

What is Section 8?

- The NECAC Section 8 Housing Choice Voucher Program is Federally funded through the Department of Housing and Urban Development (HUD) that helps pay rent for low-income renters so that they can live in the house, apartment or mobile home of their choice which is decent, safe, sanitary and affordable.

NECAC Jurisdiction

- A applicant can select to live in NECAC's jurisdiction. This includes the following area:
 - Lewis County
 - Lincoln County
 - Macon County
 - Marion County
 - Montgomery County
 - Monroe County
 - Pike County
 - Ralls County
 - Randolph County
 - Shelby County
 - Warren County
 - The towns of Vandalia and Farber

How the Housing Assistance Payment and the Maximum Rent are determined.

- Your Total Tenant Payment (TTP) is 30% of your adjusted monthly income. This is the amount that is used in the calculation to determine what you will have to pay toward your total housing costs which include rent and utilities. In order to determine your TTP, your annual income must be calculated.
- Your annual income is the amount of your yearly gross income before any deductions for taxes, Medicare payments, etc. Your annual income must be figured on all income received by the household for the year. Income earned by dependents under the age of 18 will not be considered in calculating your annual income. However, you must report all income and assets.
- After your annual income has been determined, you are given deductions for dependents and child care expenses for children twelve and under. Elderly and Disabled households may also claim medical expenses that you have for your household. The amount after these deductions is your Adjusted Annual Income and the Total Tenant Payment.
- In the Housing Choice Voucher Program, the family's subsidy is calculated first. After the family finds a unit to rent the Total Tenant Payment and the Tenant Rent can be calculated.
- The estimated or maximum Housing Voucher Subsidy is calculated by subtracting 30% of Monthly Adjusted Income from the appropriate Payment Standard or the gross rent, whichever is lowest. The appropriate payment standard for the family must be lower of the payment standard for the family unit size or the gross rent for the unit rented by the family.
- The family may choose a unit with a rent higher or lower than the payment standard (as long as it meets the minimum HQS standards). The family's contribution will depend on the rent of the unit which is chosen. If the unit rents for more than the payment standard, the family will pay more than 30% of its monthly adjusted income.
- The family cannot pay more than 40% of their monthly adjusted income toward their portion of the rent.

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete or inaccurate information on your application form.

Purpose	This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.
---------	--

Penalties For Committing Fraud	The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may 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 5 years; and/or
- Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

Asking Questions	When you meet with the person who is reviewing your application, you should know what is expected of you. If you do not understand something, ask for clarification. That Person can answer your question or find out what the answer is.
---------------------	---

Completing The Application	When you answer application questions, you must include the following information:
----------------------------------	--

Income

- All sources of money you or any member of your household receive (wages, TANF, unemployment, social security, disability, pension, etc.);
- Any money you receive on behalf of your children (child support, social security for children, etc.);
- Income from assets (interest from a savings/checking account, credit union or certificate of deposit: dividends from stock, etc.);
- Earnings from second job or part time job;
- Any anticipated income (such as a bonus or pay raise you expect to receive)

Assets

- All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you and any adult member of your family's household who will be living with you.
- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.
- The names of all of the people (adults and children) who will actually be living with you, whether or not related to you.

Signing the Application

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD does computer matches of the income you report with various Federal, State and private agencies to verify that it is correct.

Recertifications You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you recertify. You must report on recertification forms:

- All income changes, such as increases of pay and /or benefits, change or loss of job and /or benefits, etc., for all household members.
- Any move in or out of a household member; and
- All assets that you or your household members own and any assets that was sold in the last 2 years for less than its full value.

Beware of Fraud You should be aware of the following fraud schemes:

- Do not pay any money to file an application;
- Don not pay any money to move up on the waiting list;
- Don not pay for anything not covered by your lease;
- Get a receipt for any money you pay; and,
- Get a written explanation if you are required to pay for anything other than rent (such as maintenance charges).

Reporting Abuse If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your complex or Your PHA. If that is not possible, then call the local HUD office or the HUD Office of Inspector General (OIG) Hotline at (800) 347-3735. You can also write to HUD-OIG HOTLINE (GFI) 451 Seventh Street, SW, Washington, DC 20410

HUD 1140-OIG THIS DOCUMENT MAY BE REPRODUCED WITHOUT PERMISSION



Rights & Requirements

Housing Choice Voucher Program (Section 8) tenants and landlords each have rights, and is subject to requirements, while participating in the program.

Tenant Rights

As a tenant, state law grants you the right to a livable dwelling, protection from unlawful discrimination, the right to hold the landlord liable for damage caused by the landlord's negligence, and protection against lockouts and seizure of personal property by the landlord.

You are also entitled to a determination of eligibility based solely on income, household composition, suitability and HAPSCC/LCPHA/NECAC rules – without regard to race, color, religion, national origin, sex, marital status, sexual orientation, age, veteran status, the presence of any sensory, mental or physical disability, or familial status.

Tenant Requirements

1. **Supply required information** – You must submit all information for regular re-examinations of income, household composition, immigration status, and to verify that you live in the unit.
2. **Report changes in income or household members in writing within 10 business days** – You must update HAPSCC/LCPHA/NECAC if family income, household composition, or immigration status changes in any way, or if the household is being evicted. You must also notify the agency after a birth, adoption or legal-custodial arrangement, or if a family member moves out of the unit.
3. **Allow LCPHA/ NECAC to inspect the unit** – You must allow HAPSCC/LCPHA/NECAC to inspect the unit to ensure that it complies with HUD's Housing Quality Standards. You must also allow the agency to inspect the unit as requested by the landlord.
4. **Live in the subsidized unit only** – You must use the subsidized unit as your primary residence. You cannot lease or sub-lease the unit.
5. **Pay bills as required by the lease** – You must pay your portion of the rent each month, as described in the lease. In addition, you must pay utility bills and supply appliances the owner is not required to provide under the lease.
6. **Comply with the terms of the voucher, the lease and the Tenancy Addendum** – You should read the terms of the voucher, lease and Tenancy Addendum carefully. If you have questions about any of these documents, contact your local county office.
7. **Do not commit any prohibited, unlawful or criminal act** – you must not commit any prohibited or unlawful act in connection with the program, such as fraud, bribery or making side payments to landlords. You also must not participate in illegal drug activity or violent criminal activity of any kind.
8. **Abide by the obligations of Missouri State Landlord-Tenant Law** – Under state law, voucher-assisted tenants have the same responsibilities as unassisted tenants.

Landlord Rights

Landlords have the right to hold tenants responsible for tenant-caused damage to a unit, not including normal wear and tear. Tenants may be required to pay for or repair damage they have caused.

Landlords have the right, and the obligation, to select tenants using the same standards they apply to all applicants for their rental units. They may deny voucher-holders who do not meet their standard screening criteria. They may not discriminate against voucher-holders simply because they participate in the Housing Choice Voucher Program.

Landlords do not have an automatic right to participate in the program. In rare cases they may not be allowed to work with the program because they have breached leases with participating tenants or violated relevant laws or program rules. In most cases, landlords may not rent units to voucher holders who are relatives.

Landlord Requirements

1. **Screen all tenants for suitability** – Landlord's should screen prospective Housing Choice Voucher Program tenants just as they would unassisted tenants. Landlords may ask HAPSCC/LCPHA/NECAC to supply the name, address, and telephone number of the last landlord to rent to the tenant.
2. **Allow NECAC to inspect the unit** – Landlords must allow HAPSCC/LCPHA/NECAC to inspect the unit to ensure that it complies with HUD's Housing Quality Standards. Landlords must also allow the agency to inspect the unit at its request, or as requested by the tenant.
3. **Make timely repairs to keep the property in good condition** – Landlords are required to keep the unit in good condition and ensure that it complies with Housing Quality Standards. They must make all necessary repairs in a reasonable time period, or if damaged is caused by the tenant, notify the tenant that it is his/her responsibility to pay for or repair the damage.
4. **Collect the tenant's portion of rent** – LCPHA/NECAC will not collect rent from Housing Choice Voucher Program tenants.
5. **Abide by the lease (with the tenant) and the HAP Contract (with LCPHA/NECAC)** – Landlords must comply with the terms of the lease signed by the tenant and the Housing Assistance Payment (HAP) Contract signed with HAPSCC/LCHPA/NECAC.
6. **Comply with federal fair housing laws** – For questions about the requirements of federal fair housing laws, go to www.hud.gov, or call HUD at 800-669-9777. You may also contact the Housing Choice Voucher Program at 573-324-2055.
7. **Abide by the obligations of Missouri State Landlord-Tenant Law** – Under state law, landlords have the same responsibilities to voucher-assisted tenants as they do to unassisted tenants. The Missouri Landlord-Tenant Law booklet is available from the Office of the Attorney General's website, www.ago.mo.gov. The booklet is also included in all participants' briefing packets and in the owner/landlord packets. You may also request one by calling the Housing Choice Voucher Program at 573-324-2055.

North East Community Action Corp's Role

As the administrator of the Housing Choice Voucher Program, our role is:

- Determine whether the participant is eligible for the program.
- Establish the maximum rent a client can afford to pay when first leasing a unit.
- Review unit information to make sure utility information is correct.
- Assigns an appropriate utility estimate, based on voucher/unit size and payment responsibility.
- Pays the program's portion of the rent to the owner/landlord in a timely manner.
- Inspects unit to ensure that they are sanitary, safe and decent.
- Re-certify participants' income once a year to re-establish rent portions for the participant and HAPSCC/NECAC.
- Re-inspect units at least bi-yearly to make sure they still meet Housing Quality Standards.
- Monitor participants and owner/landlords to ensure compliance with program rules.
- Manages daily operations with fiscal integrity and in accordance with federal rules and regulations.

HAPSCC/LCPHA/NECAC's role in the program is limited, and there are some things the agency does not do. In general, HPASCC/LCPHA/NECAC does not:

- Screen tenants for suitability
- Collect tenants' portion of rent
- Enforce lease terms
- Evict tenants who do not comply with the lease
- Resolve disputes between landlord and tenants
- Share the tenant's personal information with the landlord without written releases of information from the tenants.

Missouri's Landlord-Tenant Law

The Rights & Responsibilities of Landlords & Tenants



ANDREW BAILEY

MISSOURI ATTORNEY GENERAL

Introduction

Disputes between landlords and tenants are common, and many could be avoided if both parties better understood Missouri law and were more aware of their rights and responsibilities.

To help Missourians become better informed, I am glad to provide this basic guide on Missouri's Landlord-Tenant Law and the rental process.

Sincerely,

A blue ink handwritten signature, appearing to read 'Andrew Bailey', with a stylized, flowing script.

Andrew Bailey
Attorney General

General Obligations

Landlord-tenant disputes are a common occurrence in the renting process. Some of these disputes could be avoided if landlords and tenants were aware of their rights and responsibilities.

Tenants should:

- Pay rent on time.
- Use reasonable care and not damage property.
- Properly dispose of garbage.
- Refrain from taking on additional occupants or subleasing without the landlord's written permission.

Landlords should:

- Make property habitable before tenants move in.
- Make and pay for repairs due to ordinary wear and tear.
- Refrain from turning off a tenant's water, electricity or gas.
- Provide written notice to tenants when ownership of the property is transferred to a new landlord.
- Not unlawfully discriminate.

PUT IT IN WRITING

The best way to avoid later problems is to address issues in a lease. Put it in writing who has to mow the lawn, fix a clogged sink or pay the utility bills.

Missouri's Law

Missouri's landlord-tenant laws offer protection for tenants renting from unresponsive landlords as well as options for landlords to get rid of drug dealers, destructive tenants and persons unlawfully occupying a premises.

State statutes:

- Authorize county courts to order the quick removal of tenants involved in drug-related criminal activity or violence even when there is no arrest, and persons occupying the property without the landlord's permission. Prior written notice is not required.
- Allow landlords to remove abandoned personal items once they have complied with notice requirements.
- Make a landlord guilty of forcible entry for willfully interrupting utility service, unless it is done for health and safety reasons.
- Allow a tenant, under certain circumstances and after giving a landlord 14 days' notice, to deduct one-half month's rent or up to \$300 (whichever is greater) for repair of code violations when a landlord neglects property.
- Allow a landlord to double the rent when a tenant lets another person take over the premises without the landlord's permission.
- Limit occupancy to two persons per bedroom except for children born during the lease period.



The Lease

Renters are bound either by an oral or written agreement.

WRITTEN AGREEMENT

Written agreements are more common and better protect the tenant and the landlord.

When a lease is signed by both parties, it becomes a binding legal contract. If any party does not fulfill the terms of the lease, the person who defaults can be sued, which can be expensive.

A tenant is not excused from honoring a lease simply because he does not understand or did not read it.

When considering a written lease agreement, tenants should:

- Read the entire contract and ask questions or obtain a legal opinion about unclear provisions.
- Ask for changes. If tenants dislike certain provisions in the lease, they have the right to ask landlords to amend the lease with written changes.
A landlord has the right to refuse the requested change, and the tenant must then decide whether to sign the lease.
- Do not rely on verbal statements. All promises and agreements should be in writing for your protection.

BASIC LEASE PROVISIONS

At a minimum the lease should include:

- Landlord's name, address and phone number.
- Address of rental property.
- Amount of monthly rent.

- Rent due date and grace period (if any).
- Amount of security deposit and conditions for its return.
- Length of lease.

OTHER QUESTIONS

Before renting, tenants might get other questions answered or address them in the lease:

- Who will pay for electricity, gas and water?
- What repairs and cleaning will the landlord do?
- What is the policy on keeping pets?
- Are fees charged for late payments?
- Who takes care of the yard and removes snow?



