



# Rental Application



Property Name	Property Address	Property Phone	Property Fax Number
Rex2	331 Plus Park Blvd. Nashville, TN 37217	615.726.2696 or National Relay 711 available	615.726.3794
Property Email Address: shanelle@urbanhousingolutions.org			

Household Summary Information – List each member applying to reside in the apartment

First Name	MI	Last Name	Relationship to Head of Household Options: Spouse   Co-Head   Dependent   Live-in Aide   Foster   Other Family Member	Are you enrolled as a student at an institute of higher education? Y/N	Sex-Optional M/F/blank
			Head of Household		

How did you hear about us? \_\_\_\_\_

Are there any unborn/adopted/foster children in the process of adding to this household within the next year?  Yes  No

I/We certify the information given in this application is accurate and complete. I/We understand that any inaccuracies provided or information withheld may be the basis for immediate denial of my/our application. I/We, by signature below, authorize the Owner/Agent to request and complete a criminal background check, rental history check, and credit check, through an outside independent background service company and secure a written report of all information pertaining to landlord/rental history, sex offender records, criminal background, credit records, etc. I/We further agree that this application does not constitute any oral and/or written commitment on the part of the Owner/Agent. I/We understand the Owner/Agent will request only that information necessary to determine eligibility or level of assistance.

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violations of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

Federal law prohibits the Landlord from discriminating against any applicant because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status, or national origin. Additional state protections may apply. Applicants on the waiting list may be contacted by management to ensure continued interest to remain on the waiting list and to update any changes to the original information provided at the time of initial application. Failure to respond to this inquiry may result in the applicant being removed as "inactive", requiring that applicant household to reapply. All inactive and denied applications will be held for three years as required by federal regulation.

Questions and inquiries regarding applicant treatment relative to Section 504 of the Rehabilitation Act of 1973 should be addressed to the following person, responsible for related policies: 504 Coordinator.

\_\_\_\_\_  
Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Signature

\_\_\_\_\_  
Date

*We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.*

## Rental Application-Member Information

**Do not leave blanks or the form will be considered incomplete.**

**This questionnaire must be completed for each household member, regardless of age**

Member Name: _____		
Date of Birth: _____	SSN: _____	
Are you contending eligible immigration status?	<input type="checkbox"/> Yes <input type="checkbox"/> No, I am not claiming to be an eligible US Citizen/noncitizen	
Were you 62 years old or older as of 1/31/2010?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, were you a part of a HUD Housing Program as of 1/31/2010? <input type="checkbox"/> Yes <input type="checkbox"/> No Please provide evidence of program participation with this application (lease or move in 50059).		
Current Full Address: Street Address _____ City, State, Zip: _____		
Cell Phone Number <input type="checkbox"/> NA _____		
Work Phone Number <input type="checkbox"/> NA _____		
Home Phone Number <input type="checkbox"/> NA _____		
List here all states you have ever resided in (regardless of duration): _____		
Are you subject to a state sex offender lifetime registration requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which state? _____		
Are you temporarily displaced from your prior home due to a presidentially declared disaster?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you require any accessibility features in the unit related to a disability?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you a military veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Race (disclosure is optional and only gathered for statistical purposes when updating marketing efforts)	<input type="checkbox"/> American Indian <input type="checkbox"/> Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> African American <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Pacific Islander	
Ethnicity (disclosure is again optional here)	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
<b>Criminal History Questions</b>		
Is this member 18 years of age or older	<input type="checkbox"/> Yes <input type="checkbox"/> No, skip to the Income Section	
A public records search will be conducted on each adult member.		
Do you have any felony or misdemeanor convictions involving the following?		
Sexual misconduct	Prior Conviction <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____	Pending Conviction <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____
Illegal possession, manufacturing, sale or distribution of a controlled substance	Prior Conviction <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____	Pending Conviction <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____
Physical crime against a person/persons or another person's property	Prior Conviction <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____	Pending Conviction <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____
Have you been evicted from federally assisted housing in the last 3 years for drug-related criminal activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what year? _____	
Are you currently engaged in illegal drug use? <input type="checkbox"/> Yes <input type="checkbox"/> No		

*We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color; national origin, sexual orientation, gender identification, disability, religion, and familial status.*

## Rental Application-Member Information

**Do not leave blanks or the form will be considered incomplete.**

**This questionnaire must be completed for each household member, regardless of age**

Member Name:

<b>Rental History Questions</b>		
Is this member 18 years of age or older	<input type="checkbox"/> Yes <input type="checkbox"/> No, skip to Income Section	
<b><i>You have rental history if your name was listed on a prior lease as a lease signer. Lack of rental history will not be considered a negative factor.</i></b>		
Are you homeless or lacking a fixed nighttime residence	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Current Landlord Name		
Rent you pay each month		
Apartment Community Name		
Street Address		
City, State, Zip		
Landlord Phone Number		
Do you currently live in HUD subsidized housing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, are you currently receiving assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Prior Landlord Name		
Rent you paid each month		
Apartment Community Name		
Street Address		
City, State, Zip		
Landlord Phone Number		
<b>Income Questions</b>		
Do you have employment income?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time
Start date:	Employer Company Name:	
Employer address:		
Employer Phone Number/ Fax number:		
Do you have additional employment income?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time
Start date:	Employer Company Name:	
Employer address:		
Employer Phone Number/Fax Number:		

*We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.*

## Rental Application-Member Information

**Do not leave blanks or the form will be considered incomplete.**

**This questionnaire must be completed for each household member, regardless of age**

Member Name: \_\_\_\_\_

Are you receiving unemployment benefits  Yes  No.

If yes, provide name of issuing agency \_\_\_\_\_ Start Date: \_\_\_\_\_

Weekly Benefit: \_\_\_\_\_

Other Income Sources:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Social Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SSI Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SSP (State Supplemental Payment)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Dual Entitlement Benefits	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TANF	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VA Benefits	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Long/Short Term Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Court Ordered Child Support	<input type="checkbox"/> Yes <input type="checkbox"/> No	Case Number(s):
Rental Income	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Alimony	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Regular Assistance from friends/family to help with bills	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name of individuals providing assistance:
Voluntary Child Support payments (not court ordered)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name of individual providing assistance:
Business Income documented on Schedule C of tax return	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Rideshare, delivery App income	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Periodic Retirement Payments/Pension Payments	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Asset Section</b>		
Checking account(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Single <input type="checkbox"/> Joint <input type="checkbox"/> Financial Institution Name:
Savings Account(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Single <input type="checkbox"/> Joint <input type="checkbox"/> Financial Institution Name:
Direct Express Debit Card/Wage paycard	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Money Market/CD Account(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Single <input type="checkbox"/> Joint <input type="checkbox"/> Financial Institution Name:
Stocks/Bonds	<input type="checkbox"/> Yes <input type="checkbox"/> No	Financial Institution Name:
Mutual Funds	<input type="checkbox"/> Yes <input type="checkbox"/> No	Financial Institution Name:

*We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.*

### Rental Application-Member Information

**Do not leave blanks or the form will be considered incomplete.**

**This questionnaire must be completed for each household member, regardless of age**

Retirement Accounts you are not receiving periodic payments from	<input type="checkbox"/> Yes <input type="checkbox"/> No	Financial Institution Name:
Whole Life Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	Financial Institution Name:
Trusts	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Revocable <input type="checkbox"/> Irrevocable  Financial Institution Name:
Cash on hand	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, state amount:
Do you own real estate (home, land, etc)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own a collection held that has investment value?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Medical/Disability Expenses: Is the Head, Co-Head or Spouse of your household age 62(or older) or disabled:  Yes  No If no, skip this section.

If Yes, only list below, the out of pocket expenses the member named on the top of this form pays on a regular basis for which he/she/they are not reimbursed.

