allow children if the household otherwise qualifies.

The number of occupants in a dwelling may be restricted if reasonable, based on certain factors such as the size and capacity of the dwelling, the size and number of bedrooms in the dwelling, the number, age, sex and relationship of the household members, and consistency with federal, state or local occupancy requirements. Generally, two persons per bedroom is reasonable, but not always. Limits should not be based on the number of children.

Limited English Proficiency

Landlords of federally-assisted housing must make reasonable efforts to provide language assistance to tenants and applicants with Limited English Proficiency (sometimes referred to as LEP) to ensure they have meaningful access to housing. A person with Limited English Proficiency is a person who, as a result of national origin, does not speak English as their primary language and who has a limited ability to speak, read, write or understand English. A person who is bilingual is not a person with Limited English Proficiency.

Who do I Contact?

If you want more information or feel you have been discriminated against, please contact:

Office of Fair Housing and Equal Opportunity
United States Department of Housing and
Urban Development (HUD)
10 Causeway Street, Room 321
Boston, Massachusetts 02222-1092
617-994-8300 (voice), 1-800-827-5005 (voice)
or 617-565-5453 (TTY)

Maine Human Rights Commission
State House Station 51
Augusta, Maine 04333
207-624-6290(voice) or
Maine Relay 711 (TTY);
Fax: 207/624-8729

Learn more about federal law on HUD’s Website:

https://www.hud.gov/program_offices/fair_housing_equal_opp

Learn more about state law on the Maine Human Rights Commission's Website:
<http://www.maine.gov/mhrc/guidance/index.htm>

Legal Resources

Pine Tree Legal Assistance:

www.ptla.org

Augusta, 39 Green Street
Tel: 207-622-4731 or Maine Relay 711

Bangor, 115 Main Street
Tel: 207-942-8241 or Maine Relay 711

Lewiston, 95 Park Street
Tel: 207-784-1558 or Maine Relay 711

Machias, 13 Cooper Street
Tel: 207-255-8656 or Maine Relay 711

Portland, 88 Federal Street
Tel: 207-774-8211 or Maine Relay 711

Presque Isle, 373 Main Street
Tel: 207-764-4349 or Maine Relay 711

Farmworker & Native American Units
Bangor
Tel: 207-942-0673

Disability Rights Center

www.drcme.org

1-800-452-1948 (voice/TTY)

MaineHousing's Nondiscrimination Policy

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Lauren Bustard, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.

Reasonable Accommodation Policy, Procedure and Forms for the Housing Choice Voucher Program

Right to Reasonable Accommodation

A person with a disability who is applying for or receiving assistance under the Section 8 Housing Choice Voucher Program (the *Program*) has the right to a reasonable accommodation under the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Maine Human Rights Act. A reasonable accommodation is a change or exception (waiver) to a rule, policy, procedure, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy housing or the housing assistance under the Program.

MaineHousing must inform applicants and participants in the Program that a person with a disability has the right to request a reasonable accommodation. MaineHousing will inform an applicant to the Program of this right at the tenant briefing and remind a participant in the Program of this right during the annual recertification. MaineHousing will refer to applicants and participants as *household members* in this policy and in the forms.

Some examples of reasonable accommodation requests include:

- ✓ A change in the way MaineHousing communicates with you
- ✓ A live-in aide that will reside in the unit
- ✓ An additional bedroom size (e.g., to accommodate medical equipment or a live-in aide)
- ✓ To increase the voucher payment standard (any increase above 120% of fair market rent requires a HUD waiver)
- ✓ To rent from a relative
- ✓ To live near services and/or caregivers
- ✓ To extend a voucher
- ✓ To reinstate a voucher
- ✓ To waive the deadline for requesting an appeal of a decision to deny or terminate housing assistance or any other decision regarding housing assistance
- ✓ To waive the deadline for requesting a review of any decision concerning a reasonable accommodation request
- ✓ To waive or change any MaineHousing policy, procedure or service regarding the Program
- ✓ To waive or change any United States Department of Housing and Urban Development (“HUD”) regulation, policy or procedure regarding the Program