ORAL AGREEMENT

An oral agreement obligates the landlord and tenant for only one month. A landlord can evict the tenant or raise rent with only one month's notice. Likewise, the tenant can give notice to vacate on one month's notice.

(One month's notice means a full calendar month, and must include a full rental period. For example: If your rent is due on the third day of the month, your rental period runs from the third of the month to the third of the following month.)

The tenant or landlord must give written notice to terminate the tenancy.

Oral notice from either party to the other is not valid.



A lease for one year or more must be written and signed by the tenant and landlord.

LANDLORD CAN END LEASE

A landlord can end a lease:

- When a tenant doesn't pay rent.
- At the end of a written lease.
- When a tenant damages property.
- When a tenant violates a condition of a written lease.
- When a tenant is involved in criminal activity.

Expiration of Lease

Leases specify a date on which the tenant must move. Neither the landlord nor tenant is required to give notice.

Some leases contain an automatic renewal clause. These are automatically renewed unless the tenant notifies the landlord he will move when the lease ends.

Any agreement between a tenant and landlord allowing the tenant to stay after the lease ends should be in writing. Otherwise if there is a disagreement, the tenant may be charged double rent.

MILITARY PERSONNEL PROVISIONS

Active-duty members of the armed forces may end a lease with 15 days' notice if they:

- Receive a permanent change of station.
- Receive temporary duty orders to a station at least 25 miles away for 90 days or more.
- Are discharged or released from active duty.
- Are ordered to live in government-supplied quarters.

Under these conditions, a tenant is entitled to a full refund of the security deposit if other lease provisions have been met. Tenants in the military may have additional rights under the Service Members Civil Relief Act.

CYBER LAW

You can find the state statutes at www.moga.mo.gov/. Chapters 441, 534 and 535 address landlord-tenant issues.

Subleasing

If a tenant wishes to move out before a lease ends, he may choose to sublease. This means leasing your lease to another person who moves in and pays rent to you or to the landlord.

Before subleasing to another individual, the tenant must get the landlord's approval. Missouri law allows the landlord to double the amount of rent if a tenant subleases without approval.

If you sublease, you still are responsible to your landlord for the original lease payments and other terms. You can be held responsible for any problems created by the new tenant.

If a tenant needs to move out before the lease terminates, the lease may be canceled only if the landlord agrees. The tenant and landlord should sign a statement that the lease has been canceled by mutual agreement.

Bottom Line: You need a written agreement to sublease or cancel your lease.

Security Deposit

Under Missouri law, a landlord cannot charge more than two months' rent as a security deposit.

At the end of the lease, the landlord has 30 days to return the security deposit with an itemized list of damages for which any portion of the deposit is kept.

During that 30-day period, the landlord must provide reasonable notice to the tenant of the time and date when the landlord plans to inspect the dwelling.

The tenant has the right to be present during the move-out inspection, which must be conducted at a reasonable time.

To avoid last-minute problems, tenants should ask the landlord in what condition he expects the unit to be left. Then allow plenty of time for cleaning.

The landlord may keep all or part of a deposit to pay for actual damages (not for normal wear and tear), unpaid rent, or lost rent due to the tenant moving out without adequate notice.

The tenant may not use the security deposit to pay the last month's rent.

Remember to give the landlord your forwarding address in writing. Otherwise, he may not be able to send your deposit. (When moving, it is also a good idea to provide a "forwarding order" to the post office.)

If the landlord has wrongfully withheld all or part of a deposit, the tenant may sue to recover up to twice the amount wrongfully withheld.

Repairs

One way to avoid problems with repairs is to have a written agreement, preferably in your lease. The agreement should state which repairs are the landlord's responsibility and which are the tenant's.

The landlord should be responsible for repairs caused by ordinary wear and tear and natural forces such as the weather. Tenants should pay for damages resulting from their own negligence or the negligence of a guest.

If repairs are needed, ask the landlord to make repairs within a reasonable period of time. If repairs are not made, make a written request for the necessary repairs and keep a copy of the letter.

If the repairs still are not made, the tenant may seek legal assistance. If the dwelling becomes unsafe due to the repair problems, the tenant should contact local health or housing authorities.

If a tenant withholds rent payments until repairs are completed, the renter may be in violation of the lease and may be subject to eviction.

In most circumstances, a tenant has no right to withhold rent. Missouri law provides only a very narrow exception to this rule for dangerous or unsanitary conditions that a landlord fails to fix.

Only under these very limited circumstances may the tenant make the necessary repairs and deduct the cost from rent:

- The condition affects the sanitation, security or habitability of the property and violates city code.

(If the landlord disputes this, a tenant must obtain written verification from city inspectors as to the code violation.)

- The tenant has lived on the property for at least six consecutive months.
- The tenant has paid all rent owed.
- The tenant is not in violation of the lease.
- The tenant has provided written notice to the landlord of the problem and the tenant's plan to fix it.
- The tenant has allowed at least 14 days for the landlord to respond to the notice.

If the landlord still does not fix the code violation within 14 days of receiving the city's notice, then the tenant can proceed with the repairs.

The amount of the repair must be verified by receipts. In most cases, the cost of repair must be less than \$300 or one-half month's rent (whichever is greater).



Eviction

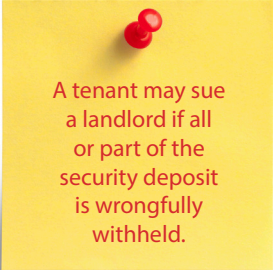
A landlord may not evict a tenant without a court order.

The landlord may begin eviction proceedings if a tenant:

- Damages property.
- Fails to pay rent.
- Violates the terms of the lease.
- Injures the lessor or another tenant.
- Allows drug-related criminal activity on the premises.
- Fails to vacate at the end of the lease term.
- Gambles illegally on the property.
- Allows a person to reside on the property whom the landlord has previously excluded.

The tenant will receive a notice that an eviction lawsuit has been filed and will have the opportunity to be heard in court before any eviction.

Missouri law also allows landlords to remove persons who are not lawfully occupying the property.



A tenant may sue a landlord if all or part of the security deposit is wrongfully withheld.

Discrimination

Landlords cannot refuse to sell, rent, sublease or otherwise make housing available based on a renter's race, color, religion, sex, disability, familial status or national origin.

Landlords also cannot charge some individuals higher rent or falsely state that housing is not available for discriminatory reasons.

However, there are some exceptions to these rules. If you believe you have been a victim of housing discrimination, contact one of these agencies:

Missouri Human Rights Commission

Toll-free: 877-781-4236

Jefferson City: 573-751-3325

St. Louis: 314-340-7590

U.S. Department of Housing and Urban Development

Housing Discrimination Hotline: 800-669-9777

Housing Authority of Kansas City

For residents of Kansas City: 816-968-4100

Metropolitan St. Louis Equal Housing Opportunity Council

For residents of St. Louis city and St. Louis, St. Charles, Franklin and Jefferson counties: 314-534-5800 or 800-965-3462

Publications

The Missouri Attorney General's Office publishes information on a variety of topics. These brochures may be accessed at ago.mo.gov.



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

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

OMB Approval No. 2577-0169
exp. 04/30/2026

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

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

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

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
 - (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;
For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

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

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

INSPECTION PROCEDURES

We will arrive at your unit anytime between the hours of 8:00 am and 5:00 pm. Please be sure you are awake, dressed and alert.

Someone must be at the unit for the inspection to be completed. This person must be 18 or older. We cannot go into a unit if no one is home (excludes new units that are not occupied). Do not leave the unit for even a few minutes or be in a room where you cannot hear us such as taking a shower when you know the inspector is coming unless someone else (18 yrs old) is there to answer the door.

We cannot inspect the unit if another family is still residing in the unit or if that family still has items in the unit.

The stove and refrigerator should be in the unit and all utilities MUST be turned on before we can inspect the unit. The unit **MUST** be clean with **ALL** outlets and windows visible for inspection.

Please allow the inspector to complete the inspection in a timely manner. Children need to be occupied with other activities so the inspector can complete the inspection without interruptions.

All dogs must be secured in and or around the home or the unit WILL NOT be inspected. If your dog is in the unit, put it in another room. If the neighbors have loose dogs you need to contact them and have their dogs secured. If this is not possible, watch for the inspector and meet them outside.

All smoke and carbon monoxide detectors must work when tested. Be sure the batteries are installed and working.

If the unit fails the inspection, you must call the inspector to set up another date to go back and check the failed items once the items have been repaired.

We will only make three trips to the unit. If the unit does not pass by the third trip, you will be required to look for other housing or be terminated from the program.

If you or your children are sick, you may call and reschedule the inspection.

If the unit was built before 1978, has a child under six years of age, or if you are pregnant, and it has large areas of deteriorating paint in or on the unit we will not be able to inspect it.

The unit cannot be inspected if it falls below Housing Quality Standards. You and the Landlord need to review the list of Common Fail Items to ensure that the unit will pass the inspection the first time.

COMMON FAIL ITEMS

1. Someone 18 years old must be present for the inspection to be performed, between the hours of 8am-5pm.
2. All utilities must be on (electric, gas, water, etc.)
3. All smoke and carbon monoxide detectors must work when tested. One smoke detector is required in each sleeping room and one on each level of the unit including the basement. If the unit is occupied by a hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons. A carbon monoxide detector is required if the unit has any gas, wood burning or oil burning appliances or fire places. It must be placed in the area of the bedrooms and or sleeping rooms.
4. All windows accessible from the ground or roof must lock. 50% of windows in a room must open and close properly and must stay open without the use of a prop. The remaining 50% must be made inoperable. Windows with crank style windows must have cranks in place and work properly. All screens must be secure and free of holes and tears. All operable windows must have screens (exception: bathroom window too small to be used as an egress). There can be no broken, cracked or loose glass.
5. All peeling paint on walls and ceilings, interior and exterior, including porches, window trim, fencing, propane tanks and sheds must be removed and painted or covered with another type of covering such as paneling, wallpaper, or siding.
6. All electrical switches and outlets must be intact and have cover plates. Cover plates must not be cracked, chipped, or broken. All capped wires must be in secured junction boxes with covers plates.
7. Regulations require an overflow pipe (made of copper, PVC, or CPVC or equivalent) be installed on water heaters from the pop-off valve or temperature and pressure relief valve(T&PRV) between 2"-4" from the floor. All gas units must be vented outside with tight joints and no holes or deterioration in the vent piping.
8. If there is not a window in the bathroom, it must be equipped with an exhaust fan. The exhaust fan must be clean and work properly.
9. Regulations require that there be handrails on steps with four or more consecutive steps and on porches, decks and retaining walls that are 30 inches from the ground.
10. If there is evidence of an infestation of any type, you must hire an exterminator or begin a program of extermination.
11. Property must be clean. There must not be any trash or debris on the property. All trash must be disposed of such as old appliances, tires, broken glass.
12. Grass must be mowed and trees trimmed off of the unit and fallen limbs removed.
13. No unlicensed vehicles unless parked in a garage or properly covered per municipality regulations.
14. All burners and ovens on cooking stoves must be usable. Knobs, oven handles, burners, and elements must be securely in place. Drip pans and ovens must be clean and in good working order. Gas units must light with the pilot.
15. If present, range hood filters must be in place and clean.
16. Refrigerators and dishwashers must have toe-kicks if designed to have one and a tight seal around the doors.
17. All floor, ceiling, or wall vents, duct work and cold air returns grills must be secured with no large gaps and clean.
18. All units with gas, wood, or oil burning appliances, furnaces, water heaters, and fire places will need to be serviced on a yearly basis to ensure that they are operating in a safe and efficient manner. This is the Landlords responsibility and the PHA will not be held liable if these items malfunction. Clean furnace and A/C (including window unit) filters must be in place.
19. No empty light sockets are allowed unless they are protected with a globe. Closet lights that have globes must have the globe in place.
20. Breaker boxes cannot have any open slots. Fill with dummy breakers or slot covers. Do not use tape.
21. Cap off washer valves, drains, dryer vents, and dryer gas lines if not in use.
22. Secure all loose flooring that can be a trip hazard.
23. Do not use double key deadbolts on any door. Exception: Closet doors
24. All exterior doors must be weather tight when closed and all exterior and interior door hardware must work properly.
25. All mobile homes must be securely tied down and underpinned.

Poor maintenance, repair work, or removing items may reduce the value or the property owner's rent amount.

Example: Removing storm doors or a dishwasher and patching instead of repairing or replacing.

Affordable Bed Bug Management?

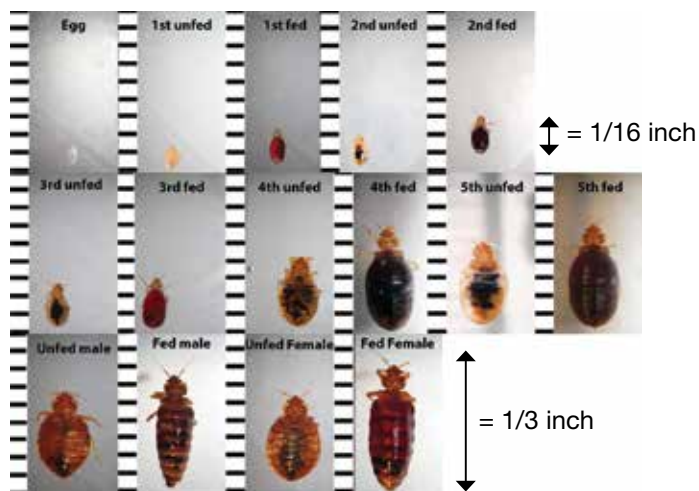
Karen M. Vail, Professor

Pat Barnwell, Student Assistant

Department of Entomology and Plant Pathology

A bed bug is a small insect that feeds on blood and is most active when humans are sleeping. They are beige to rusty red and may be 1/25 to a 1/3 of an inch depending on the life stage. Recently fed bed bugs are larger and redder than unfed ones. A bed bug bite may result in a red itchy welt that appears immediately or as long as two weeks later. Often no response to the bite occurs. Those over the age of 65 are less likely to react to a bite than younger people. While bed bugs and their bites may be irritating, they are not known to transmit disease-causing organisms.