Medicare Premiums	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Prescription copay costs	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list pharmacy name:
Installment payments on outstanding medical bills	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what is name of entity paid:
Medical insurance other than Medicare	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list name of company:
Routine doctor visits	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name(s) of Doctors:
One-time medical expenses paid but not previously reported on the last certification completed.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Only list if date paid was after your move in date.

Childcare expenses: Are you paying out of pocket expenses for the care of a child under the age of 13?  Yes  No

If yes, provide name(s) of child(ren):

\_\_\_\_\_

Does this care allow you to  Work  seek employment  go to school?

Name of childcare provider individual or facility name: \_\_\_\_\_

Member Signature or Parent Signature for Minor \_\_\_\_\_

*We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.*

## Citizen/Non-citizen Declaration

HUD does provide a Sample Citizenship Declaration, in HUD Handbook 4350.3, Exhibit 3-5. This form was created using the sample as a model. This form was updated to comply with new requirements introduced with the release of HUD Handbook 4350.3 Revision 1, Change 4.

**INSTRUCTIONS: Complete this Declaration for each member of the household listed on the Family Summary Sheet**

LAST NAME \_\_\_\_\_

FIRST NAME \_\_\_\_\_

RELATIONSHIP TO HEAD OF HOUSEHOLD \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ ALIEN REGISTRATION NO. \_\_\_\_\_

ADMISSION NUMBER \_\_\_\_\_ if applicable (this is an 11-digit number found on DHS Form I-94, *Departure Record*)

NATIONALITY \_\_\_\_\_ (Enter the foreign nation or country to which you owe legal allegiance. This is normally but not always the country of birth.)

SAVE VERIFICATION NO. \_\_\_\_\_  
(to be entered by owner/agent if and when received)

If you are disabled and wish to request a reasonable accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

Si usted está incapacitado y desea solicitar un acomodo razonable o si tiene dificultad para entender Inglés, por favor solicite nuestra asistencia y nos aseguraremos de que se le proporciona un acceso significativo basado en sus necesidades individuales. *Note from RBD – this Spanish translation was provided by a Microsoft translator tool. Be sure to verify with someone who speaks Spanish.*

### PENALTIES FOR MISUSING THIS FORM

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

INSTRUCTIONS: Complete the Declaration below by printing or by typing the person's first name, middle initial, and last name in the space provided. Then review the blocks shown below and complete either block number 1, 2, or 3:



## Citizen/Non-citizen Declaration

HUD does provide a Sample Citizenship Declaration, in HUD Handbook 4350.3, Exhibit 3-5. This form was created using the sample as a model. This form was updated to comply with new requirements introduced with the release of HUD Handbook 4350.3 Revision 1, Change 4.

### DECLARATION

I, \_\_\_\_\_ hereby declare, under

penalty of perjury, that I am

\_\_\_\_\_ (print or type first name, middle initial, last name):

**1. A citizen or national of the United States.**

Sign and date below and return to the name and address specified in the attached notification letter. If this block is checked on behalf of a child, the adult who will reside in the assisted unit and who is responsible for the child should sign and date below.

a. If you claim that you are a citizen or national of the United States, you must submit proof of such status.

(1) The following documents will be accepted as proof of citizenship

(a) United States (U.S.) Passport

(2) The following documents will be accepted as proof of citizenship when proof of identity is also provided (*Note: Proof of identity is not required for minors*)

(a) U.S. Birth Certificate

(b) Certification or Report of Birth Abroad issued by USCIS or the State Department

(c) U.S. Citizen ID card issued by USCIS

(d) U.S. Naturalization Certificate issued by U.S. Citizenship & Immigration Services (USCIS)

(e) Certificate of Citizenship issued by USCIS

(f) American Indian card issued by USCIS for the Kickapoo tribe

(g) Final Adoption Decree

(h) Evidence of Civil Service employment by U.S. Government before 6/1/1976

(i) Official Military Record of Service showing U.S. place of birth (i.e. a DD-214)

(j) Northern Mariana ID card issued by USCIS to a naturalized citizen born before 11/4/1986

(k) Extract of U.S. hospital birth record established at the time of birth

(3) Proof of Identity includes

(a) Driver's License

(b) Certain government issued ID cards with photo (if no photo, must include identifying information)

(c) Tribal government issued ID and documents, including Certificate of Indian Blood

(d) Day care or nursery record (minors only)

(e) School record or report card (under 16 only)

(f) School ID with picture

(g) U.S. Military ID, U.S. Military Dependent ID or U.S. Military Draft Record (over 16 years only)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Check here if adult signed for a child,



## Citizen/Non-citizen Declaration

HUD does provide a Sample Citizenship Declaration, in HUD Handbook 4350.3, Exhibit 3-5. This form was created using the sample as a model. This form was updated to comply with new requirements introduced with the release of HUD Handbook 4350.3 Revision 1, Change 4.

**2. A noncitizen with eligible immigration status as evidenced by one of the documents listed below:**

*If you checked this block, you must submit the following documents:*

From non-citizens claiming eligible status who is 62 or older:

- a. This signed declaration of eligible immigration status and
- b. Proof of age

From non-citizens claiming eligible status who is not 62 or older:

- a. This signed declaration of eligible immigration status and
- b. Verification Consent Form

AND

c. One of the following documents:

1. Form I-551, Permanent Resident Card.
2. Form I-94, Arrival-Departure Record annotated with one of the following:
  - a. "Admitted as a Refugee Pursuant to Section 207";
  - b. "Section 208" or "Asylum";
  - c. "Section 243(h)" or "Deportation stayed by Attorney General"; or
  - d. "Paroled Pursuant to Section 212(d)(5) of the INA."
3. Form I-94, Arrival-Departure Record (with no annotation) accompanied by one of the following:
  - a. A final court decision granting asylum (but only if no appeal is taken);
  - b. A letter from an DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from an DHS district director granting asylum (application filed was before October 1, 1990);
  - c. A court decision granting withholding of deportation; or
  - d. A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
4. A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant's entitlement to the document has been verified.
5. Other acceptable evidence. If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

If this block is checked, sign and date below and submit the documentation required above with this declaration and a verification consent format to the name and address specified in the attached notification. If this block is checked on behalf of a child, the adult who will reside in the assisted unit and who is responsible for the child should sign and date below. If for any reason, the documents shown in subparagraph c above are not currently available, complete the Request for Extension block below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Citizen/Non-citizen Declaration

*HUD does provide a Sample Citizenship Declaration, in HUD Handbook 4350.3, Exhibit 3-5. This form was created using the sample as a model. This form was updated to comply with new requirements introduced with the release of HUD Handbook 4350.3 Revision 1, Change 4.*

Check here if adult signed for a child.

### EXTENSION

I hereby certify that I am a noncitizen with eligible immigration status, as noted in block 2 above, but the evidence needed to support my claim is temporarily unavailable. Therefore, I am requesting additional time to obtain the necessary evidence. I further certify that diligent and prompt efforts will be undertaken to obtain this evidence.

---

Signature      Date

Check here if adult signed for a child.

**3. I am not contending eligible immigration status and I understand that I am not eligible for housing assistance.**

If you checked this block, the person named above is not eligible for assistance. Sign and date below and forward this format to the name and address specified in the attached notification. If this block is checked on behalf of a child, the adult who is responsible for the child should sign and date below.

---

Signature

Date

Check here if adult signed for a child.



---

### Limited English Speaking Applicants/Participants

Urban Housing Solutions wants to make sure you understand what we say to you and that you understand any forms we ask you to sign in regard to your application for housing assistance. Please complete the section below so that we may know how to best serve your needs.

- Are you able to speak and understand English?  Yes  No.
- Are you able to read English?  Yes  No.
- Are you able to write in English?  Yes  No.
- Do you need an interpreter to assist you?  Yes  No.

If yes, please indicate language and dialect, if applicable

\_\_\_\_\_

If yes, you may either designate a friend or family member to act as your interpreter, or Urban Housing Solutions will provide one for you at no cost to you. If you would like for a friend or family member to be your interpreter, please complete the following statement.