A request for reasonable accommodation will be granted if (i) the person requesting the accommodation is a person with a disability as defined under applicable federal and state law (see below), (ii) the requested accommodation is necessary for the person to have equal opportunity to use and enjoy the person’s housing or housing assistance, (iii) there is a clear relationship (“nexus”) between the requested accommodation and the person’s disability, (iv) the requested accommodation does not constitute an undue financial and administrative burden on MaineHousing, and (v) the requested accommodation does not fundamentally alter the nature of the Program.

Definition of Disability

A household member must have a disability as defined under applicable federal and state laws. The definition of disability under state law (Maine Human Rights Act) is much broader than the definition under applicable federal laws (the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act). The following is a summary of the laws.

Federal Law

A person has a disability if the person has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs or an alcoholic who poses a direct threat to property or safety because of alcohol use [24 CFR Part 8.3, and HUD Handbook 4350.3].

State Law

A person has a disability if the person (1) has a physical or mental impairment that substantially limits one or more of a person's major life activities; (2) has a physical or mental impairment that significantly impairs physical or mental health, which means having an actual or expected duration of more than 6 months and impairing health to a significant extent as compared to what is ordinarily experienced in the general population; (3) has a physical or mental impairment that requires special education, vocational rehabilitation or related services; (4) has without regard to severity unless otherwise indicated, absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; mental retardation; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive development disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury; (5) has a record of any of the physical or mental impairments described in the foregoing clauses (1) through (4); or (6) is regarded as having or is likely to develop any of the physical or mental impairments described in the foregoing clauses (1) through (4). The existence of a physical or mental disability is determined without regard to the ameliorative effects of mitigating measures such as medication, auxiliary aids or prosthetic devices.

A physical or mental disability or impairment does **not** include pedophilia, exhibitionism, voyeurism, sexual behavior disorders, compulsive gambling, kleptomania, pyromania, tobacco smoking, or any condition covered under 5 M.R.S.A. §4553, sub-§9-C. It does **not** include psychoactive substance use disorders resulting from current illegal use of drugs, although this may not be construed to exclude a person who has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use; is

participating in a supervised rehabilitation program and is no longer engaging in such use; is erroneously regarded as engaging in such use, but is not engaging in such use; or in the context of a reasonable accommodation in employment is seeking treatment or has successfully completed treatment.

Processing a Reasonable Accommodation Request

1. The household member requests a reasonable accommodation. The person making the request does not have to use the words “reasonable accommodation.” Sometimes the need for an accommodation can present itself in the form of a complaint or through noncompliance. The request does not have to be made by the household member with the disability. It can be made by a family member, social worker or other person on behalf of the household member with the disability.
2. The MaineHousing occupancy specialist will ask the person making the request to complete MaineHousing’s Reasonable Accommodation Request form. If requested, the MaineHousing occupancy specialist will provide appropriate assistance in completing the form. Completing this form is helpful but not necessary to make a reasonable accommodation request. MaineHousing will give appropriate consideration to reasonable accommodation requests even when the person requesting the reasonable accommodation makes the request orally or does not use MaineHousing’s form.
3. The MaineHousing occupancy specialist may require a knowledgeable, qualified provider to verify that the household member has a disability and/or that there is a disability-related need for the requested accommodation. The provider must be qualified to determine whether a person has a disability and to evaluate the disability-related need for a reasonable accommodation. A qualified provider can be a physician, a psychiatrist, a licensed psychologist, a licensed nurse practitioner, a licensed social worker, a rehabilitation specialist, a non-medical service agency that provides services for persons with disabilities or other reliable third party who is in a position to know about disabilities. The provider should have current knowledge about the household member’s disability.