Bed bugs are excellent hitchhikers and may enter homes via infested luggage, backpacks, purses, clothing, and furniture. If you live in an apartment building, bed bugs may enter around pipe, wire or duct penetrations and may even come under the front door. Once in, they can hide in cracks and crevices found in beds and other furniture, and walls or floors. Typical hiding places include seams and tufts of mattresses, inside the box spring, in and under nightstands (especially recessed screws) and clutter, behind wall baseboards and bed headboards, loose wall paper, and any other crack or crevice about the width of a credit card's edge.



Egg, fed and unfed immature, and male and female bed bugs. Rulers are in millimeters.

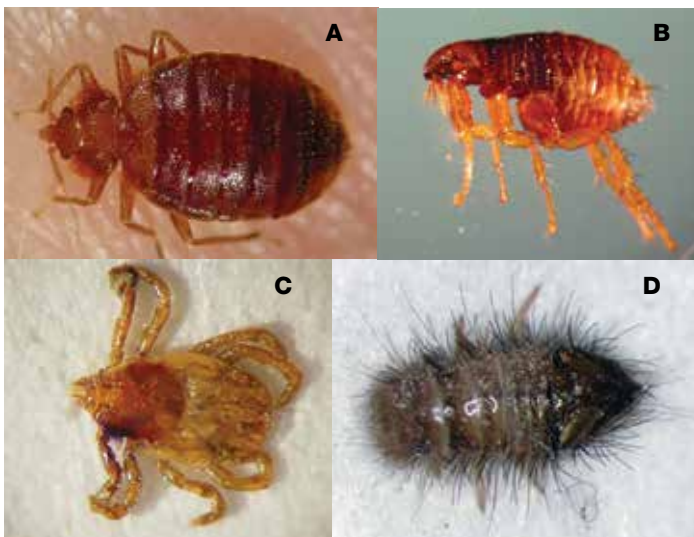
Because of the media attention surrounding bed bugs, residents often worry that bed bugs are present and assume any small crawling insect must be one. Many carpet beetle larvae are mistaken for bed bugs, as are ticks, fleas and other arthropods. One insect identification expert estimates that half of submitted suspected bed bugs specimens are something else.

Bed bug management is costly, and you should not attempt it unless bed bugs have been confirmed by a professional such as your local Extension agent (www.csrees.usda.gov/Extension) or specialist.

Once identification has been confirmed, contact a pest management professional (PMP) or company. A PMP has the tools needed for crack-and-crevice applications and access to a greater variety of insecticides and equipment. Bed bug populations throughout the nation have been found to be resistant to a class of insecticides known as pyrethroids. These are the active ingredients in many of the insecticides available to the general public for bed bug control.



Black fecal spotting, or bed bug poop, as well as shed skins left behind as the bug grows are indicators that bed bugs are or were present at some time.



Adult bed bug (A), cat flea (B), tick (C) and varied carpet beetle larva (D).

Most PMPs will have a separate contract for bed bugs that clearly explains their responsibilities and their client's responsibilities. The National Pest Management Association has released a list of best management practices (www.bedbugbmps.org) for bed bugs that both the resident and PMP will find helpful. If a building is used for the temporary or permanent lodging of others (TCA 62-21-124), pesticides must be applied by someone under the direct supervision of a person licensed by the Tennessee Department of Agriculture to apply pesticides. If you are a tenant, and your landlord is responsible for pest control, notify your landlord immediately if you think you have bed bugs. It is much easier to control an infestation if it is caught early.

One of the most thorough ways to manage bed bugs is to hire a professional to combine the application of pesticides into cracks and crevices along with a heat treatment and/or other nonchemical controls. Only trained professionals should apply heat treatment for bed bugs, since they have proper equipment to monitor temperatures and ensure the bed bugs are killed while preventing fire hazards.

Pest management professionals should provide you a list of things that must be completed for bed bug management to be successful. This list may include washing and drying bedding, reducing clutter, sealing pipe penetrations and other cracks and crevices, bagging clothing after it has been run through the dryer, placing bed bug detection devices under or near bed legs and against walls, etc.

If hiring a professional is unaffordable, here are options that will help suppress bed bug populations, but not necessarily eliminate them.

1. Use the "Hunt and Peck" technique.

Wearing gloves, use a flashlight and magnifying lens to see the bugs, and a plastic credit card, playing card, or similar long, thin item to move bed bugs out of cracks in beds, furniture, walls and floors into the open. Bugs can be crushed or stuck to tape and put in a sealable plastic bag to prevent them from escaping and reinfesting the home.

2. Vacuum.

Bed bugs can move fairly quickly, so a vacuum may be more efficient at catching bugs than using the "Hunt and Peck" technique. Place a knee-high stocking over the end of the vacuum tube and secure it with a rubber band prior to placing the attachment. **Attaching the knee-high is very important to prevent bed bugs from living in the hose or other parts of the vacuum and reinfesting the home.** Vacuum cracks and crevices including tufts, seams, zippers, and the trim of beds and upholstered furniture where bed bugs can hide. When you finish vacuuming, remove the knee-high, tie off and discard in a sealable plastic bag. If you don't have a knee-high, empty the contents of the vacuum canister into a sealable plastic bag and discard the bag in an outdoor garbage can. Check the vacuum for live bed bugs and remove them to prevent moving bugs to other areas of the house, then store the vacuum in a sealed plastic bag.



Use a knee-high stocking over the end of the vacuum tube to catch bed bugs and prevent them from infesting the vacuum.

3. Use steam.

All stages of bed bugs will die within a minute when exposed to temperatures higher than 120 F. Therefore, all stages of bed bugs will die when exposed to steam. Run the steamer over seams of the mattress, box spring, upholstered furniture, and other appropriate cracks and crevices. Steam should penetrate about 3/4 inch into fabric and more than 2 inches into a gap. Steve Kells (www.bedbugs.umn.edu) of the University of Minnesota provides many suggestions on using steam for bed bug control. A triangular-

shaped steamer attachment is more effective than other attachments. Do not use a narrow nozzle or pinpoint steam nozzle as the velocity of the steam may blow the bed bugs away from the surface before they are killed. Surfaces can be monitored with an infrared thermometer (one that can measure temperature without contacting a surface) and should reach 160-180 F after the steamer has passed. If the surface is too hot, move the wand faster, and if the temperature is too low, move the wand over the surface more slowly. Personal safety and fabric precautions are also discussed on the website mentioned above. Use steam before applying pesticides.

4. Wash and dry clothes.

Place clothes that can be similarly laundered into a clean plastic bag and tie the bag. Empty clothes into the washing machine. Place all empty plastic bags into a clean bag and tie off prior to disposing. Wash and dry on the highest allowable setting according to fabric type. Dry clean only clothes and dry clothing can be placed in the dryer on medium to high setting for 20 to 30 minutes to kill bed bugs. Do **not** place dry clean only fabrics into the washer. Fold clothes and place directly into a clean bag. Keep clothes in a tightly sealed bag until needed.

5. Use encasements made for bed bug management over mattresses and box springs.

These encasements are modified to keep the zipper from backing off the stop. They deny bed bugs from moving into mattresses and box springs and seal them in if they are already present. Using bed bug proof encasements without holes should prevent the bed bugs inside the encasement from biting the person sleeping on the bed. With no one to feed on, these bed bugs will eventually die, but may take many months to do so. Bed bugs are easier to see on the light-colored outside surface. **The encasements must be without holes to be effective**, so check them regularly for tears and ensure the zippers remain closed. See the manufacturer's directions to prevent tears. Repair tears with strong tape.

6. Use BlackOut BedBug Detector, ClimbUp Insect Interceptors and other monitoring devices.

Place BlackOut BedBug Detector (blackoutbbdetector.com/residential), ClimbUp Insect Interceptor (www.insect-interceptor.com) or similar devices under bed or furniture legs to help you find new infestations and protect against reinfestation. Pull beds away from walls, and don't allow bedding to touch the floor to prevent bed bugs from accessing the bed without climbing up the device. Lightly dust the ClimbUp's wells with talc and replace the bandage tape as needed. BlackOuts do not require talc.



Examples of bed bug monitoring devices (White ClimbUp [left], BlackOut BedBug Detector [center] and Black ClimbUp [right]).

If you have pets, prevent pet hair from accumulating in the trap so it does not form a bridge for the bed bugs to escape. These devices can also detect bed bugs when placed against walls in bathrooms, living rooms, bedrooms and closets. Monitoring devices can be made by applying a thin layer of oil in a plastic dish, soup can or empty cream cheese container, but these will make a mess if spilled. See Monitoring Devices (bedbugs.utk.edu/equipment.html) for other monitoring options.

7. Insecticides.

Many of the pesticides available to the general public are ineffective in controlling bed bugs due to their active ingredient and/or their method of application. "Bug bombs" or total release aerosols do not control bed bugs because the bug is often hiding in a protected spot and is not exposed to the insecticide. Diatomaceous earth (DE) may be effective when applied according to label directions, but DE is often misapplied. To kill bed bugs, DE should be lightly applied in the cracks and crevices where bed bugs are found. Unfortunately, untrained applicators often place diatomaceous earth in exposed surfaces that could potentially pose a hazard to people and pets.

To prevent future infestations ...

1. Be able to recognize bed bug eggs, nymphs and adults, as well as their feces and shed skin. See Bed Bugs in Tennessee at bedbugs.utk.edu for images.

2. When traveling:

Store luggage away from beds. Store luggage in the bathroom or place it in a sealable plastic bag.

Inspect the hotel room before you unpack. You'll need gloves, a flashlight and magnifying lens. Check behind the headboard, along the mattress seams, and other accessible cracks and crevices. Ask for another room if you find bed bugs.

Inspect luggage for bed bugs before leaving the hotel.

Upon your return home, wash and dry clothes immediately.

Leave luggage in a sealed bag until you have time to inspect and clean it or heat treat it.

3. When acquiring new, used or rented beds, bedding, furniture, appliances and other items that may harbor bed bugs, inspect them before purchasing or bringing them to your home. Put an end to “dumpster diving.” Don’t pick up furniture, bedding and appliances that have been placed next to a dumpster. Bed bugs may be one of the reasons these were placed there.

4. Inspect clothing, purses, backpacks and briefcases before entering the home. These items can be left in sealed plastic bags during the day to prevent bed bugs from hitching a ride home with you.

5. Mattress encasements made specifically for bed bug management can be placed over mattresses and box springs. The encasements deny bed bugs access to these items and the light color makes the bed bugs easier to see. The encasements must be intact to be effective, so check them regularly for tears and ensure the zippers remain closed.

6. Reduce bed bug hiding places by sealing cracks and crevices and reducing clutter, especially under the bed.

7. BlackOut BedBug Detectors, ClimbUp Insect Interceptors or similar devices can be placed under bed or furniture legs to aid detection of new infestations and protect against reinfestation. Pull beds away from walls and don’t allow bedding to touch the ground to prevent bed bugs from accessing the bed without climbing up the interceptor. Dust the ClimbUps’ wells with talc and replace the bandage tape as needed. Do not add talc to the BlackOut. Prevent pet hair from accumulating in the trap so it does not form a bridge for the bed bugs.

8. Inspect the bed when changing sheets to detect bed bugs when the populations are still low.

Sources:

Bed Bugs in Tennessee, bedbugs.utk.edu and Let’s Beat the Bed Bug, www.bedbugs.umn.edu

NY City Department of Health and Mental Hygiene, Stop Bed Bugs Safely, <http://www.nyc.gov/html/doh/downloads/pdf/vector/vector-faq1.pdf>

This material is based upon work supported by the USDA NIFA under Award No. 2013-41534-21087. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the USDA NIFA.



United States
Department of
Agriculture

National Institute
of Food and
Agriculture

Precautionary Statement

To protect people and the environment, pesticides should be used safely. This is everyone’s responsibility, especially the user. Read and follow label directions carefully before you buy, mix, apply, store or dispose of a pesticide. According to laws regulating pesticides, they must be used only as directed by the label

Disclaimer

This publication contains pesticide recommendations that are subject to change at any time. The recommendations in this publication are provided only as a guide. It is always the pesticide applicator’s responsibility, by law, to read and follow all current label directions for the specific pesticide being used. The label always takes precedence over the recommendations found in this publication.

Use of trade or brand names in this publication is for clarity and information; it does not imply approval of the product to the exclusion of others that may be of similar, suitable composition, nor does it guarantee or warrant the standard of the product. The author(s), the University of Tennessee Institute of Agriculture and University of Tennessee Extension assume no liability resulting from the use of these recommendations.

THE UNIVERSITY of TENNESSEE 
INSTITUTE of AGRICULTURE

ag.tennessee.edu

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

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact

or go to

You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of VAWA violence/abuse.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

. The VAWA emergency transfer plan

includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

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

. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting

. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

How Portability Works



Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

See front for more details

Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.