I, \_\_\_\_\_ authorize  
\_\_\_\_\_ to act as my interpreter

for the purpose of assisting me in completing an application for housing assistance from

Urban Housing Solutions. I understand any information given to Urban Housing Solutions by my interpreter, spoken or written, will receive the same consideration as if the information was provided directly by me.

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Urban Housing Solutions Representative

\_\_\_\_\_  
Date

Entering a name or digital signature above constitutes a legal signature.

This form and supporting documents become a part of the applicant/participant file by reference

**Race and Ethnic Data Reporting Form**

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

OMB Approval No. 2502-0204  
(Exp. 03/31/2014)

<b>Name of Property</b>	<b>Project No.</b>	<b>Address of Property</b>
<b>Name of Owner/Managing Agent</b>		<b>Type of Assistance or Program Title:</b>
<b>Name of Head of Household</b>		<b>Name of Household Member</b>

Date (mm/dd/yyyy): \_\_\_\_\_

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

**\*Definitions of these categories may be found on the reverse side.**

**There is no penalty for persons who do not complete the form.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Public reporting burden** for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify" during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provided and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

## Instructions for the Race and Ethnic Data Reporting (Form HUD-27061-H)

### A. General Instructions:

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development.

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
  1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
  2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below: You should check as many as apply to you.
  1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
  2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
  3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
  4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

# TENANT CONSENT TO DISCLOSE EIV INCOME INFORMATION

\_\_\_\_\_

*Print name of tenant authorizing release*

\_\_\_\_\_

*Print name of third party being authorized to view information*

**A. Third party to view and/or discuss information for the sole purpose of recertification assistance is an:**

- Adult Household Member       Translator / Interpreter       Service Coordinator
- Guardian       Temporarily Absent Family Member
- Individual Assisting Elderly Individual or Person with a Disability
- Other Individual (Include Relationship): \_\_\_\_\_

**B. Enterprise Income Verification (EIV) information to be viewed and/or discussed for the sole purpose of recertification assistance:**

- EIV Income Report       EIV Income Discrepancy Report       EIV No Income Report
- EIV New Hires Report       Other EIV information: \_\_\_\_\_

**C. Penalties for Misuse of Information:**

The following federal law prohibits the misuse of the information viewed or discussed pursuant to this consent and certification. Tenants, authorized third parties, and HUD or authorized entities employees may be subject to these penalties.

"[W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully - (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years." 18 U.S.C. 1001.

"Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. 5 U.S.C. 552a(i).

"The Secretary [of Health and Human Services] shall require the imposition of an administrative penalty (up to and including dismissal from employment), and a fine of \$1,000, for each act of unauthorized access to, disclosure of, or use of, information in the National Directory of New Hires established under subsection (i) of this section by any officer or employee of the United States or any other person who knowingly and willfully violates this paragraph." 42 U.S.C. 653(l).

Federal law also provides penalties for misusing Social Security numbers. 42 U.S.C. 408 (a) (6), (7) and (8).

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use.

**D. Certifications:**

I hereby authorize the third party listed on this consent to view and/or discuss the EIV information identified above for the sole purpose of assisting in the recertification of my housing assistance in accordance with the rights afforded to me by the Privacy Act of 1974. I understand further use of such information is prohibited by the Privacy Act and Social Security Act, and that it may not be disclosed, redisclosed, copied, duplicated, or removed from the property for any reason. I also have read and understand the penalties for such misuse of the information, as provided on this form.

\_\_\_\_\_  
*Signature of tenant authorizing release*

\_\_\_\_\_  
*Printed name of tenant authorizing release*

\_\_\_\_\_  
*Date*

I hereby acknowledge and certify that I am permitted to view and discuss tenant information pertaining to the above named individual for the sole purpose of assisting the tenant in the recertification of his/her subsidy. I understand further use of such information is prohibited by the Privacy Act and Social Security Act, and that it may not be disclosed, redisclosed, copied, duplicated, or removed from the property for any reason. I also have read and understand the penalties for such misuse of the information, as provided on this form.

\_\_\_\_\_  
*Signature of authorized third party*

\_\_\_\_\_  
*Printed name of authorized third party*

\_\_\_\_\_  
*Date*



Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

**SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING**

This form is to be provided to each applicant for federally assisted housing

**Instructions: Optional Contact Person or Organization:** You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

<b>Applicant Name:</b>	
<b>Mailing Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>Name of Additional Contact Person or Organization:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>E-Mail Address (if applicable):</b>	
<b>Relationship to Applicant:</b>	
<b>Reason for Contact:</b> (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
<b>Commitment of Housing Authority or Owner:</b> If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
<b>Confidentiality Statement:</b> The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
<b>Legal Notification:</b> Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Check this box if you choose not to provide the contact information.

--	--

**Signature of Applicant**

**Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

**Privacy Statement:** Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

U.S. Department of Housing and Urban Development

## **Document Package for Applicant's/Tenant's Consent to the Release Of Information**

**This Package contains the following documents:**

- 1. HUD-9887/A Fact Sheet describing the necessary verifications**
- 2. Form HUD-9887 (to be signed by the Applicant or Tenant)**
- 3. Form HUD-9887-A (to be signed by the Applicant or Tenant and Housing Owner)**
- 4. Relevant Verifications (to be signed by the Applicant or Tenant)**

---

Each household must receive a copy of the 9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A.

Attachment to forms HUD-9887 & 9887-A (02/2007)

## HUD-9887/A Fact Sheet

### Verification of Information Provided by Applicants and Tenants of Assisted Housing

#### What Verification Involves

To receive housing assistance, applicants and tenants who are at least 18 years of age and each family head, spouse, or co-head regardless of age must provide the owner or management agent (O/A) or public housing agency (PHA) with certain information specified by the U.S. Department of Housing and Urban Development (HUD).

To make sure that the assistance is used properly, Federal laws require that the information you provide be verified. This information is verified in two ways:

1. HUD, O/As, and PHAs may verify the information you provide by checking with the records kept by certain public agencies (e.g., Social Security Administration (SSA), State agency that keeps wage and unemployment compensation claim information, and the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH) database that stores wage, new hires, and unemployment compensation). HUD (only) may verify information covered in your tax returns from the U.S. Internal Revenue Service (IRS). You give your consent to the release of this information by signing form HUD-9887. Only HUD, O/As, and PHAs can receive information authorized by this form.
2. The O/A must verify the information that is used to determine your eligibility and the amount of rent you pay. You give your consent to the release of this information by signing the form HUD-9887, the form HUD-9887-A, and the individual verification and consent forms that apply to you. Federal laws limit the kinds of information the O/A can receive about you. The amount of income you receive helps to determine the amount of rent you will pay. The O/A will verify all of the sources of income that you report. There are certain allowances that reduce the income used in determining tenant rents.

**Example:** Mrs. Anderson is 62 years old. Her age qualifies her for a medical allowance. Her annual income will be adjusted because of this allowance. Because Mrs. Anderson's medical expenses will help determine the amount of rent she pays, the O/A is required to verify any medical expenses that she reports.

**Example:** Mr. Harris does not qualify for the medical allowance because he is not at least 62 years of age and he is not handicapped or disabled. Because he is not eligible for the medical allowance, the amount of his medical expenses does not change the amount of rent he pays. Therefore, the O/A cannot ask Mr. Harris anything about his medical expenses and cannot verify with a third party about any medical expenses he has.

#### Customer Protections

Information received by HUD is protected by the Federal Privacy Act. Information received by the O/A or the PHA is subject to State privacy laws. Employees of HUD, the O/A, and the PHA are subject to penalties for using these consent forms improperly. You do not have to sign the form HUD-9887, the form HUD-9887-A, or the individual verification consent forms when they are given to you at your certification or recertification interview. You may take them home with you to read or to discuss with a third party of your choice. The O/A will give you another date when you can return to sign these forms.