If verification is required, the household member for whom the reasonable accommodation request is made must give MaineHousing written authorization to obtain that verification from a qualified provider. MaineHousing will send the household member an Authorization to Provide Information Regarding Reasonable Accommodation Request form identifying the information that MaineHousing is requiring to be verified. MaineHousing will ask the household member to complete Part II of the form and sign it. Completing, signing and returning the Authorization to Provide Information Regarding Reasonable Accommodation Request form gives MaineHousing the authority to obtain the requested information from the provider identified in the form. Alternatively, a letter from a qualified provider verifying the information requested by MaineHousing in the Authorization to Provide Information Regarding Reasonable Accommodation Request form may be provided directly to MaineHousing.

Upon authorization, MaineHousing occupancy specialist will forward MaineHousing’s Verification of Information Regarding Reasonable Accommodation Request form to the provider identified by the household member in the Authorization to Provide Information Regarding Reasonable Accommodation Request form. The provider must complete, sign

and return the Verification of Information Regarding Reasonable Accommodation Request form or send a written letter to MaineHousing that (i) describes the provider's knowledge of the household member requesting the accommodation and the provider's qualifications to verify the requested information, (ii) certifies that the household member has a disability as defined under applicable federal and state law and that the requested accommodation is necessary for the household member to use and enjoy his/her housing and housing assistance and (iii) without addressing the nature or severity of the household member's disability or diagnosis, explains the nexus between the household member's disability and the requested accommodation. The qualified provider's signature and profession or title are required.

4. Upon receipt of all information required by MaineHousing, the reasonable accommodation request will be reviewed by MaineHousing's FHEO Representative for the Program. All information required by MaineHousing must be provided in order for MaineHousing to approve a request. Incomplete forms will not be accepted for approval unless the required information is provided in a separate document.

5. In reviewing the request, the FHEO Representative will consider whether:

- The household member requesting the accommodation has a disability under the applicable federal and state laws;
- The requested accommodation is necessary for the household member to enjoy and use his/her housing or housing assistance;
- There is a clear nexus between the requested accommodation and the household member's disability;
- The provider verifying any requested information is a qualified, knowledgeable provider familiar with the disability of the household member requesting the accommodation;
- The requested accommodation is an undue financial and administrative burden on MaineHousing; and/or
- The requested accommodation would require a fundamental alteration of the Program, including but not limited to a waiver or change in HUD's regulations or policies governing the Program.

6. A decision by the FHEO Representative to approve the requested accommodation or to request additional information necessary to process the request will be made within seven (7) working days. The FHEO Representative of MaineHousing occupancy specialist will promptly notify the person requesting the accommodation of the approval or need for additional information.

7. If the request would be an undue financial and administrative burden on MaineHousing, the FHEO Representative and the MaineHousing program officer will work with the household member requesting the accommodation to identify other reasonable alternatives that effectively address the household member's disability-related needs but are not an undue burden on MaineHousing.

8. If the FHEO Representative determines that a waiver or change of a HUD policy or regulation regarding the Program is required to grant the request, the request must be

reviewed by the Equal Access Coordinator or the Equal Access Coordinator's designee before a final decision is made. The Equal Access Coordinator or its designee will contact appropriate personnel at HUD for interpretation of the policy or regulation and, if recommended by HUD, will submit a waiver request. The Equal Access Coordinator or its designee will promptly notify the FHEO Representative and MaineHousing occupancy specialist of HUD's decision regarding the request. The FHEO Representative or MaineHousing program officer will notify the person requesting the accommodation of the decision.

9. A recommendation by the FHEO Representative to deny a request must be reviewed by the Equal Access Coordinator or the Equal Access Coordinator's designee before a final decision is made. Any decision by MaineHousing to deny a request for reasonable accommodation will be made within thirty (30) calendar days.

10. If a request is denied by MaineHousing or HUD for any reason, the MaineHousing occupancy specialist will send a written notice of the denial to the person requesting the accommodation (and the household member if the person requesting the accommodation is not a member of the household) explaining the reason for the denial and informing the person (and household member, if different) that the person (or the household member, if different) can request an informal review of the decision within 10 business days of receipt of the notice, which is presumed to be received by the person (and the household member, if different) within 3 calendar days of the date the letter is mailed by MaineHousing to the person (and the household member, if different) to the addresses provided by the person making the request.