3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA.

PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.

See front for more details

How Portability Works

What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (**the initial PHA**).

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.



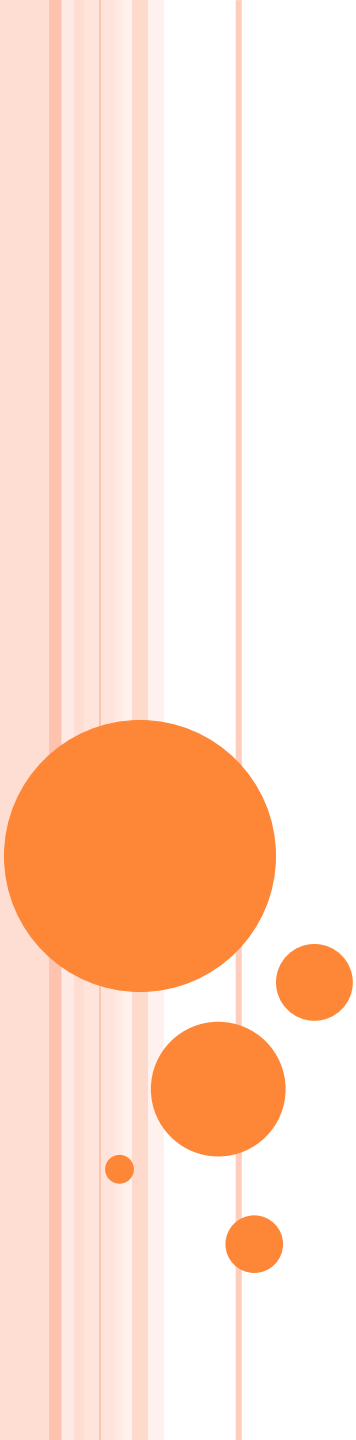
New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.

What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
 2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.
- Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).**



HEALTHY HOME

A Busy Person's Guide to a Healthy and Clean Home

“This program is funded in whole or part with federal funds received from the U.S. Department of Health and Human Services (HHS), Community Services Block Grant, as provided by the Missouri Department of Social Services, Family Support Division. The funds received from the Family Support Division are all federally funded.”

CLEAN AS YOU GO

DON'T LET THE MESS BUILD UP, CLEAN UP A LITTLE AT A TIME.

KEEP COUNTERS AND SINK CLEAN. IF YOU COOK OR PREPARE FOOD, WIPE DOWN THE COUNTERS WHEN YOU'RE DONE. WHEN YOU DO ANYTHING IN THE SINK, RINSE AND WIPE IT DOWN. THIS WILL TAKE LESS THAN A MINUTE.

WHILE YOU'RE COOKING DINNER, LOAD THE DISHES INTO THE DISH WASHER AND PUT THE DRY ONES AWAY.

KEEP THE FLOORS CLEAN. MOST OF THE HOUSE NEEDS SWEEPING OR VACUUMING AT LEAST TWICE A WEEK, BUT THE KITCHEN NEEDS SWEEPING EVERY DAY, DO THIS BEFORE BEDTIME EACH NIGHT.

KEEP A BRUSH BY THE TOILET AND DO A QUICK SCRUB WHEN NEEDED.

IF YOU NOTICE TOYS, SCHOOL BOOKS OR CLOTHES LAYING AROUND, PUT THEM WHERE THEY BELONG RIGHT AWAY!



TEACH THE KIDS

IT TAKES A LOT OF WORK TO KEEP A HOUSE CLEAN — DON'T FEEL AS THOUGH YOU MUST DO IT ALL YOURSELF. IF YOUR KIDS ARE OLD ENOUGH TO STAND UPRIGHT, THEY ARE OLD ENOUGH TO CLEAN SOMETHING.

ENCOURAGE THEM TO PICK UP THEIR TOYS EVERY NIGHT AS PART OF THEIR GOING-TO-BED ROUTINE.

GIVE THEM A DRY RAG AND ENCOURAGE THEM TO “HELP” YOU AS YOU DUST.

IF YOUR KIDS ARE OLDER, GIVE THEM “CHORE CHARTS” THAT LIST THE HOUSEHOLD DUTIES THEY ARE RESPONSIBLE FOR. YOU CAN EVEN GIVE THEM PRIZES OR AN ALLOWANCE FOR THE CHORES THEY COMPLETE.



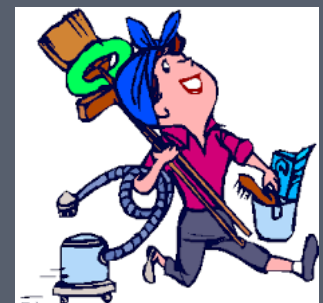
Deep Clean Day

Every once and a while, schedule some time to give your home a really thorough cleaning. This isn't something you need to do a lot – maybe just once a month.

Use this time to devote your attention to parts of the house that are usually neglected.

Clean up clutter under your sinks, toss out that neglected pile of junk mail or sort through all the random bits of laundry left next to the clothes washer.

This is a great time to get the whole family involved. Have your kids give their rooms a deep clean and tell your husband to use the time to get his man-cave spic and span.

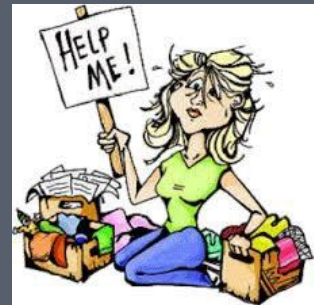


Schedule your Cleaning

Divide your cleaning duties into bite-sized portions throughout the week so you don't get overwhelmed.

Maybe Sunday will be your laundry day, Monday will be the day to mop the floors, Tuesday will be the day you clean the bathrooms and so on.

Carve out a bit of time each day to clean so that you aren't completely exhausted and your house doesn't have the chance to fall into complete chaos.



Get Organized

Streamline your home life as much as you can. That means making sure that everything in your home has a place.

Invest in storage baskets and bins to keep things you don't use every day neatly tucked out of site.

Teach your kids where everything “lives” and reward them for putting things in their proper homes.

Use a basket for incoming mail, and sort through it at least once a week.



Get Rid of Things you Don't Need or Want

One great way to keep your house clean is by getting rid of things that are just taking up space.

Go through each room and toss out things that are not used, and that are just gathering dust.

If you'd like to make a little cash off of your unwanted things, have a garage sale or give them to a consignment shop. You can also donate your unwanted stuff to groups that help needy families.

Pass along clothes and toys your kids have outgrown to younger relatives.





It might feel like it's impossible to keep your house clean while raising your family, but it's not. You can do it!

Just figure out ways to make it easy for yourself. Break down your cleaning to-do list into small portions and involve the whole family.

Kids like to be independent and fill up a chore chart!



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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

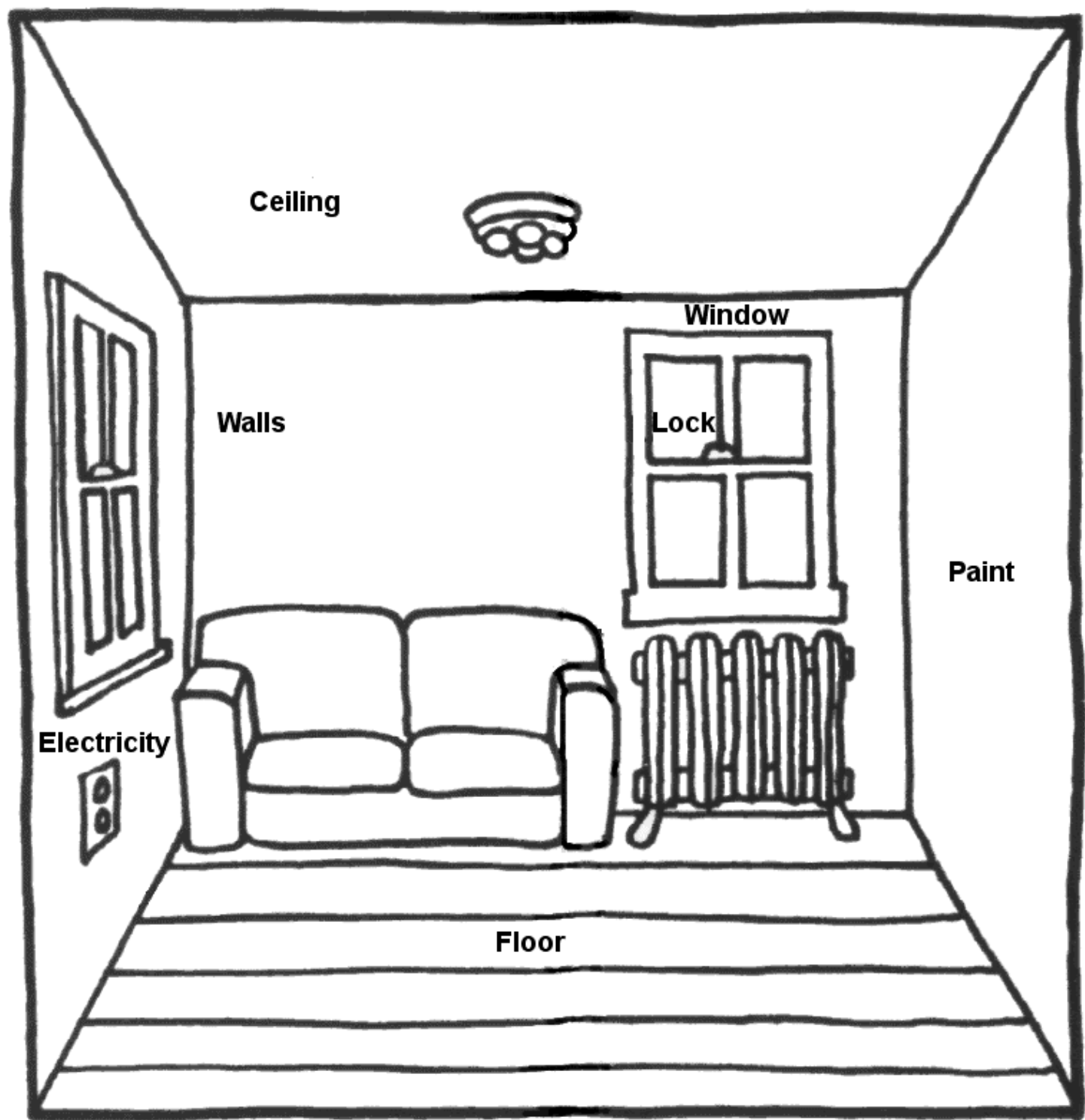
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

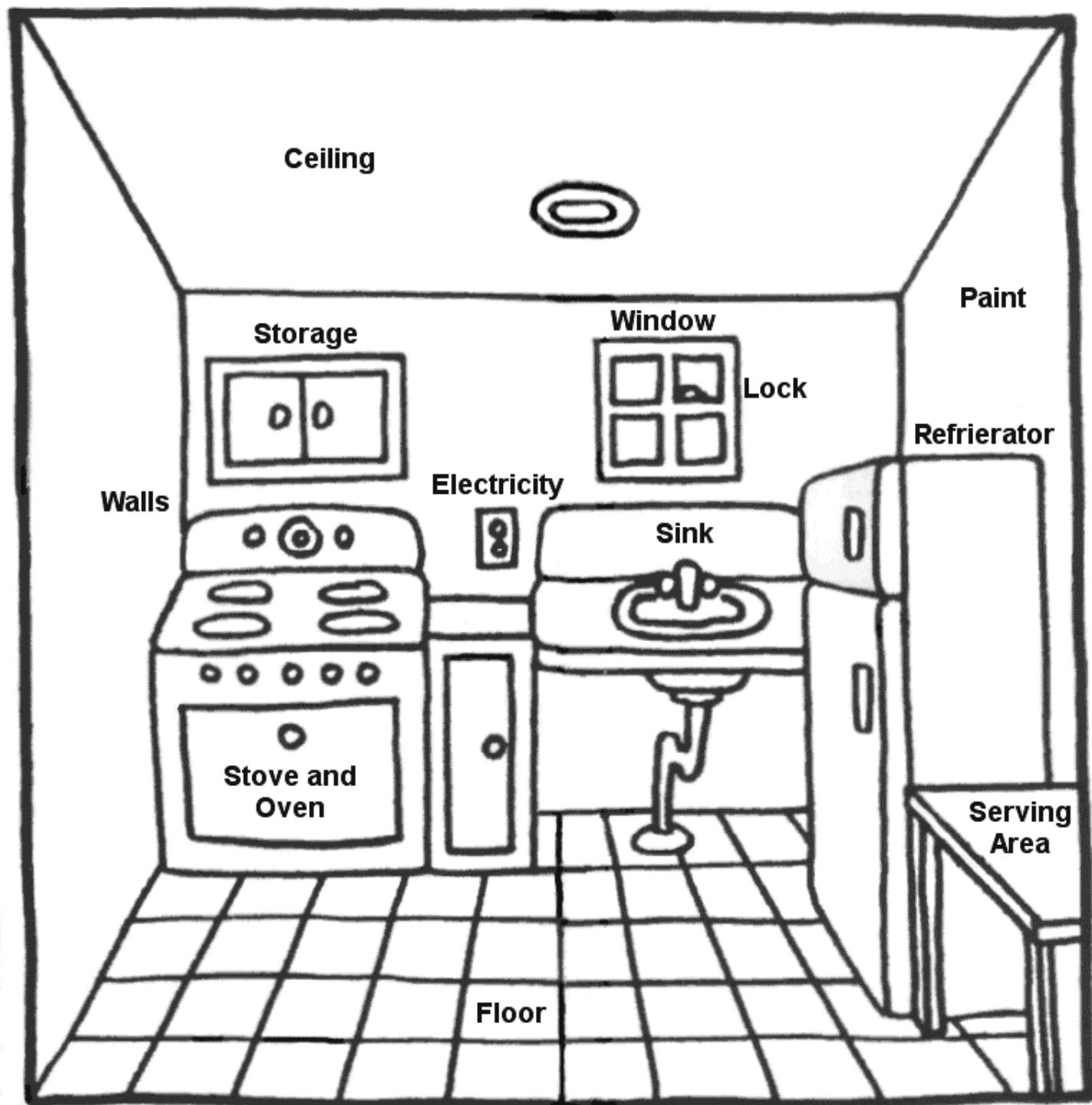
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