If you cannot read and/or sign a consent form due to a disability, the O/A shall make a reasonable accommodation in accordance with Section 504 of the Rehabilitation Act of 1973. Such accommodations may include: home visits when the applicant's or tenant's disability prevents him/her from coming to the office to complete the forms; the applicant or tenant authorizing another person to sign on his/her behalf; and for persons with visual impairments, accommodations may include providing the forms in large script or braille or providing readers.

If an adult member of your household, due to extenuating circumstances, is unable to sign the form HUD-9887 or the individual verification forms on time, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

The O/A must tell you, or a third party which you choose, of the findings made as a result of the O/A verifications authorized by your consent. The O/A must give you the opportunity to contest such findings in accordance with HUD Handbook 4350.3 Rev. 1. However, for information received under the form HUD-9887 or form HUD-9887-A, HUD, the O/A, or the PHA, may inform you of these findings.

O/As must keep tenant files in a location that ensures confidentiality. Any employee of the O/A who fails to keep tenant information confidential is subject to the enforcement provisions of the State Privacy Act and is subject to enforcement actions by HUD. Also, any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages, and seek other relief, as may be appropriate, against the employee.

HUD-9887/A requires the O/A to give each household a copy of the Fact Sheet, and forms HUD-9887, HUD-9887-A along with appropriate individual consent forms. The package you will receive will include the following documents:

1. **HUD-9887/A Fact Sheet:** Describes the requirement to verify information provided by individuals who apply for housing assistance. This fact sheet also describes consumer protections under the verification process.
2. **Form HUD-9887:** Allows the release of information between government agencies.
3. **Form HUD-9887-A:** Describes the requirement of third party verification along with consumer protections.
4. **Individual verification consents:** Used to verify the relevant information provided by applicants/tenants to determine their eligibility and level of benefits.

#### Consequences for Not Signing the Consent Forms

If you fail to sign the form HUD-9887, the form HUD-9887-A, or the individual verification forms, this may result in your assistance being denied (for applicants) or your assistance being terminated (for tenants). See further explanation on the forms HUD-9887 and 9887-A.

If you are an applicant and are denied assistance for this reason, the O/A must notify you of the reason for your rejection and give you an opportunity to appeal the decision.

If you are a tenant and your assistance is terminated for this reason, the O/A must follow the procedures set out in the Lease. This includes the opportunity for you to meet with the O/A.

#### Programs Covered by this Fact Sheet

- Rental Assistance Program (RAP)
- Rent Supplement
- Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
- Section 202
- Sections 202 and 811 PRAC
- Section 202/162 PAC
- Section 221(d)(3) Below Market Interest Rate
- Section 236
- HOPE 2 Home Ownership of Multifamily Units

O/As must give a copy of this HUD Fact Sheet to each household. See the Instructions on form HUD-9887-A.

Attachment to forms HUD-9887 & 9887-A (02/2007)



# Notice and Consent for the Release of Information

to the U.S. Department of Housing and Urban Development (HUD) and to an Owner and Management Agent (O/A), and to a Public Housing Agency (PHA)

U.S. Department of Housing and Urban Development  
Office of Housing  
Federal Housing Commissioner

<p>HUD Office requesting release of information (Owner should provide the full address of the HUD Field Office, Attention: Director, Multifamily Division.):</p>	<p>O/A requesting release of information (Owner should provide the full name and address of the Owner.):</p>	<p>PHA requesting release of information (Owner should provide the full name and address of the PHA and the title of the director or administrator. If there is no PHA Owner or PHA contract administrator for this project, mark an X through this entire box.):</p>
--	--	---

**Notice To Tenant: Do not sign this form if the space above for organizations requesting release of information is left blank. You do not have to sign this form when it is given to you. You may take the form home with you to read or discuss with a third party of your choice and return to sign the consent on a date you have worked out with the housing owner/manager.**

**Authority:** Section 217 of the Consolidated Appropriations Act of 2004 (Pub L. 108-199). This law is found at 42 U.S.C.653(J). This law authorizes HHS to disclose to the Department of Housing and Urban Development (HUD) information in the NDNH portion of the "Location and Collection System of Records" for the purposes of verifying employment and income of individuals participating in specified programs and, after removal of personal identifiers, to conduct analyses of the employment and income reporting of these individuals. Information may be disclosed by the Secretary of HUD to a private owner, a management agent, and a contract administrator in the administration of rental housing assistance.

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992 and section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD and the PHA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (2) HUD, O/A, and the PHA responsible for determining eligibility to verify salary and wage information pertinent to the applicant's or participant's eligibility or level of benefits; (3) HUD to request certain tax return information from the U.S. Social Security Administration (SSA) and the U.S. Internal Revenue Service (IRS).

**Purpose:** In signing this consent form, you are authorizing HUD, the above-named O/A, and the PHA to request income information from the government agencies listed on the form. HUD, the O/A, and the PHA need this information to verify your household's income to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD, the O/A, and the PHA may participate in computer matching programs with these sources to verify your eligibility and level of benefits. This form also authorizes HUD, the O/A, and the PHA to seek wage, new hire (W-4), and unemployment claim information from current or former employers to verify information obtained through computer matching.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The O/A and the PHA is also required to protect the income

information it obtains in accordance with any applicable State privacy law. After receiving the information covered by this notice of consent, HUD, the O/A, and the PHA may inform you that your eligibility for, or level of, assistance is uncertain and needs to be verified and nothing else.

HUD, O/A, and PHA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

**Who Must Sign the Consent Form:** Each member of your household who is at least 18 years of age and each family head, spouse or co-head, regardless of age, must sign the consent form at the initial certification and at each recertification. Additional signatures must be obtained from new adult members when they join the household or when members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Rental Assistance Program (RAP)

Rent Supplement

Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)

Section 202; Sections 202 and 811 PRAC; Section 202/162 PAC Section 221(d)(3) Below Market Interest Rate

Section 236

HOPE 2 Homeownership of Multifamily Units

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the owner must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the owner or managing agent must follow the procedures set out in the lease.

**Consent: I consent to allow HUD, the O/A, or the PHA to request and obtain income information from the federal and state agencies listed on the back of this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs.**

Signatures:

Additional Signatures, if needed:

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Family Members 18 and Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Family Members 18 and Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Family Members 18 and Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Family Members 18 and Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Family Members 18 and Over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Family Members 18 and Over

\_\_\_\_\_  
Date

## Agencies To Provide Information

State Wage Information Collection Agencies. (HUD and PHA). This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Social Security Administration (HUD only). This consent is limited to the wage and self employment information from your current form W-2.

National Directory of New Hires contained in the Department of Health and Human Services' system of records. This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Internal Revenue Service (HUD only). This consent is limited to information covered in your current tax return.

This consent is limited to the following information that may appear on your current tax return:

1099-S Statement for Recipients of Proceeds from Real Estate Transactions

1099-B Statement for Recipients of Proceeds from Real Estate Brokers and Barters Exchange Transactions

1099-A Information Return for Acquisition or Abandonment of Secured Property

1099-G Statement for Recipients of Certain Government Payments

1099-DIV Statement for Recipients of Dividends and Distributions

1099 INT Statement for Recipients of Interest Income

1099-MISC Statement for Recipients of Miscellaneous Income

1099-OID Statement for Recipients of Original Issue Discount

1099-PATR Statement for Recipients of Taxable Distributions Received from Cooperatives

1099-R Statement for Recipients of Retirement Plans W2-G

Statement of Gambling Winnings

1065-K1 Partners Share of Income, Credits, Deductions, etc.

1041-K1 Beneficiary's Share of Income, Credits, Deductions, etc.

1120S-K1 Shareholder's Share of Undistributed Taxable Income, Credits, Deductions, etc.

I understand that income information obtained from these sources will be used to verify information that I provide in determining initial or continued eligibility for assisted housing programs and the level of benefits.