SEE ATTACHED:

- **REASONABLE ACCOMMODATION REQUEST**
- **AUTHORIZATION TO PROVIDE INFORMATION REGARDING REASONABLE ACCOMMODATION REQUEST**
- **VERIFICATION OF INFORMATION REGARDING REASONABLE ACCOMMODATION REQUEST**

FORMS ARE AVAILABLE ON MAINEHOUSING'S WEBSITE AND WILL BE MADE AVAILABLE UPON REQUEST.

Reasonable Accommodation Policy, Procedure and Forms for the Housing Choice Voucher Program

Right to Reasonable Accommodation

A person with a disability who is applying for or receiving assistance under the Section 8 Housing Choice Voucher Program (the *Program*) has the right to a reasonable accommodation under the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Maine Human Rights Act. A reasonable accommodation is a change or exception (waiver) to a rule, policy, procedure, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy housing or the housing assistance under the Program.

MaineHousing must inform applicants and participants in the Program that a person with a disability has the right to request a reasonable accommodation. MaineHousing will inform an applicant to the Program of this right at the tenant briefing and remind a participant in the Program of this right during the annual recertification. MaineHousing will refer to applicants and participants as *household members* in this policy and in the forms.

Some examples of reasonable accommodation requests include:

- ✓ A change in the way MaineHousing communicates with you
- ✓ A live-in aide that will reside in the unit
- ✓ An additional bedroom size (e.g., to accommodate medical equipment or a live-in aide)
- ✓ To increase the voucher payment standard (any increase above 120% of fair market rent requires a HUD waiver)
- ✓ To rent from a relative
- ✓ To live near services and/or caregivers
- ✓ To extend a voucher
- ✓ To reinstate a voucher
- ✓ To waive the deadline for requesting an appeal of a decision to deny or terminate housing assistance or any other decision regarding housing assistance
- ✓ To waive the deadline for requesting a review of any decision concerning a reasonable accommodation request
- ✓ To waive or change any MaineHousing policy, procedure or service regarding the Program
- ✓ To waive or change any United States Department of Housing and Urban Development (“HUD”) regulation, policy or procedure regarding the Program

A request for reasonable accommodation will be granted if (i) the person requesting the accommodation is a person with a disability as defined under applicable federal and state law (see below), (ii) the requested accommodation is necessary for the person to have equal opportunity to use and enjoy the person’s housing or housing assistance, (iii) there is a clear relationship (“nexus”) between the requested accommodation and the person’s disability, (iv)

the requested accommodation does not constitute an undue financial and administrative burden on MaineHousing, and (v) the requested accommodation does not fundamentally alter the nature of the Program.

Definition of Disability

A household member must have a disability as defined under applicable federal and state laws. The definition of disability under state law (Maine Human Rights Act) is much broader than the definition under applicable federal laws (the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act). The following is a summary of the laws.

Federal Law

A person has a disability if the person has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs or an alcoholic who poses a direct threat to property or safety because of alcohol use [24 CFR Part 8.3, and HUD Handbook 4350.3].

State Law

A person has a disability if the person (1) has a physical or mental impairment that substantially limits one or more of a person's major life activities; (2) has a physical or mental impairment that significantly impairs physical or mental health, which means having an actual or expected duration of more than 6 months and impairing health to a significant extent as compared to what is ordinarily experienced in the general population; (3) has a physical or mental impairment that requires special education, vocational rehabilitation or related services; (4) has without regard to severity unless otherwise indicated, absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; mental retardation; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive development disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury; (5) has a record of any of the physical or mental impairments described in the foregoing clauses (1) through (4); or (6) is regarded as having or is likely to develop any of the physical or mental impairments described in the foregoing clauses (1) through (4). The existence of a physical or mental disability is determined without regard to the ameliorative effects of mitigating measures such as medication, auxiliary aids or prosthetic devices.