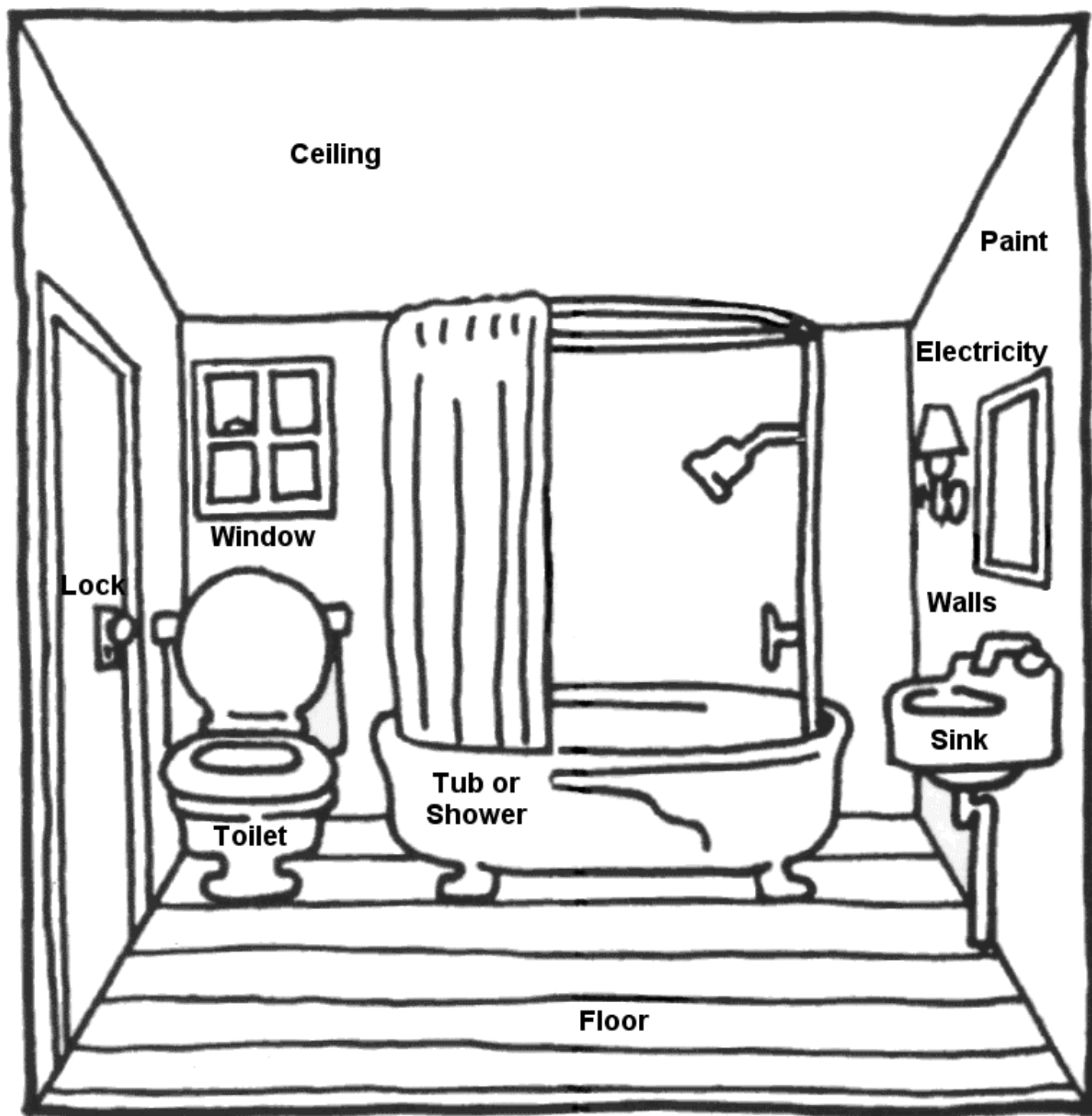
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

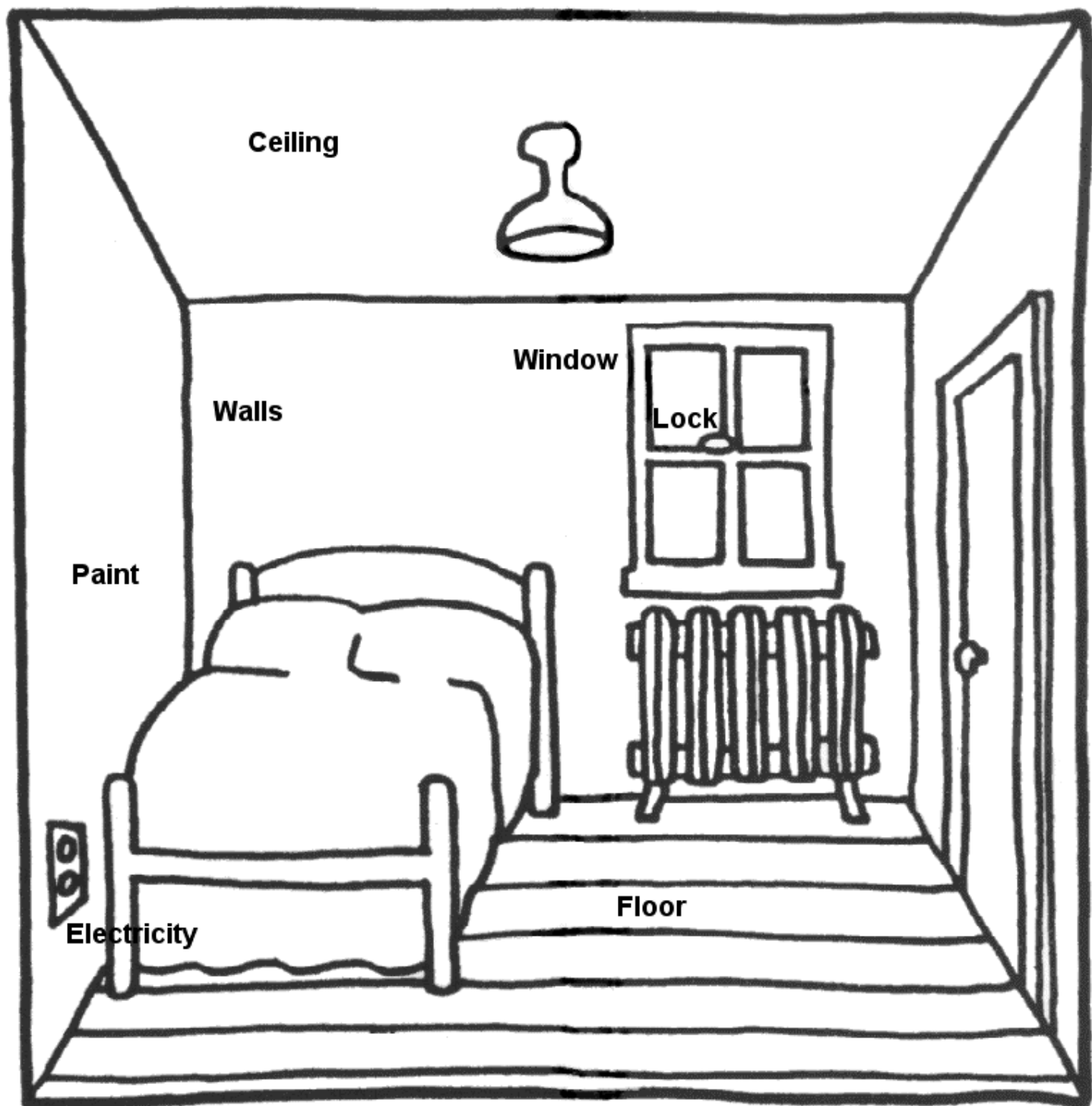
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

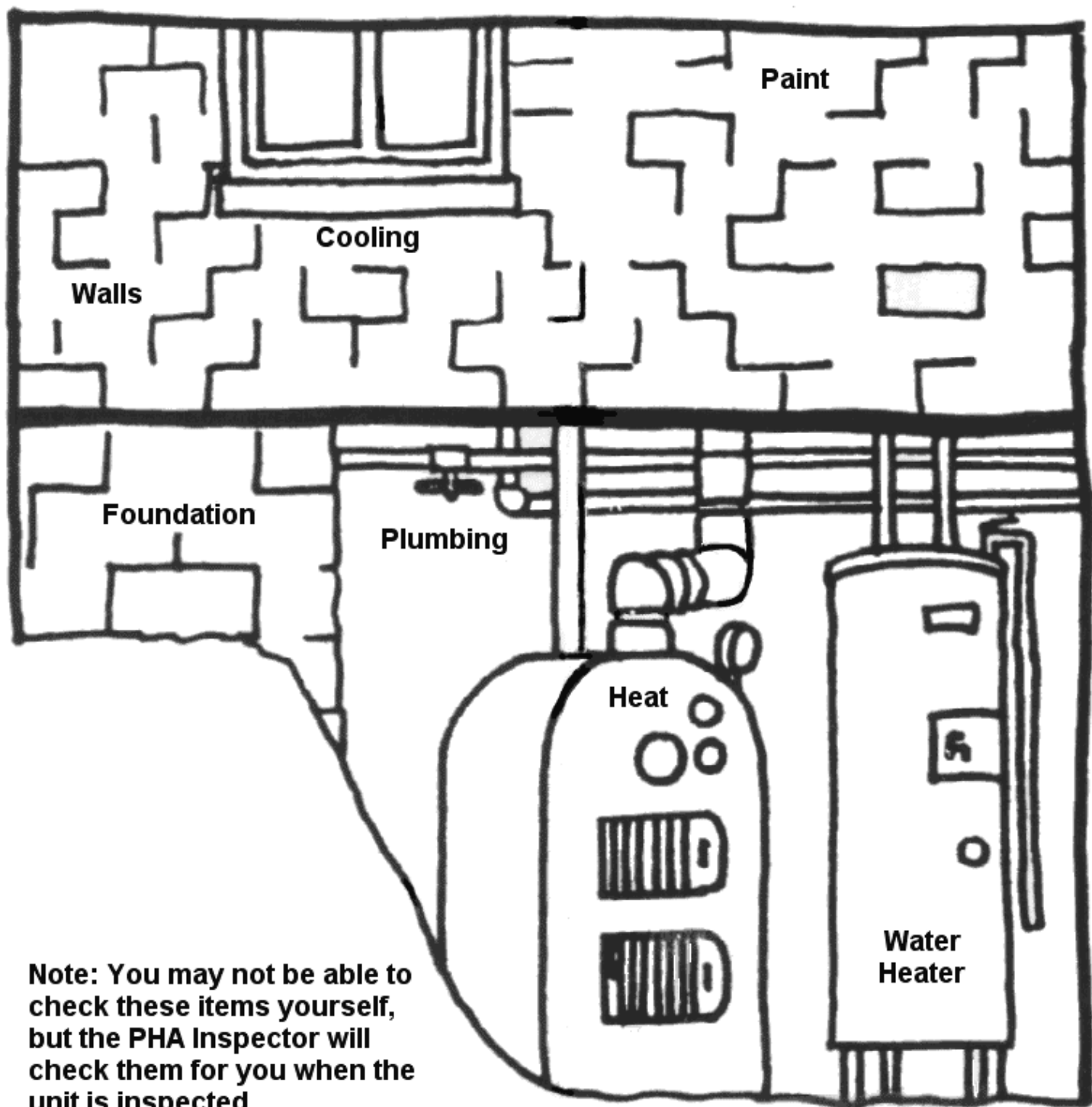
Heat

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

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

You should also think about:

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



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

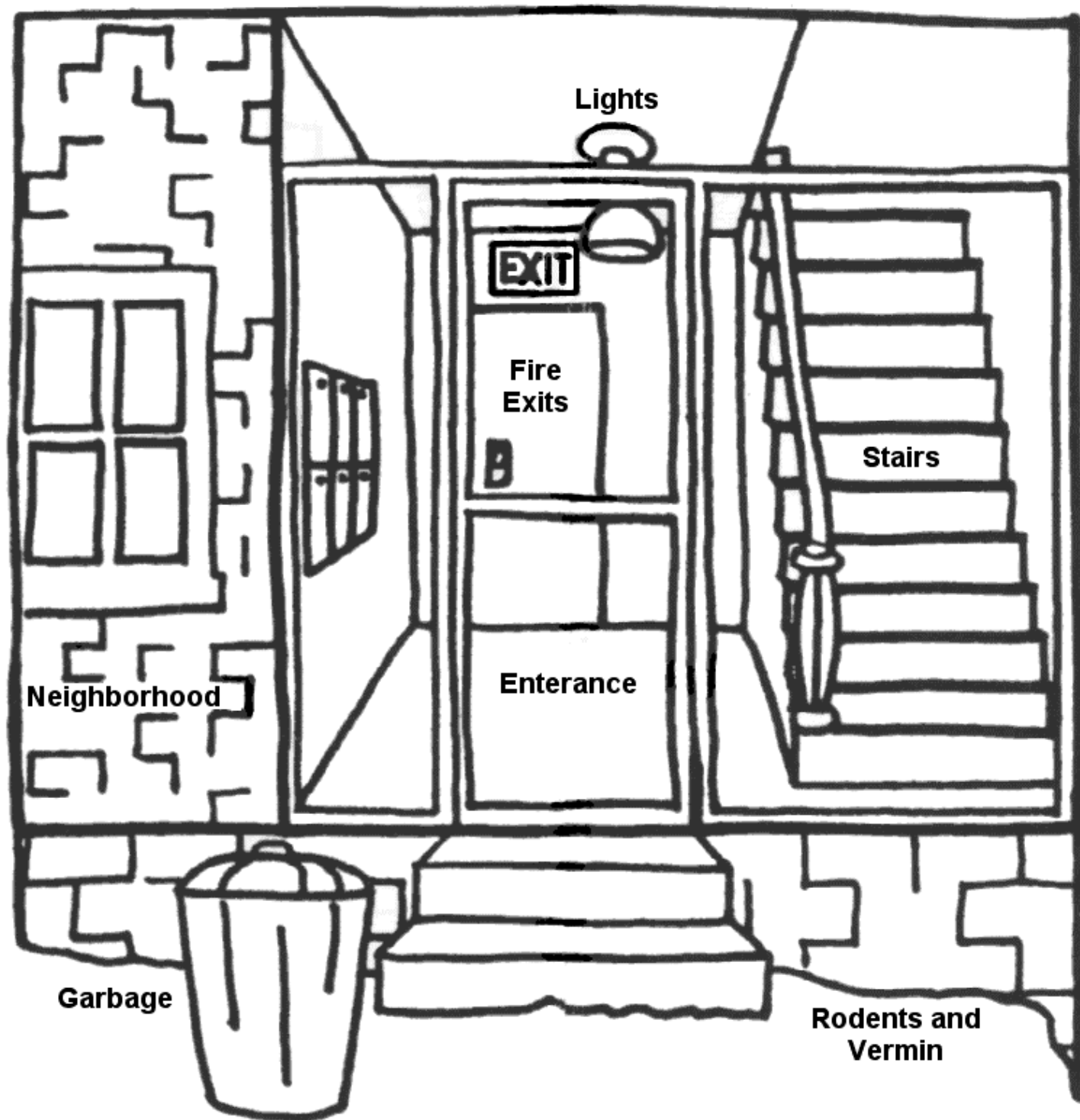
No sign of rats or large numbers of mice or vermin (like roaches).

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.

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).



Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

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

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

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

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

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



Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

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

EPA-747-K-12-001
June 2017

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

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.

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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.

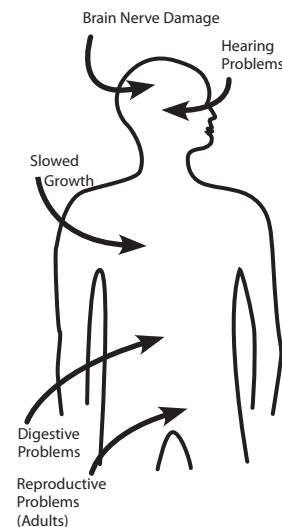
⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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.

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.

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*.

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

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.

Reducing Lead Hazards

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

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



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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

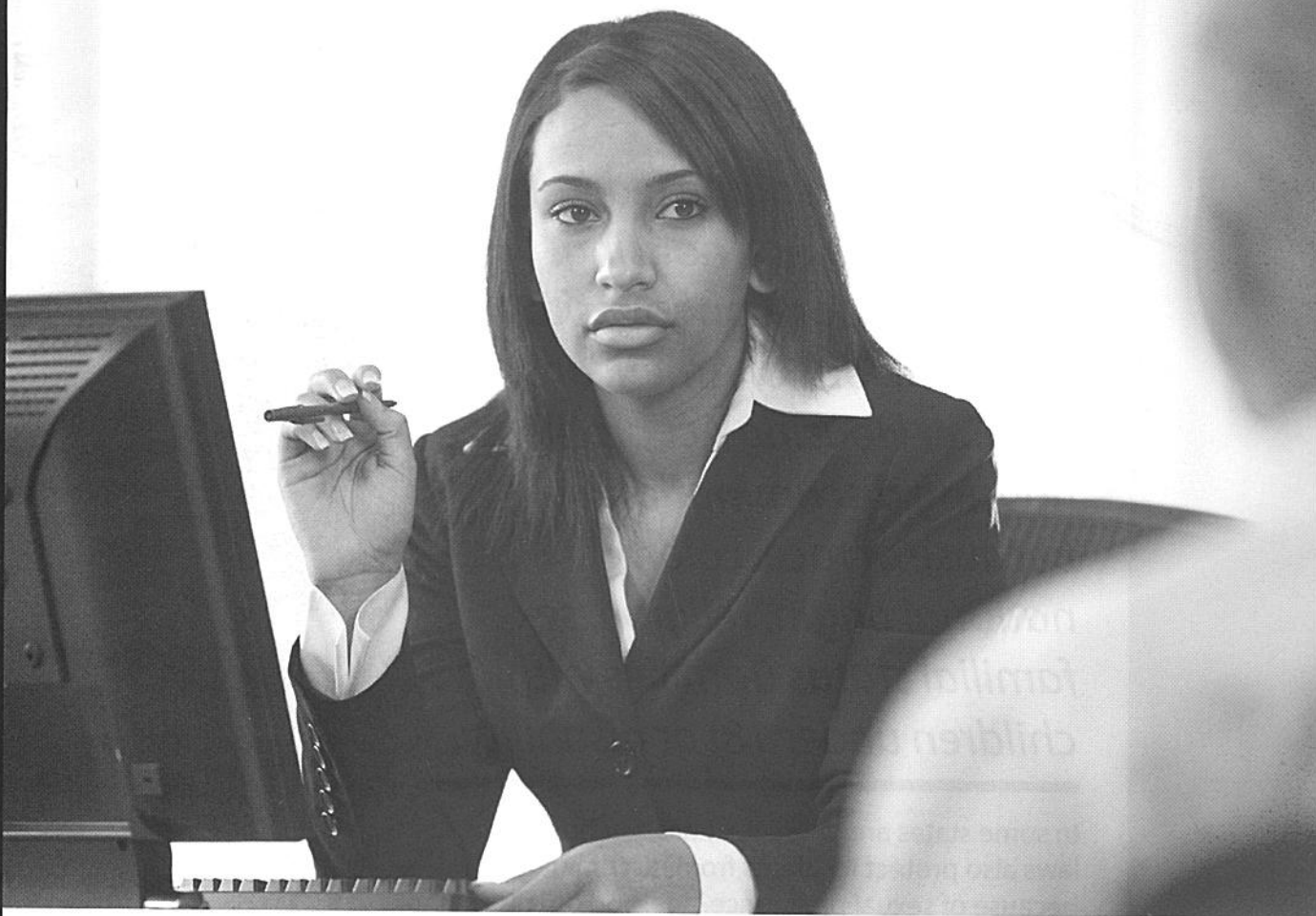
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

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.

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



Filing a Housing Discrimination Complaint



More than 40 years after passage of the federal Fair Housing Act, housing discrimination continues to harm millions of Americans. The Fair Housing Act prohibits housing discrimination because of race, color, national origin, religion, sex, familial status (families with children under 18) or disability.

In some states and municipalities, fair housing laws also protect residents from discrimination because of sexual preference, age, and other bases. The Act covers many kinds of housing transactions, including rentals, home sales, advertising, residential mortgage lending, homeowners' insurance, home improvement financing and zoning. If you believe you were a victim of housing discrimination, you have a right to file a housing discrimination complaint with HUD. Call the U.S. Department of Housing and Urban Development (HUD) at 800-669-9777 (TTY: 800-927-9275), or visit www.hud.gov for information about filing a complaint.

HUD and Housing Discrimination

HUD is the federal agency charged with enforcing the Fair Housing Act.

If you need quick help to stop the loss of potential housing because of discrimination, HUD can address your complaint immediately. For instance, if you have entered into an agreement to buy a house but the seller has backed out because his neighbors put pressure on him not to sell to a person of color, you could lose the home if something

were not done immediately. In addressing such circumstances, HUD can authorize the Attorney General to go to court to prevent a rental or sale until the complaint has been investigated.

How to File a Complaint

Housing discrimination complaints may be filed for up to one year after the discriminatory housing practice occurs or ends. However, it is best to file your complaint as soon as possible. HUD accepts housing discrimination complaints at its Washington, DC and regional offices, over the phone, and online via HUD's website. (Information on how to contact the office nearest you can be found at the end of this article.) HUD also will accept a letter outlining your complaint. Include your name, address, the name and address of the person you are complaining about, the address or description of the housing, a short statement of why you think your rights were violated and the date the incident occurred.

In cases where state or local law provides rights, remedies and protections that are "substantially equivalent" to those provided by the federal Fair Housing Act, HUD may refer the complaint to





HUD (or the appropriate state or local agency) will continue to investigate your complaint and determine whether there is reasonable cause to believe that discrimination has occurred or is about to occur. If there is, HUD (or the agency) will issue a Charge of Discrimination. You will be notified of HUD's (or the agency's) determination. In cases handled by HUD, there will be an administrative hearing, held before an administrative law judge (ALJ), within 120 days of the Charge of Discrimination. ALJs work for government agencies and enforce powers given the agencies under law.

Both you and the respondent have the right to have a HUD Charge of Discrimination heard in court instead of before an ALJ. Whichever avenue is chosen, there is no cost to you, the complainant, because a government lawyer will prosecute the Charge of Discrimination on your behalf. In addition, you may hire your own lawyer to represent you.

The Administrative Hearing

In the ALJ hearing, each side presents evidence including, when appropriate, testimony from witnesses. The ALJ will issue a decision that is subject to review by HUD's Secretary and by a court. If discrimination is found, the ALJ can order the other party to:

- pay you money for actual damages, including out-of-pocket expenses, humiliation and suffering caused by the discrimination. Actual damages means money to compensate you for any injury you suffered as a result of the discrimination, including emotional distress;
- provide injunctive or other equitable relief—such as allowing you to rent or buy the dwelling;
- pay the federal government a civil penalty; and
- pay your attorney fees and costs, if you hired your own attorney.

The ALJ cannot order punitive damages, but they could be awarded in a court case.

the appropriate state or local enforcement agency. HUD must notify you promptly if it has referred your case, and the agency that receives it must begin investigating within 30 days. Otherwise, HUD may take back (or "reactivate") the complaint for investigation by HUD under federal law. While housing discrimination complaint, investigation, conciliation and litigation procedures may vary somewhat from agency to agency according to state or local law, all HUD-certified fair housing enforcement agencies follow essentially the same resolution process.

Conciliation

While HUD (or the state or local agency) investigates your complaint, it will at the same time try to help you reach a conciliation agreement with the other party (the respondent). If an agreement is reached, it will be legally binding. However, both parties and HUD must agree to it.

Investigations

Unless a conciliation agreement is reached,

Federal District Court Cases

If you or the respondent chooses to have the case heard by a Federal District Court, the United States Department of Justice will prosecute the case at no cost to you. You may also hire an attorney to represent you.

The District Court can order injunctive and other equitable relief, and award actual damages, your attorney fees and costs, and punitive damages.

Reconsideration and appeals: ALJ decisions and Federal District Court decisions can be appealed. This means that if you, the government or the respondent does not like the decision, any of you can ask the federal Court of Appeals to have the decision reversed or modified.

Bringing Your Own Lawsuit

Within two years after a discriminatory housing practice has occurred or terminated, you can also bring a civil lawsuit at your own expense in Federal District Court. You retain this right even if you have filed a complaint with HUD, provided you have not signed a conciliation agreement or an administrative hearing has not begun. If you cannot afford to hire an attorney, you may seek assistance

from your local legal aid organization or ask the court to appoint an attorney for you. Legal aid organizations exist in many communities to provide low-income people with free (pro bono) legal counsel.

For More Information

Contact HUD. Call the U.S. Department of Housing and Urban Development (HUD) at 800-669-9777 or visit its website (www.hud.gov) to file a complaint or get answers to your fair housing questions. The HUD website also contains a listing of HUD's regional fair housing offices, fair housing partners, and information and forms for filing a fair housing complaint. Visit www.hud.gov/fairhousing for more information.

About This Publication

This publication was created by Consumer Action with funding from the U.S. Department of Housing and Urban Development (HUD). Available in additional languages. © Consumer Action 2011

LIVE FREE...
from housing discrimination



consumer action
Education and advocacy since 1971





Know the Signs of Housing Discrimination



Denial of housing opportunities to people because of race, color, religion, sex, national origin, because they have minor children, or because they have a disability, is known as housing discrimination. It is illegal under the federal Fair Housing Act.

Some minorities, families with children, and people with disabilities are denied housing because of the unfair and illegal practice known as housing discrimination. Tenants and prospective homebuyers of any race, color, religion, national origin or sex, in addition to people with disabilities and families with minor children, are protected against discrimination by federal law. When their rights are violated, they have a remedy. The Fair Housing Act, a law enforced by the U.S. Department of Housing and Urban Development (HUD), is a federal law that protects you from housing discrimination. If you believe you were treated unfairly because of race, color, religion, national origin, sex, disability, or familial status, you have a right to file a complaint with HUD. But in order to know if your fair housing rights have been violated, you should know the signs of housing discrimination.