No action can be taken to terminate, deny, suspend, or reduce the assistance your household receives based on information obtained about you under this consent until the HUD Office, Office of Inspector General (OIG) or the PHA (whichever is applicable) and the O/A have independently verified: 1) the amount of the income, wages, or unemployment compensation involved, 2) whether you actually have (or had) access to such income, wages, or benefits for your own use, and 3) the period or periods when, or with respect to which you actually received such income, wages, or benefits. A photocopy of the signed consent may be used to request a third party to verify any information received under this consent (e.g., employer).

HUD, the O/A, or the PHA shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

If a member of the household who is required to sign the consent form is unable to sign the form on time due to extenuating circumstances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

This consent form expires 15 months after signed.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD, the owner or management agent (O/A), or a public housing agency (PHA) may conduct a computer match to verify the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

### Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887 is restricted to the purposes cited on the form HUD 9887. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the Owner or the PHA responsible for the unauthorized disclosure or improper use.

# Applicant's/Tenant's Consent to the Release of Information

Verification by Owners of Information  
Supplied by Individuals Who Apply for Housing Assistance

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

## Instructions to Owners

1. Give the documents listed below to the applicants/tenants to sign. Staple or clip them together in one package in the order listed.
  - a. The HUD-9887/A Fact Sheet.
  - b. Form HUD-9887.
  - c. Form HUD-9887-A.
  - d. Relevant verifications (HUD Handbook 4350.3 Rev. 1).
2. Verbally inform applicants and tenants that
  - a. They may take these forms home with them to read or to discuss with a third party of their choice and to return to sign them on a date they have worked out with you, and
  - b. If they have a disability that prevents them from reading and/or signing any consent, that you, the Owner, are required to provide reasonable accommodations.
3. Owners are required to give each household a copy of the HUD9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A after obtaining the required applicants/tenants signature(s). Also, owners must give the applicants/tenants a copy of the signed individual verification forms upon their request.

## Instructions to Applicants and Tenants

This Form HUD-9887-A contains customer information and protections concerning the HUD-required verifications that Owners must perform.

1. Read this material which explains:
  - HUD's requirements concerning the release of information, and
  - Other customer protections.
2. Sign on the last page that:
  - you have read this form, or
  - the Owner or a third party of your choice has explained it to you, and
  - you consent to the release of information for the purposes and uses described.

## Authority for Requiring Applicant's/Tenant's Consent to the Release of Information

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992. This law is found at 42 U.S.C. 3544.

In part, this law requires you to sign a consent form authorizing the Owner to request current or previous employers to verify salary and wage information pertinent to your eligibility or level of benefits.

In addition, HUD regulations (24 CFR 5.659, Family Information and Verification) require as a condition of receiving housing assistance that you must sign a HUD-approved release and consent authorizing any depository or private source of income to furnish such information that is necessary in determining your eligibility or level of benefits. This includes information that you have provided which will affect the amount of rent you pay. The information includes income and assets, such as salary, welfare benefits, and interest earned on savings accounts. They also include certain adjustments to your income, such as the allowances for dependents and for households whose heads or spouses are elderly handicapped, or disabled; and allowances for child care expenses, medical expenses, and handicap assistance expenses.

## Purpose of Requiring Consent to the Release of Information

In signing this consent form, you are authorizing the Owner of the housing project to which you are applying for assistance to request information from a third party about you. HUD requires the housing owner to verify all of the information you provide that affects your eligibility and level of benefits to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct levels. Upon the request of the HUD office or the PHA (as Contract Administrator), the housing Owner may provide HUD or the PHA with the information you have submitted and the information the Owner receives under this consent.

## Uses of Information to be Obtained

The individual listed on the verification form may request and receive the information requested by the verification, subject to the limitations of this form. HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The Owner and the PHA are also required to protect the income information they obtain in accordance with any applicable state privacy law. Should the Owner receive information from a third party that is inconsistent with the information you have provided, the Owner is required to notify you in writing identifying the information believed to be incorrect. If this should occur, you will have the opportunity to meet with the Owner to discuss any discrepancies.

## Who Must Sign the Consent Form

Each member of your household who is at least 18 years of age, and each family head, spouse or co-head, regardless of age must sign the relevant consent forms at the initial certification, at each recertification and at each interim certification, if applicable. In addition, when new adult members join the household and when members of the household become 18 years of age they must also sign the relevant consent forms.

Persons who apply for or receive assistance under the following programs must sign the relevant consent forms:

Rental Assistance Program (RAP)  
Rent Supplement  
Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)  
Section 202  
Sections 202 and 811 PRAC  
Section 202/162 PAC  
Section 221(d)(3) Below Market Interest Rate  
Section 236  
HOPE 2 Home Ownership of Multifamily Units

**Failure to Sign the Consent Form**

Failure to sign any required consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the O/A must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the O/A must follow the procedures set out in the lease.

**Conditions**

No action can be taken to terminate, deny, suspend or reduce the assistance your household receives based on information obtained about you under this consent until the O/A has independently 1) verified the information you have provided with respect to your eligibility and level of benefits and 2) with respect to income (including both earned and unearned income), the O/A has verified whether you actually have (or had) access to such income for your own use, and verified the period or periods when, or with respect to which you actually received such income, wages, or benefits.

A photocopy of the signed consent may be used to request the information authorized by your signature on the individual consent forms. This would occur if the O/A does not have another individual verification consent with an original signature and the O/A is required to send out another request for verification (for example, the third party fails to respond). If this happens, the O/A may attach a photocopy of this consent to a photocopy of the individual verification form that you sign. To avoid the use of photocopies, the O/A and the individual may agree to sign more than one consent for each type of verification that is needed. The O/A shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

The O/A must provide you with information obtained under this consent in accordance with State privacy laws.

If a member of the household who is required to sign the consent forms is unable to sign the required forms on time, due to extenuating circum-

stances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

Individual consents to the release of information expire 15 months after they are signed. The O/A may use these individual consent forms during the 120 days preceding the certification period. The O/A may also use these forms during the certification period, but only in cases where the O/A receives information indicating that the information you have provided may be incorrect. Other uses are prohibited.

The O/A may not make inquiries into information that is older than 12 months unless he/she has received inconsistent information and has reason to believe that the information that you have supplied is incorrect. If this occurs, the O/A may obtain information within the last 5 years when you have received assistance.

**I have read and understand this information on the purposes and uses of information that is verified and consent to the release of information for these purposes and uses.**

\_\_\_\_\_  
Name of Applicant or Tenant (Print)

\_\_\_\_\_  
Signature of Applicant or Tenant & Date

**I have read and understand the purpose of this consent and its uses and I understand that misuse of this consent can lead to personal penalties to me.**

\_\_\_\_\_  
Name of Project Owner or his/her representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature & Date  
cc:Applicant/Tenant  
Owner file

**Penalties for Misusing this Consent:**

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887-A is restricted to the purposes cited on the form HUD 9887-A. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the O/A or the PHA responsible for the unauthorized disclosure or improper use.

## Family Summary Sheet

Member No.	Last Name of Family Member	First Name	Relationship to Head of Household	Sex	Date of Birth
Head					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					



Property Stamp

**OWNER'S SUMMARY OF FAMILY  
(APPLICANT/TENANT)**

Member No	Last Name of Family Member	First Name	Relationship to Head of Household	Sex	Date of Birth	Declaration	Date Verified

# FACT SHEET

## For HUD ASSISTED RESIDENTS

### Below Market Interest Rate (BMIR)

### “HOW YOUR RENT IS DETERMINED”

Office of Housing

\*\* June 2007\*\*

*This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.*

### Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

#### OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations
- Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

#### Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

### Income Determinations

A family's anticipated gross income determines not only eligibility, but also determines the rent a family will pay. The anticipated income, subject to exclusions the family will receive during the next twelve (12) months, is used to determine the family's rent.