A physical or mental disability or impairment does **not** include pedophilia, exhibitionism, voyeurism, sexual behavior disorders, compulsive gambling, kleptomania, pyromania, tobacco smoking, or any condition covered under 5 M.R.S.A. §4553, sub-§9-C . It does **not**

include psychoactive substance use disorders resulting from current illegal use of drugs, although this may not be construed to exclude a person who has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use; is participating in a supervised rehabilitation program and is no longer engaging in such use; is erroneously regarded as engaging in such use, but is not engaging in such use; or in the context of a reasonable accommodation in employment is seeking treatment or has successfully completed treatment.

Processing a Reasonable Accommodation Request

1. The household member requests a reasonable accommodation. The person making the request does not have to use the words “reasonable accommodation.” Sometimes the need for an accommodation can present itself in the form of a complaint or through noncompliance. The request does not have to be made by the household member with the disability. It can be made by a family member, social worker or other person on behalf of the household member with the disability.
2. The MaineHousing occupancy specialist will ask the person making the request to complete MaineHousing’s Reasonable Accommodation Request form. If requested, the MaineHousing occupancy specialist will provide appropriate assistance in completing the form. Completing this form is helpful but not necessary to make a reasonable accommodation request. MaineHousing will give appropriate consideration to reasonable accommodation requests even when the person requesting the reasonable accommodation makes the request orally or does not use MaineHousing’s form.
3. The MaineHousing occupancy specialist may require a knowledgeable, qualified provider to verify that the household member has a disability and/or that there is a disability-related need for the requested accommodation. The provider must be qualified to determine whether a person has a disability and to evaluate the disability-related need for a reasonable accommodation. A qualified provider can be a physician, a psychiatrist, a licensed psychologist, a licensed nurse practitioner, a licensed social worker, a rehabilitation specialist, a non-medical service agency that provides services for persons with disabilities or other reliable third party who is in a position to know about disabilities. The provider should have current knowledge about the household member’s disability.

If verification is required, the household member for whom the reasonable accommodation request is made must give MaineHousing written authorization to obtain that verification from a qualified provider. MaineHousing will send the household member an Authorization to Provide Information Regarding Reasonable Accommodation Request form identifying the information that MaineHousing is requiring to be verified. MaineHousing will ask the household member to complete Part II of the form and sign it. Completing, signing and returning the Authorization to Provide Information Regarding Reasonable Accommodation Request form gives MaineHousing the authority to obtain the requested information from the provider identified in the form. Alternatively, a letter from a qualified provider verifying the information requested by MaineHousing in the Authorization to Provide Information Regarding Reasonable Accommodation Request form may be provided directly to MaineHousing.

Upon authorization, MaineHousing occupancy specialist will forward MaineHousing's Verification of Information Regarding Reasonable Accommodation Request form to the provider identified by the household member in the Authorization to Provide Information Regarding Reasonable Accommodation Request form. The provider must complete, sign and return the Verification of Information Regarding Reasonable Accommodation Request form or send a written letter to MaineHousing that (i) describes the provider's knowledge of the household member requesting the accommodation and the provider's qualifications to verify the requested information, (ii) certifies that the household member has a disability as defined under applicable federal and state law and that the requested accommodation is necessary for the household member to use and enjoy his/her housing and housing assistance and (iii) without addressing the nature or severity of the household member's disability or diagnosis, explains the nexus between the household member's disability and the requested accommodation. The qualified provider's signature and profession or title are required.

4. Upon receipt of all information required by MaineHousing, the reasonable accommodation request will be reviewed by MaineHousing's FHEO Representative for the Program. All information required by MaineHousing must be provided in order for MaineHousing to approve a request. Incomplete forms will not be accepted for approval unless the required information is provided in a separate document.