Recognizing Housing Discrimination

Sometimes the signs of housing discrimination are obvious, and sometimes they are very subtle.

For instance, a landlord or developer is breaking the law if he or she does not rent or sell to someone specifically because the prospective tenant or buyer belongs to a particular racial or ethnic group, such as African Americans, Asian American/Pacific Islanders, Latinos or Native Americans. It also is illegal to harass tenants because they belong to one of these groups.

People with disabilities have additional protections. The law's definition of disability includes people with physical or mental disabilities, including hearing, mobility and visual impairments, as well as people who have HIV/AIDS or who are recovering from alcohol or substance abuse, if their disability substantially limits a major life activity. People with disabilities are protected from any discrimination that is based solely on their disability. They also

have the right to make modifications to rented homes at their own expense if the modifications are reasonable and necessary for them to live there. They also have the right to request a reasonable accommodation from a landlord's rules or policies to afford them full enjoyment of the home. For instance, a no-pets policy must be waived for a visually impaired tenant with a guide dog. In addition, certain multifamily housing must comply with the Fair Housing Act's accessibility requirements.

The law also protects families with children under 18. This category is called "familial status" and also covers certain other people, including pregnant women and people in the process of securing legal custody of a child under 18. Some housing for use by seniors is exempt from this requirement under the Housing for Older Persons Act (HOPA).

Fair Housing Act Prohibitions

The federal Fair Housing Act prohibits several types of discriminatory behavior if they are based on race, color, national origin, religion, sex, familial status or disability. Examples of these discriminatory behaviors include:

- refusing to sell to, rent to or otherwise deal with an interested tenant or buyer (includes not returning calls or ignoring firm sales offers);
- applying different sale, rental or occupancy terms for different people (includes asking people of color to pay higher security deposits);
- the refusal by real estate professionals or companies to serve minority customers, steering customers to certain neighborhoods or making claims about the racial makeup of an area (includes a real estate agent who tells white clients interested in a certain home that a





minority family lives next door, or companies that place ads suggesting that they prefer no children or people of a certain race or national origin);

- lying about the availability of housing (includes telling people of color, families with children or a disabled person that an apartment is already taken when it is not);
- inducing people into renting or selling their property by manipulating their prejudices (called blockbusting; includes efforts to buy property at below fair market value by telling people that members of a minority group are moving into the area);
- discrimination in home financing by a bank, savings and loan association or other business (includes charging creditworthy minority customers higher interest rates than white customers);
- harassing or frightening tenants and homeowners into abandoning their leases or leaving their homes (through racial or sexual harassment, slurs, threats of violence, sexual advances and innuendoes);
- local zoning laws that have an unfair effect on minorities and are discriminatory in nature (includes laws that restrict the areas in which group homes for the disabled may be located); and
- attempting to threaten or intimidate people so that they will not exercise their rights or file complaints under the Fair Housing Act.

Discrimination in Renting

The following practices by landlords or their agents (e.g., brokers and property managers) are prohibited:

- running discriminatory advertisements (for example ads that state "No Kids", or "Looking for Great White Tenants");

- falsely stating to minority applicants that an available unit has been rented;
- setting higher or lower rents, security deposit requirements or credit criteria for prospective tenants based on their race or other protected status;
- failing to respond to inquiries by prospective minority tenants;
- failing to provide prospective minority tenants with rental applications; and
- encouraging long-term tenants to leave their apartments by making false allegations regarding the effect of minority residents on property values, an increase in criminal or antisocial behavior, or a decline in the quality of schools or other services or facilities (called "blockbusting"—done so that rents can be increased or so the units can be converted into condominiums or cooperatives and sold).

The Fair Housing Act exempts certain types of property, including certain single-family homes rented or sold without the use of an agent and certain owner-occupied buildings containing four or fewer units.

Discrimination in Housing Sales

It is illegal for a seller or agent to run ads or make statements that are discriminatory. For instance, it would violate the Fair Housing Act if a seller published a classified ad that characterized the racial makeup of the area the home is in, or stated that the house will not be sold to families with children. This part of the Fair Housing Act applies to ads for single-family and owner-occupied housing even in cases where the property is exempt from other components of the law. In addition, these actions by sellers and their agents are illegal when they disadvantage a protected class:

- lying about or exaggerating sales terms in order to discourage certain homebuyers or to price them out of the market;
- failing to inform prospective buyers about all available listings in their price range and desired locations;
- using stall tactics to avoid showing a home to a buyer;
- steering prospective buyers only to racially segregated neighborhoods; and
- refusing to negotiate with interested buyers.

Mortgage and Insurance Discrimination

Some illegal discrimination is obvious, such as the mobile home park owner who says he will not rent to parents of young children, or the real estate agent who refuses to show homes to people of color. But home mortgage and insurance discrimination can be more difficult for individuals to recognize. Mortgage and insurance professionals are prohibited from engaging in certain practices that disadvantage protected classes, including:

- denying loans or insurance to prospective buyers of homes in certain neighborhoods;
- scrutinizing the loan application of one applicant more closely than another applicant because of race;
- giving artificially low appraisals on properties in certain neighborhoods; and

- imposing different terms or conditions on a loan, such as higher or lower fees, points or rates.

Reasonable Modifications and Reasonable Accommodations

Reasonable modifications and reasonable accommodations are required by the Fair Housing Act when they are necessary to provide a person with a disability the full use and enjoyment of his or her housing. The Act protects disabled buyers and renters, households that include a person with a disability, and any person associated with a disabled buyer or renter.

Reasonable modifications: The Act requires housing providers to permit, at the expense of the person with a disability, reasonable modifications of the person's private living space, as well as to common use spaces. Modifications are physical changes to the property. To show that a requested modification may be necessary, there must be an identifiable relationship between the requested modification and the individual's disability. Further, the modification must be reasonable. Examples of reasonable modifications include:

- installing a ramp to allow wheelchair access;
- widening doorways to make rooms more accessible for persons in wheelchairs;
- installing grab bars in bathrooms; or
- lowering kitchen cabinets to a height suitable for persons in wheelchairs.

Reasonable accommodations: The Act requires housing providers to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a person with a disability full use and enjoyment of the housing, including public and common use spaces. To show that a requested accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the individual's disability. Further, providing the accommodation must be reasonable, i.e., it cannot impose an undue financial and administrative burden on the housing provider or fundamentally alter the nature of the provider's operations. Examples of reasonable accommodations include:

- a housing provider with a "no pets" policy waives the policy for a tenant who needs an assistance animal; or
- an apartment building with unassigned parking spaces gives a tenant with a mobility impairment a reserved space directly in front of his unit.

Design and Construction Requirements

The Act requires that public and private multifamily housing with four or more units, designed and constructed for first occupancy after March 13, 1991, be built to allow access for persons with disabilities. Anyone involved in the design and/or construction of covered multifamily housing may be held liable for violations of the Act. This includes builders, developers and architects. Requirements for accessible design and construction include, but are not limited to:

- public and common use areas in the housing must be accessible to persons with disabilities;
- doors designed to allow passage into and within the housing must be wide enough to allow passage by persons in wheelchairs;
- an accessible route into and through the housing must be provided;
- light switches and other controls must be in accessible locations;
- bathroom walls must include reinforcements to allow later installation of grab bars; or
- kitchens and bathrooms must be usable, such that an individual in a wheelchair can maneuver about the space.

Do You Suspect Housing Discrimination?

Contact HUD. Call the U.S. Department of Housing and Urban Development at 800-669-9777 or visit its website (www.hud.gov) to file a complaint or get answers to your fair housing questions. The HUD website also contains a listing of HUD's regional fair housing offices, fair housing partners, and information and forms for filing a fair housing complaint. Visit www.hud.gov/fairhousing for more information.

About This Publication

This publication was created by Consumer Action with funding from the U.S. Department of Housing and Urban Development (HUD). Available in additional languages. © Consumer Action 2011

LIVE FREE...

from housing discrimination



consumer action
Education and advocacy since 1971





The Family Self-Sufficiency (FSS) program can help you realize your dreams!!

Do you think about your future plans? Maybe going back to school...finding a better paying job...help budgeting...improving your credit...becoming a homeowner??? The Family Self-Sufficiency (FSS) program can help you make your dreams a reality!

The FSS program helps individuals and families get back on track with employment and educational goals. FSS also puts money in an escrow (savings) account to be used to pursue homeownership or other goals when successfully graduate from the program. Program participants receive help from a FSS Counselor to find resources they need to meet their goals.

The FSS program provides support and assistance to participants for up to five years. A goal plan is developed which outlines services and actions necessary to achieve self-sufficiency.

You may be eligible for the FSS program if you:

- ▶ Have a Housing Choice Voucher
- ▶ Work or want to work full time
- ▶ Want to invest in your future
- ▶ Are in good standing with landlord and program obligations

What's an Escrow Account?

When rent increases due to higher earnings, a percentage of the increase may be placed in the savings account for FSS participants. The money in the account, plus interest, is received by participants when the FSS contract has been completed and the participant graduates. In some cases the participants may use the money to reach goals for education and transportation.

Do I have to give up housing assistance?

No. FSS participants continue to receive housing assistance as long as they are eligible. The FSS program is intended to help participants to move toward self-sufficiency. Many have achieved high school or college degrees and obtained good jobs and careers.

If interested, please contact FSS Coordinator for your area:

Last name A-L- Tiffany Fuget- 573-985-2411 tfuget@necac.org
Last name M-Z- Heather Robinson- 636-528-7604, hrobinson@necac.org
St. Charles County - Amber Staples - Ph: 636-272-3477 - astaples@necac.org

SECTION 8 HOMEOWNERSHIP PROGRAM

Instead of using your voucher subsidy to help with your rent, you have the opportunity to use the Homeownership option: The homeownership option allows first-time homeowners to use the voucher subsidy to meet monthly homeownership expenses.

Who is eligible?

Anyone who receives Section 8 tenant-based rental assistance, and who lives in the NECAC's jurisdiction. Requirements include anyone whom:

- Is a first-time homeowner. This may be waived for disabled families, if the program is necessary as a reasonable accommodation.
- Currently has a minimum level of income (equal to 2,000 hours of annual full time work at minimum wage) This cannot include welfare assistance, except for elderly or disabled.
- Has a history of full-time employment (one or more family members is currently employed at least an average of 30 hours per week, and has been continuously so employed for the last year). Breaks in employment will be considered. This requirement is waived for elderly and disabled.
- Has not defaulted on a mortgage securing debt to purchase a home under a homeownership assistance program.
- Family must attend and complete six sessions of the homeownership counseling program at NECAC.

What type of home is eligible for purchase?

- Must be a unit under construction or already existing at time NECAC determines the family eligible for homeownership
- One unit property or single dwelling unit in coop or condo
- Self Help Program through USDA Rural Development
- Housing unit must pass two inspections: 1. Housing Quality standards inspection conducted by NECAC to determine current condition is decent, safe, and sanitary, and 2. Independent Professional Inspection – paid for and selected by the homebuyer.

How much can the homebuyer purchase?

- The monthly payment is based on the current payment standards utilized by NECAC. The monthly homeownership assistance payment is calculated according to HUD regulations. Homeownership expenses will be considered in the calculation and include: PITI, mortgage insurance, homeowner's association fees, NECAC utility allowance, routine maintenance, major repairs and costs to make the unit accessible for disabled families (if applicable).
- The family is responsible for all homeownership expenses not covered by the Housing Assistance Payment. If homeownership expenses exceed the eligible amount of NECAC payment, the family pays the difference out-of-pocket.

How is the purchase financed?

- The family is responsible for securing their own. The financing. The financing provided must be insured or guaranteed by the state or Federal government. Balloon payment mortgages and variable interest rate loans will be prohibited.
- Voucher funds may not be used to assist with financing costs (down-payment, closing costs, etc.).
- NECAC has the right to approve of the loan terms and the lender.
- Maximum term of assistance:
 - 15 years if the initial mortgage has term of 20 years or longer
 - 10 years in all other cases
 - Time limit does not apply to elderly or disabled households

Continuing assistance requirement

- Comply with the terms of the mortgage.
- Comply with use and occupancy standards including:
 - Family's only residence
 - Report changes in composition
 - No subletting or leasing
 - Supply information to NECAC on request concerning refinancing of debt, payment of debt, sale or transfer of any interest in home and homeownership expenses.
 - Provide notice of a move-out
 - Provide notice of a default

Could you be Eligible?

1. Do you know your credit score?
2. Are you able to secure a loan?
3. Are you able to maintain a home if you own it?

This voluntary program will offer opportunities for families who are interested in homeownership.

REPORT FRAUD

Reporting fraud is everyone's responsibility. Precious resources used to assist with housing subsidies for well-deserving households are not available for some, due to fraudulent behavior. Please report suspected fraud. All reports of fraud will be investigated and kept confidential.

Tenant fraud includes but is not limited to:

- Allowing unauthorized persons to reside in the subsidized unit
- Failing to report all household income
- Renting from a relative without the Housing Authority approval
- Subleasing the subsidized unit

Owner/Landlord fraud includes but is not limited to:

- Accepting Housing Assistance Payments (HAP) for vacant units
- Charging rent payments in excess of the amount stated in the lease
- Posing as the current owner of a property when you are not the owner

Beware of Housing Assistance Scams!