#### What is Annual Income?

Gross Income – Income Exclusions = Annual Income

## Determining Tenant Rent

### Below Market Interest Rate (BMIR) Rent Formula:

- At move-in or initial occupancy, the family pays the contract rent
- At recertification, they continue to pay the same rent unless their **income is equal to or higher than 110% of the BMIR income limit**. If the income has risen to 110% of the BMIR income limit, they pay the **higher** of the BMIR Market Rent or the amount they now pay.

## Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

### Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount **\*\***(except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)**\*\***
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation

and severance pay **\*\***(except for lump-sum additions to family assets, see Exclusions from Annual Income, below)**\*\***

- Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- **\*\***For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income**\*\***

### Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

### Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives



- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual's name but:
  - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
  - that the other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
  - Foreclosure
  - Bankruptcy
  - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

#### Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- \*\*Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above,\*\* the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD

- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

#### Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act

- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of

the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act

- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.
- Any deferred Department of Veterans Affairs disability benefits that are received in a lump sum or in prospective monthly amounts by the tenant to comply with the Housing and Economic Recovery Act of 2008 (HERA).

## Reference Materials

### Regulations:

- General HUD Program Requirements; 24CFR Part 5 Handbook:
- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

### Notices:

- "Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001

### For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>



**RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT**

# EIV & You

**ENTERPRISE INCOME VERIFICATION**



**What YOU Should Know**  
if You are Applying for or are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)

## What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



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

- The Social Security Administration:
- Social Security (SS) benefits
  - Supplemental Security Income (SSI) benefits
  - Dual Entitlementment SS benefits

The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

## What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

- Property owners and managers are able to use the EIV system to determine if you:
- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

## Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

## Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

## What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.



### Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

### Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - Child support
  - AFDC payments
  - Social security for children, etc.

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.

Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent is Determined" which includes a listing of what is included or excluded from income.



### What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

### What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

### What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <http://www.ssa.gov/pubs/10064.html>.

### Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in;



and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at: 1-800-685-8470.

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

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

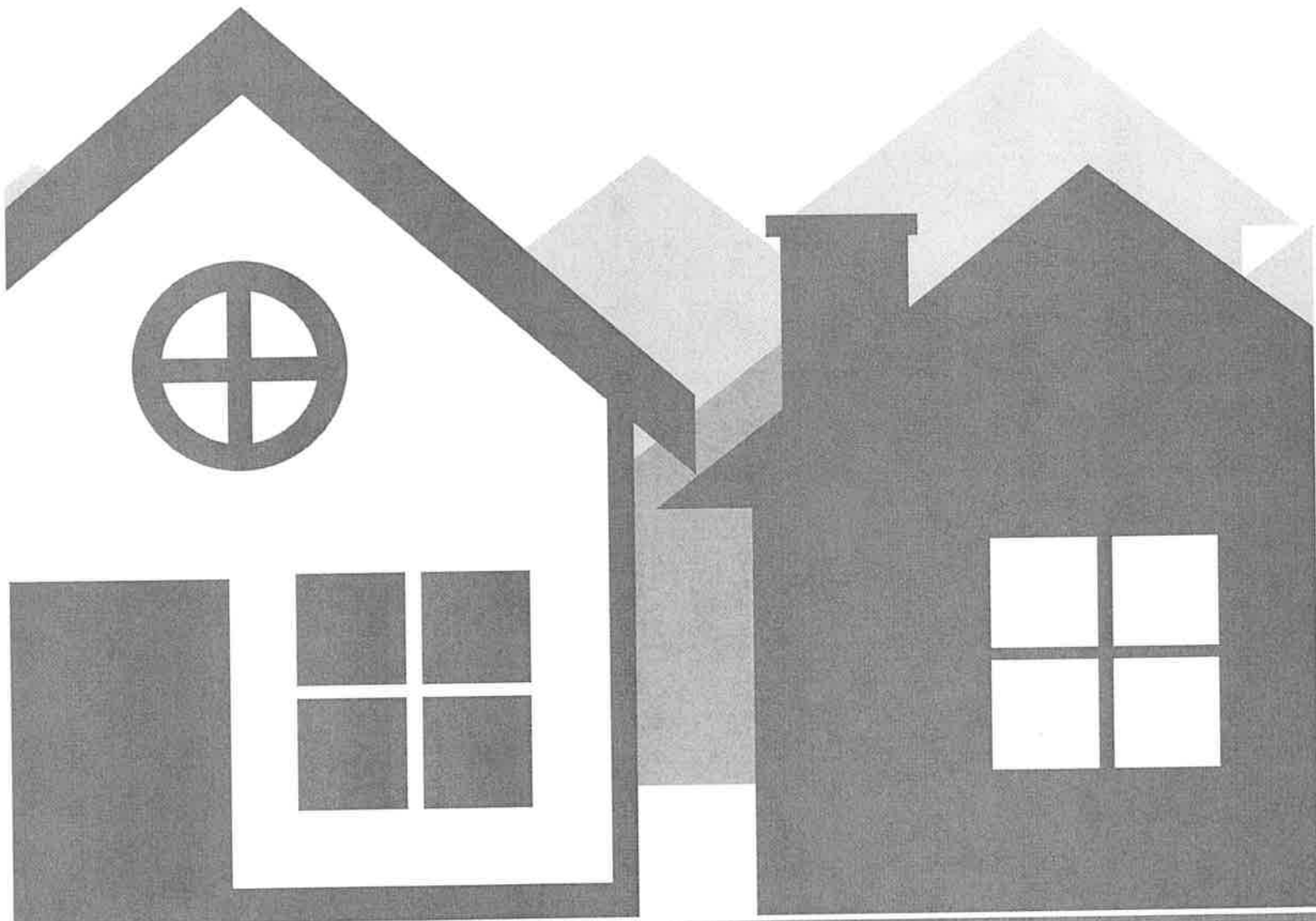
If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: [www.hud.gov/offices/hsg/mfh/rhiip/rhiip/eiv/eivhome.cfm](http://www.hud.gov/offices/hsg/mfh/rhiip/rhiip/eiv/eivhome.cfm).



JULY 2009



# RESIDENT RIGHTS & RESPONSIBILITIES



## **Secretary of HUD**

This brochure does not apply to the Public Housing Program, the Section 8 Moderate Rehabilitation Program (except for multifamily housing properties insured by HUD), and the Housing Choice Voucher Program (except when a voucher is used in a multifamily housing property with a HUD-insured mortgage).

---

# ***AS A RESIDENT, YOU HAVE RIGHTS AND RESPONSIBILITIES THAT HELP MAKE YOUR HUD-ASSISTED HOUSING A BETTER HOME FOR YOU AND YOUR FAMILY.***

This brochure is being distributed to you because the United States Department of Housing and Urban Development (HUD), which regulates the property in which you live, has provided some form of assistance or subsidy for your apartment. As part of its dedication to maintaining the best possible living environment for all residents, your local HUD office encourages and supports the following:

- Management agents and property owners communicate with residents on any and all issues
- Owners and managers give prompt consideration to all valid resident complaints and resolve them as quickly as possible
- Your right to file complaints with management, owners, or government agencies without retaliation, harassment or intimidation
- Your right to organize and participate in certain decisions regarding the well-being of the property and your home
- Your right to appeal a decision made by the local HUD office to the Office of Asset Management and Portfolio Oversight at HUD Headquarters.

Along with the owner/management agent, you play an important role in making your apartment, the grounds, and other common areas—a better place to live.

This brochure briefly lists some of the most important rights and responsibilities to help you get the most out of your home.



## YOUR RIGHTS

As a resident of a HUD-assisted multifamily housing property, you should be aware of your rights.

### **Rights:** *Involving Your Apartment*

- The right to live in decent, safe, and sanitary housing that is free from environmental hazards including lead-based paint.
- The right to have repairs performed in a timely manner, upon request.
- The right to be given reasonable notice, in writing, of any non-emergency inspection or other entry into your apartment.
- The right to protection from eviction except for specific causes stated in your lease.
- The right to request that your rent be recalculated if your income decreases.
- The right to access your tenant file.