5. In reviewing the request, the FHEO Representative will consider whether:

- The household member requesting the accommodation has a disability under the applicable federal and state laws;
- The requested accommodation is necessary for the household member to enjoy and use his/her housing or housing assistance;
- There is a clear nexus between the requested accommodation and the household member's disability;
- The provider verifying any requested information is a qualified, knowledgeable provider familiar with the disability of the household member requesting the accommodation;
- The requested accommodation is an undue financial and administrative burden on MaineHousing; and/or
- The requested accommodation would require a fundamental alteration of the Program, including but not limited to a waiver or change in HUD's regulations or policies governing the Program.

6. A decision by the FHEO Representative to approve the requested accommodation or to request additional information necessary to process the request will be made within seven (7) working days. The FHEO Representative of MaineHousing occupancy specialist will promptly notify the person requesting the accommodation of the approval or need for additional information.

7. If the request would be an undue financial and administrative burden on MaineHousing, the FHEO Representative and the MaineHousing occupancy specialist will work with the household member requesting the accommodation to identify other reasonable alternatives that effectively address the household member's disability-related needs but are not an undue

burden on MaineHousing.

8. If the FHEO Representative determines that a waiver or change of a HUD policy or regulation regarding the Program is required to grant the request, the request must be reviewed by the Equal Access Coordinator or the Equal Access Coordinator's designee before a final decision is made. The Equal Access Coordinator or its designee will contact appropriate personnel at HUD for interpretation of the policy or regulation and, if recommended by HUD, will submit a waiver request. The Equal Access Coordinator or its designee will promptly notify the FHEO Representative and MaineHousing occupancy specialist of HUD's decision regarding the request. The FHEO Representative or MaineHousing occupancy specialist will notify the person requesting the accommodation of the decision.

9. A recommendation by the FHEO Representative to deny a request must be reviewed by the Equal Access Coordinator or the Equal Access Coordinator's designee before a final decision is made. Any decision by MaineHousing to deny a request for reasonable accommodation will be made within thirty (30) calendar days.

10. If a request is denied by MaineHousing or HUD for any reason, the MaineHousing occupancy specialist will send a written notice of the denial to the person requesting the accommodation (and the household member if the person requesting the accommodation is not a member of the household) explaining the reason for the denial and informing the person (and household member, if different) that the person (or the household member, if different) can request an informal review of the decision within 10 business days of receipt of the notice, which is presumed to be received by the person (and the household member, if different) within 3 calendar days of the date the letter is mailed by MaineHousing to the person (and the household member, if different) to the addresses provided by the person making the request.

**SEE ATTACHED REASONABLE ACCOMMODATION REQUEST.
AUTHORIZATION TO PROVIDE INFORMATION REGARDING REASONABLE
ACCOMMODATION REQUEST AND VERIFICATION OF INFORMATION
REGARDING REASONABLE ACCOMMODATION REQUEST FORMS ARE
AVAILABLE ON MAINEHOUSING'S WEBSITE AND WILL BE MADE AVAILABLE
UPON REQUEST**

Part I - Reasonable Accommodation Request

This form is available in larger font or alternative format upon request.
Please ask us if you need help completing this form. Assistance will be provided upon request.

A. General Information

Date of Request: _____
Name of Person Making the Request: _____
Current Address: _____
Name of Person with Disability requiring the Reasonable Accommodation: _____ _____
Name of Head of Household: _____
Current Address of Household: _____
Daytime Phone: (_____) _____ Cell Phone: (_____) _____

B. Reasonable Accommodation Request. Please check (✓) one or more of the accommodations requested by or on behalf of the household member with a disability

NOTE: The requested accommodation must be directly related to the household member's disability and must be necessary for the household member to have equal access to and use of the housing or housing assistance, not just a matter of convenience, desire or preference.