- Never pay money to apply for Section 8
- Never pay money to a Housing Authority Employee
- Never pay money to move up on a waiting list
- Always get a receipt for money that you pay

If you suspect fraud is occurring, please report the matter promptly. All reports are confidential and you can remain anonymous. Please provide as much information as possible about the person/household suspected and the fraudulent activity.

Suspected fraud can be reported by one of the methods listed below.

- Send an email to housing@necac.org
- Send a fax to: 573-324-6634 Attn: Housing Fraud
- Send a letter to:

NECAC/Central Housing Office
Attn: Fraud Alert
815 N Bus Hwy 61
Bowling Green MO 63334

TENANTS RESPONSIBILITIES REMINDERS

- **TENANTS MAY NOT RENT FROM FAMILY MEMBERS.**
- **TENANTS MAY NOT MAKE SIDE PAYMENTS TO LANDLORDS.**
- **TENANTS NEED TO REPORT INCOME OF \$200 ((MORE OR LESS)) AND FILL OUT AN INCOME CHANGE REQUEST FORM WITH THE HOUSING COUNSELOR.**
- **TENANTS MAY NOT HAVE ADDITIONAL PEOPLE LIVING IN THE UNIT THAT ARE NOT ON THE LEASE AND HAP CONTRACT. BACK GROUND CHECK REQUIRED TO BE ADDED.**
- **TENANTS NEED TO COME IN AND GET MOVERS PACKET AND PROVIDE 30 DAY NOTICE SIGNED BY TENANT AND LANDLORD BEFORE BEING ISSUED A VOUCHER & LANDLORD PACKET TO BE ABLE TO MOVE.**
- **IF HOUSEHOLD MEMBER LEAVES THE UNIT, YOU MUST NOTIFY NECAC WITH PROOF OF NEW ADDRESS.**
- **TENANTS NEED TO SUPPLY ALL PAPERWORK REQUESTED IN A TIMELY MANNER.**
- **THE VOUCHER SIZE IS BASED ON TWO (2) HEARTBEATS PER BEDROOM FOR HOUSEHOLD.**
- **TENANTS NEED TO LET THE HOUSING INSPECTOR KNOW IF YOU ARE NOT GOING TO BE AT HOME ON THE DATE AND TIME SCHEDULED FOR YOUR INSPECTION.**
- **TENANTS ARE RESPONSIBLE FOR DAMAGES IF CAUSED BY HOUSEHOLD.**

- TENANTS ARE REQUIRED TO PAY THEIR PORTION OF RENT ON TIME AND KEEP UP TO DATE. ANY OWED BACK DUE RENT CAN CAUSE FOR TERMINATION OFF SECTION.
- THE VOUCHER ISSUED IS FOR 60 DAYS, BEFORE THOSE DAYS EXPIRE YOU WILL NEED TO GIVE WRITTEN NOTICE FOR EXTENSION. YOU ARE ONLY ALLOWED 2 EXTENSIONS FOR 30 DAYS PER EXTENSION. TOTAL 120 DAYS IN ALL.
- ALL FAMILIES LANDLORD PACKETS (RTA) MUST PASS 40% RULE BEFORE IT CAN BE APPROVED TO BE PUT ON FOR INSPECTION.
- DO NOT MOVE INTO UNIT UNTIL IT PASSES INSPECTION, NECAC WILL NOT PAY RENT UNTIL IT PASSES INSPECTION.

TERMINATION

1. FAILURE TO REPORT HOUSEHOLD INCOME
2. FAILS TO NOTIFY ME BEFORE MOVING
3. MOVES WITHIN THE FIRST YEAR WITHOUT A MUTUAL RESCISSION FROM LANDLORD
4. UTILITIES ARE DISCONNECTED FOR MORE THAN 24-48 HOURS
5. FAMILY DAMAGES UNIT
6. TENANT OWES BACK RENT
7. TENANT MAY NOT HAVE ADDITIONAL PEOPLE LIVING IN THE UNIT THAT ARE NOT ON THE LEASE.



PAYMENT STANDARDS

EFFECTIVE JULY 1, 2026

CITY/ZIP	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
EOLIA/63344	874	920	1150	1461	1702	1957	2213
JONESBURG/63351	874	920	1150	1461	1702	1957	2213
NEW FLORENCE/ 63363	874	920	1150	1461	1702	1957	2213
SILEX/ 63377	874	920	1150	1461	1702	1957	2213
WINFIELD/ 63389	874	920	1150	1461	1702	1957	2213
FOLEY/63347	932	966	1185	1530	1760	2023	2287
HAWK POINT/63349	989	1024	1254	1610	1863	2142	2422
WARRENTON/63383	989	1024	1254	1610	1863	2142	2422
WRIGHT CITY/ 63390	989	1024	1254	1610	1863	2142	2422
OLD MONROE/ 63369	1093	1139	1392	1794	2070	2381	2691

CITY/ZIP	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
ELSBERRY/63343	1035	1081	1323	1702	1967	2261	2556
TROY/63379	1035	1081	1323	1702	1967	2261	2556
MARTHASVILLE/63357	1116	1162	1426	1840	2116	2433	2751
MOSCOW MILLS/63362	1116	1162	1426	1840	2116	2433	2751
TRUESDALE/63380	1070	1116	1369	1760	2036	2341	2646
TRUXTON/63381	1001	1035	1277	1656	1898	2182	2467

CITY/ZIP	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
FORISTELL/63348	1576	1645	2013	2588	2990	3439	3887

Non-Metro Payment Standards
Effective 1/1/2026

County	0	1	2	3	4	5	6
Lewis-PS	704	779	1021	1347	1352	1555	1757
FMR	612	677	888	1171	1176	1352	1528
Macon- PS	742	820	1076	1394	1523	1751	1979
FMR	645	713	936	1212	1324	1523	1721
Marion- PS	813	838	1095	1444	1449	1666	1884
FMR	707	729	952	1256	1260	1449	1638
Monroe-PS	759	779	1021	1225	1498	1723	1948
FMR	660	677	888	1065	1303	1498	1694
Montgomery-PS	773	779	1021	1410	1536	1767	1997
FMR	672	677	888	1226	1336	1536	1737
Pike-PS	784	805	1056	1266	1397	1607	1816
FMR	682	700	918	1101	1215	1397	1580
Ralls-PS	759	779	1021	1297	1714	1971	2228
FMR	660	677	888	1128	1490	1714	1937
Randolph-PS	759	797	1021	1420	1592	1830	2069
FMR	660	693	888	1235	1384	1592	1799
Shelby-PS	759	808	1021	1367	1643	1890	2136
FMR	660	703	888	1189	1429	1643	1858
Vand/Farber-PS	759	794	1021	1312	1425	1639	1852
FMR	660	690	888	1141	1239	1425	1611

* Effective 1/1/2026 use these payment standards for the non-metro counties for ANNUAL, NEWS, MOVES, and INTERNIMS.

* No non-metro client will hold harmless any longer

* These payments standards have went UP so at annuals and interims the new numbers will be used.

*These staments are true for any certification eff 7/1/2026 and after

LINCOLN COUNTY PHA OCT 2025

Utility	Single Family House						Manufactured Home					Semi-detached (Duplex)					Lowrise Apartment					Larger Apartments				
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR	4 BR	0 BR	1 BR	2 BR	3 BR	4 BR	0 BR	1 BR	2 BR	3 BR	4 BR	0 BR	1 BR	2 BR	3 BR	4 BR
Air Conditioning	4	5	9	12	16	20	5	6	9	10	13	6	7	10	11	13	6	7	10	9	11	6	7	9	10	10
Cooking																										
Electric	5	6	9	12	14	15	5	6	9	12	14	5	6	9	12	14	5	6	9	12	14	5	6	9	12	14
Natural Gas	3	3	5	6	8	9	3	3	5	6	8	3	3	5	6	8	3	3	5	6	8	3	3	5	6	8
Propane	3	4	6	7	9	11	3	4	6	7	9	3	4	6	7	9	3	4	6	7	9	3	4	6	7	9
Heating																										
Electric	39	43	45	46	52	58	41	45	42	39	40	27	30	34	36	41	27	30	34	36	41	20	23	27	30	32
Natural Gas	32	38	44	50	56	62	28	32	38	43	48	29	34	39	44	49	39	45	49	52	55	23	27	31	35	39
Propane	37	43	50	57	64	70	31	37	43	48	54	33	39	45	50	56	44	51	55	59	63	26	30	35	40	45
Heat Pump	24	26	27	25	28	31	21	23	23	21	24	21	24	24	23	24	22	25	26	24	25	17	20	23	22	21
Wood	30	30	35	41	45	49	30	30	35	41	45	30	30	35	41	45	30	30	35	41	45	30	30	35	41	45
Other Electric	29	34	48	61	74	88	29	34	48	61	74	25	29	41	53	64	24	28	40	51	62	20	23	32	42	51
Range	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22
Refrigerator	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22
Sewer	40	43	61	88	115	142	40	43	61	88	115	40	43	61	88	115	40	43	61	88	115	40	43	61	88	115
Trash	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
Water	32	34	51	77	102	127	32	34	51	77	102	32	34	51	77	102	32	34	51	77	102	32	34	51	77	102
Water Heating																										
Natural Gas	9	10	14	19	23	28	9	10	14	19	23	9	10	14	19	23	9	10	14	19	23	7	8	12	15	19
Electric	17	20	25	29	27	27	17	20	25	29	27	17	20	25	30	31	17	20	25	30	31	13	16	20	24	29
Propane	10	11	16	21	26	31	10	11	16	21	26	10	11	16	21	26	10	11	16	21	26	8	9	13	17	21
All Electric w/s/t	185	204	267	344	419	496	188	207	264	335	404	171	188	250	326	399	170	187	249	322	395	155	171	228	302	372
All Electric	94	108	136	160	183	208	97	111	133	151	168	80	92	119	142	163	79	91	118	138	159	64	75	97	118	136



PAYMENT STANDARDS

EFFECTIVE JULY 1, 2026

CITY/ZIP	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
ST. CHARLES/63301	1114	1160	1415	1837	2100	2435	2753
ST. PETERS/63376	1219	1265	1553	2001	2312	2658	3005
O'FALLON/63366	1254	1311	1599	2059	2381	2738	3095
WENTZVILLE/63385	1242	1300	1587	2047	2358	2711	3065
ST. CHARLES/63303	1357	1403	1728	2208	2553	2936	3319
LAKE ST. LOUIS/63367	1415	1472	1806	2343	2691	3095	3498
O'FALLON/63368	1518	1576	1932	2484	2875	3306	3738
FORISTELL/63348	1576	1645	2013	2588	2990	3439	3887
ST. CHARLES/63304	1564	1622	2007	2587	2981	3428	3876

ST CHARLES COUNTY HAP OCT 2025

Utility	Single Family House						Manufactured Home					Semi-detached (Duplex)					Lowrise Apartment					Larger Apartments				
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR	4 BR	0 BR	1 BR	2 BR	3 BR	4 BR	0 BR	1 BR	2 BR	3 BR	4 BR	0 BR	1 BR	2 BR	3 BR	4 BR
Air Conditioning	5	6	10	13	18	23	6	7	10	11	14	6	7	11	12	15	7	8	11	10	12	6	8	10	11	11
Cooking																										
Electric	5	6	9	12	14	15	5	6	9	12	14	5	6	9	12	14	5	6	9	12	14	5	6	9	12	14
Natural Gas	2	3	4	6	7	8	2	3	4	6	7	2	3	4	6	7	2	3	4	6	7	2	3	4	6	7
Propane	3	4	6	7	9	11	3	4	6	7	9	3	4	6	7	9	3	4	6	7	9	3	4	6	7	9
Heating																										
Electric	38	42	43	45	50	56	40	44	41	37	39	27	29	33	35	39	27	30	33	35	39	19	22	27	29	31
Natural Gas	28	33	38	43	48	54	24	28	32	37	41	25	30	34	38	43	33	39	42	45	48	20	23	27	30	34
Propane	36	42	49	55	62	68	30	36	41	47	53	32	38	43	49	54	42	50	53	57	61	25	29	34	39	43
Heat Pump	23	26	26	24	27	30	20	22	23	21	23	20	23	24	22	23	21	24	25	24	24	17	20	22	22	21
Wood	30	30	35	41	45	49	30	30	35	41	45	30	30	35	41	45	30	30	35	41	45	30	30	35	41	45
Other Electric	29	34	48	61	74	88	29	34	48	61	74	25	29	41	53	64	24	28	40	51	62	20	23	32	42	51
Range	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22
Refrigerator	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22
Sewer	48	50	67	92	117	142	48	50	67	92	117	48	50	67	92	117	48	50	67	92	117	48	50	67	92	117
Trash	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
Water	34	36	50	71	91	112	34	36	50	71	91	34	36	50	71	91	34	36	50	71	91	34	36	50	71	91
Water Heating																										
Natural Gas	7	9	13	16	20	24	7	9	13	16	20	7	9	13	16	20	7	9	13	16	20	6	7	10	13	16
Electric	17	19	25	29	27	27	17	19	25	29	27	17	19	25	30	30	17	19	25	30	31	13	16	20	24	28
Propane	10	11	16	21	26	31	10	11	16	21	26	10	11	16	21	26	10	11	16	21	26	8	9	13	17	20
All Electric w/s/t	195	212	271	342	410	482	198	215	269	332	395	181	195	255	324	389	181	196	254	320	385	164	180	234	300	362
All Electric	94	107	135	160	183	209	97	110	133	150	168	80	90	119	142	162	80	91	118	138	158	63	75	98	118	135