### **Rights:** *Involving Resident Organizations*

- The right to organize as residents without obstruction, harassment, or retaliation from property owners or management.
- The right to provide leaflets and post materials in common areas informing other residents of their rights and opportunities to involve themselves in their property.
- The right to use appropriate common space or meeting facilities to organize (this may be subject to a reasonable, HUD-approved fee).
- The right to meet without representatives or employees of the owner/management company present.
- The right to be recognized by property owners/management company as having a voice in residential community affairs.

### **Rights:** *Involving Nondiscrimination*

The right to equal and fair treatment and use of your building's services and facilities, without regard to race, color, religion, gender, sexual orientation, gender identity, disability, familial status (children under 18), national origin (ethnicity or language), or in some circumstances, age.



## YOUR RESPONSIBILITIES

As a resident of a HUD-assisted multifamily housing property, you also have certain responsibilities to ensure that your building remains a suitable home for you and your neighbors. By signing your lease, you, the owner and the management company have entered into a legal, enforceable contract. You are responsible for complying with your lease, house rules, and local laws governing your property. If you have any questions about your lease or do not have a copy of it, contact your property management agent or the local HUD office.

### *Responsibilities: To Your Property Owner or Management Agent*

- Complying with the rules and guidelines that govern your lease.
- Paying the correct amount of rent on time each month.
- Providing accurate information to the owner/management agent's company at the certification or recertification interview to determine your total tenant payment, and consenting to the release of information by a third party to allow for verification.
- Reporting changes in the family's income or composition to the owner/management agent's company in a timely manner.

### *Responsibilities: To the Property and Your Fellow Residents*

- Complying with rules and guidelines that govern your lease.
- Conducting yourself in a manner that will not disturb your neighbors.
- Not engaging in criminal activity in your apartment, common areas or grounds.
- Keeping your apartment reasonably clean, with exits and entrances free of debris, clutter or fire hazards and not littering the grounds or common areas.
- Disposing of garbage and waste in the proper manner.
- Maintaining your apartment and common areas in the same general physical condition as when you moved in.
- Reporting any apparent environmental hazards to the management (such as peeling paint, which is a hazard if it is a lead-based paint) and any defects in building systems, fixtures, appliances, or other parts of the apartment, the grounds, or related facilities.





## YOUR RIGHT TO BE INVOLVED

### In decisions affecting your home

As a resident in HUD-assisted multifamily housing, you play an important role in decisions that affect your community. Different HUD programs provide for specific resident rights. You have the right to know under which HUD program your building is assisted. To find out if your apartment building is covered under any of the following programs, contact your management agent, Section 8 contract administrator, or the HUD office nearest you. If your building was funded under HUD's Rental Assistance Demonstration Program, or HUD's Section 236, 221(d)(3)/BMIR, Rental Assistance, Section 202 Direct Loan or Section 202/811 Capital Advance Programs or is assisted under any applicable project based Section 8 program or Rent Supplement, you have the right to be notified of, or in some instances, to comment on, the following:

- Nonrenewal of a project based Section 8 contract
- An increase in the maximum permissible rent
- Conversion of a project from project-paid utilities to tenant-paid utilities
- A proposed reduction in tenant utility allowance
- Conversion of residential apartments in a multifamily housing property to a nonresidential use or to condominiums, or the transfer of the housing property to a cooperative housing mortgagor corporation or association
- Transfer of the project-based Section 8 contract in your property to one or more buildings at other locations
- Partial release of mortgage security
- Capital improvements that represent a substantial addition to the project
- Prepayment of mortgage (*if prior HUD approval is required before owner can prepay*)
- Any other action, which could ultimately lead to involuntary, temporary or permanent relocation of residents
- If you live in a building that is owned by HUD and is being sold, you have the right to be notified of, and comment on HUD's plans for disposing of the building.



## ELIGIBILITY FOR ENHANCED VOUCHERS

If your apartment is assisted under a project-based Section 8 contract that is ending, and if the owner decides not to renew it, the owner is required by law to notify you in writing of that decision at least one year before the contract expires. Under these circumstances, you may be eligible for an Enhanced Voucher (EV), which owners are required to accept and which would give you the Right to Remain in a apartment at your property, provided that you are in compliance with your lease and the property remains rental housing. HUD will select a local Public Housing Agency (PHA) to provide an EV for eligible families who decide to remain at the property and to administer this assistance.

If you decide to remain at your property using an EV, a higher payment standard will be used to determine the amount of Section 8 assistance that is paid on your behalf if the gross rent for the apartment is more than the PHA's payment standard. However, the PHA must determine that the rent that the owner charges for your apartment is reasonable, and you must continue paying at least the amount of rent that you were previously paying.

If you are eligible for an EV, you can instead choose to move out of the property and use the voucher to rent a apartment anywhere in the United States where the owner will accept the voucher and the rents are in an allowable range, subject to approval. If you move out, however, the voucher is no longer "enhanced," and the amount of Section 8 assistance that is paid on your behalf will be based on the PHA's normally applicable payment standard.



## ADDITIONAL ASSISTANCE

### For additional help or information, you may contact:

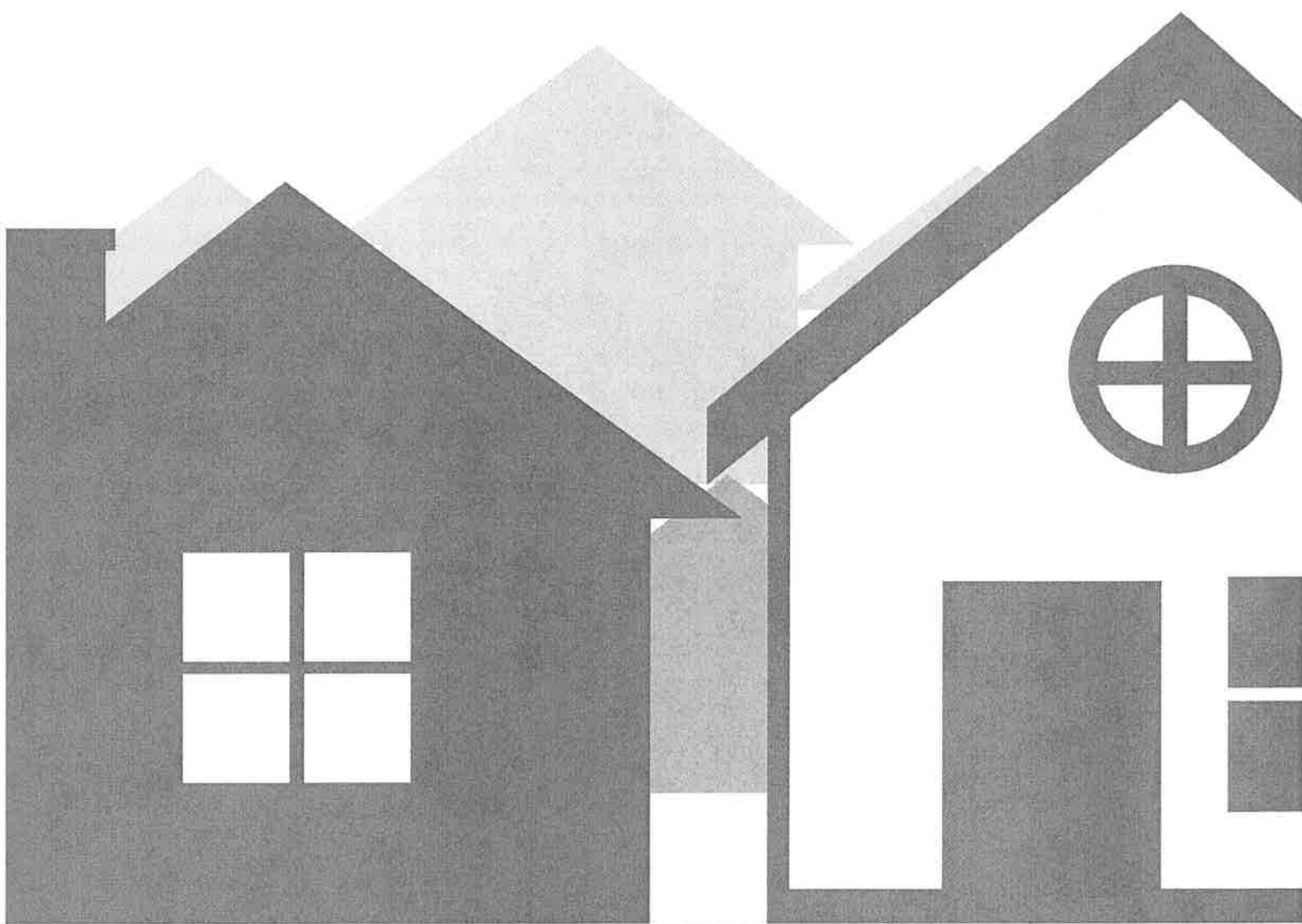
- Your property manager or the management company
- The account executive for your property in HUD's Multifamily Regional Center or Regional Satellite Center
- HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 to report maintenance or management concerns
- HUD's Office of Fair Housing and Equal Opportunity at 1-800-669-9777, if you believe you've been discriminated against
- HUD's Office of Inspector General Hot Line at 1-800-347-3735 to report fraud, waste, or mismanagement
- HUD's Housing Counseling Service locator at 1-800-569-4287 for the housing counseling agency in your community
- Your local government tenant/landlord affairs office, legal services office or tenant organizations to obtain information on additional rights under local and state law
- If appealing a local HUD Office decision, you may contact the Director of the Office of Asset Management and Portfolio Oversight in Washington, DC at 202-708-3730