A change in the way MaineHousing communicates with you. Please explain:

An additional bedroom size unit

Increase in voucher payment standard (increase above 120% of fair market value)

To rent from a relative

Please specify the blood relationship this relative has to household member(s)
(e.g., child,
parent): _____

Please provide the name, address and telephone number of relative:

A live-in aide that resides in the unit

Is live-in aide is related to household member(s) (e.g., child, parent)? ___ **Yes**
___ **No**

Please provide the name, address and telephone number of the live-in aide:

The following additional information **is required** by MaineHousing to approve a live-in aide:

- ✓ A written statement from your landlord, approving the addition of the live-in-aide to your lease
- ✓ A Household Personal Declaration completed by the household and the live-in aide
- ✓ A copy of the live-in aide's birth certificate
- ✓ An original social security card of live-in-aide for viewing only (copy is not required)
- ✓ A Declaration Section 214 Status completed by the live-in aide
- ✓ A Consent to Screening form Criminal Activity signed by the live-in aide

Need to live near services or caregivers

Extension of voucher

Reinstatement of voucher

Waiver of deadline to appeal a decision regarding housing assistance (e.g. denial, termination or other decision)

Waiver of deadline to appeal a decision regarding a reasonable accommodation request

Waiver or change in a MaineHousing or HUD regulation, policy, procedure or service

Please Specify: _____

Other: _____

C. Disability Related Need. Please explain why the requested accommodation is necessary and how the accommodation is directly related to the household member's disability

NOTE: *Provide as much detail as possible to assist MaineHousing in evaluating the request without addressing the nature or severity of the household member's disability or the household member's medical diagnosis to the extent possible.*

I represent that the above information is true and correct.

Signature

Date

Please Print Name

Please return the completed and signed form to:

MaineHousing
26 Edison Drive
Augusta, ME 04330

Attn: _____

B. Authorization to Verify and Provide Information (to be completed and signed by or on behalf of the Household Member)

NOTE: If the household member with the disability is younger than 18 years old or is not competent, then the household member's parent or guardian must sign the form. If the household member with the disability is 18 years old or older and competent, then the household member must sign the form.

I/We understand that all information received by MaineHousing will be kept completely confidential and used solely by MaineHousing for making a determination on this reasonable accommodation request.

Signature

Date

Please Print Name

Please return this completed and signed form to:

**MaineHousing
26 Edison Dr
Augusta, ME 04330
Attn: Melissa Cloutier**

NOTE

MaineHousing may require verification from a knowledgeable, qualified provider that the household member has a disability, the request is directly related to his/her disability and/or the request is necessary for him/her to access or fully use and enjoy his/her housing or housing assistance. The provider must have current knowledge of the household member and must be qualified to determine whether the household member has a disability and to evaluate the disability-related need for a reasonable accommodation.

If verification is required, MaineHousing will complete Part I of the Authorization to Provide Information Regarding Reasonable Accommodation Request form and ask that Part II of this form be completed and signed by the household member with the disability or, if the household member with the disability is younger than 18 years or is not competent, then the household member's parent or authorized guardian.

Upon receipt of the completed and signed form, MaineHousing will send a Verification of Information Regarding Reasonable Accommodation Request form to the provider identified in the Authorization to Provide Information Regarding Reasonable Accommodation Request form. Alternatively, a letter from a knowledgeable, qualified provider verifying the required information may be given directly to MaineHousing.

The Authorization to Provide Information Regarding Reasonable Accommodation Request form and the Verification of Information Regarding Reasonable Accommodation Request form are available on MaineHousing's website and will be provided upon request.

ReStart

Designed exclusively for Housing Choice Voucher clients

The ReStart Program is an employment and savings program that helps people get back on track with their financial, employment, and education goals. The ReStart program offers:

- ❖ Financial Fitness Training including:
 - Building Credit
 - Financial Planning

- ❖ Employment Coaching including:
 - Career Planning

- ❖ Continuing Education Coaching

For more information about the ReStart Program please contact:

Laurie Glidden, FSS Coordinator, at [207-626-4660](tel:207-626-4660) or you may e-mail lglidden@mainehousing.org