### ON-LINE RESOURCES:

- **Housing and Urban Development website:** [www.hud.gov](http://www.hud.gov)
- **The local HUD Field Office:** <http://www.hud.gov/local/index.cfm>.
- **Note: To locate your local field office, select:** Contact My Local Office (under the I Want To section)



**U.S. Department of Housing and Urban Development**  
*Office of Multifamily Housing Programs*  
Washington, DC 20410-0000 Official Business  
Penalty for Private Use \$300



This brochure about your rights and responsibilities as a resident of HUD assisted multifamily housing is available in 13 alternate languages in addition to English and Braille. To determine if your language is available, please contact HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 or visit <http://www.hud.gov/offices/fheo/lep.xml>.

Rex 2  
Resident Handbook

February 2023

---

**Welcome to our property!** We are pleased that you have chosen to make Rex 2 your home. This property is owned and managed by Urban Housing Solutions. Should you have any comments or questions that cannot be answered by our property staff, please feel free to contact us at the following:

**Corporate Office Phone: 615-726-2696      TTY- 711 National Relay**

**Emergency/Maintenance Phone: Call the office and it will direct you to technician on call**

**Emergency TTY Line: 711 Relay**

---

This property was developed for the purpose of providing decent, safe, sanitary, and affordable housing. In exchange for rental payments, each resident is entitled to the use and enjoyment of a dwelling, in a safe, peaceful and sanitary environment.

This Resident Handbook was created as a resource for residents and/or their guests. The Handbook includes two sections:

1. **Section 1 establishes the House Rules for the property that are specifically related to the safety, care, and cleanliness of the buildings or the safety and comfort of the tenants.** House Rules are not meant to infringe on the rights of any one resident, but to protect the rights of all the residents, the property owners, management, grounds and building. Households will be given a 60-day notice before changes to these House Rules take effect. These House Rules are Attachment 3 of the lease agreement.
2. **Section 2 includes general community policies in place at this community.** HUD housing assistance is not an entitlement. Once you become a resident, HUD regulations require that all household members abide by the lease, the community policies and any other rules or regulations governing residency, in order to continue receiving assistance and to remain at the property.

Residents who do not comply with the rules and policies outlined in this Handbook will be notified, in writing, that they are not in compliance and that such action is a violation of the lease. Violations are grounds for terminating the household's subsidy, or the household's lease (resulting in eviction), as allowed by HUD regulations and by state and local laws. Eviction proceedings will begin for any household with three lease infractions.

---

## 1. SMOKE FREE COMMUNITY

Tenant and all members of Tenant's household are parties to a written lease with Landlord (the Lease). This Smoke Free Policy states the following additional terms, conditions, and rules:

This community has implemented a smoke-free policy in order to mitigate:

- Irritation and known adverse health effects of secondhand smoke;
- Increased maintenance, cleaning, and redecorating costs from smoking;
- Increased risk of fire from smoking; and
- Higher costs of property insurance for a non-smoke-free building.

"Smoke" or "Smoking" means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, water pipe (hookah), electronic delivery device, or any other natural or synthetic tobacco or plant product (including marijuana). "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, waterpipes (hookahs), electronic delivery device, or any other natural or synthetic tobacco or plant product (including marijuana) intended for inhalation.

"Electronic delivery device" means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen.

As a tenant, you agree to and acknowledge that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, members of Tenant's household, and any guests under control of the Tenant will not smoke anywhere in the unit or on the property except in designated smoking areas away from building entrances. Smoking is not allowed in interior common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, offices.

Tenant will inform Tenant's guests of the smoke-free policy. Tenant will also promptly give Landlord a written statement of any incident where Tenant observes smoking not allowed by this policy or believes smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.

Management has posted no-smoking signs inside the building. We will take reasonable steps to promptly remedy known and reported violations of the smoke-free policy via lease violations for confirmed violators.

Failure to follow this policy will render you liable to Landlord for the costs to repair your unit due to damage from smoke odors or residue. A material breach of this Policy is a material breach of the Lease and grounds for immediate enforcement action, including termination of the Lease by the Landlord.

Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way change the standard of care that Landlord or its managing agents would have to a Tenant to render buildings and premises designated as

---

smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Landlord and its managing agents are not the guarantor of Tenant's health or the smoke-free condition of the premises. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Policy than any other landlord obligation under the Lease.

## 2. APPLIANCES AND OTHER EQUIPMENT

Each resident is responsible for the care and use of each appliance and fixture in his/her apartment. This includes all kitchen appliances, alarms, plumbing and lighting belonging to the property. Residents are responsible to report any broken or non-working item immediately. Residents will be charged for the actual cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence.

Batteries must not be removed from fire and/or smoke detectors, since this constitutes a safety hazard. Smoke Detectors MUST NOT be removed. In addition, furniture and appliances must not be moved to cover doors or windows, or electrical panel boxes.

Tenants may not install any appliances or equipment, including but not limited to, extension telephone, waterbed, swimming pool, sandbox, basketball goal, trampoline, air conditioner, swing set, door locks, ceiling fan, carpet, fences, stove, refrigerator, ham radio set, or transmitter, satellite dish, or other antennae within their unit or in their yard space. Any unauthorized installation that is identified will result in a lease infraction and may include management service charges assessed to return the unit and or yard space back to the original condition. If such charges are assessed, they will equal the expenses incurred by the owner to perform these tasks.

## 3. COMMON AREAS AND GROUNDS

- a) The common areas and grounds are for the use and enjoyment of all residents. The walkways are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. The community room, parking lots, and lawns are only to be used for their intended purposes.
- b) Residents may not linger or congregate in the walkways, property roadway, or parking areas. The storage of trash, household or personal items in the common areas is prohibited. Stored and/or abandoned items will be removed from the property with or without notice.



- 
- c) All occupants are responsible for the cleanliness and upkeep of their apartments and the common areas, so that they can be safe, clean and pleasant for the enjoyment of all. Any areas that are damaged or in need of repair should be reported to management immediately.
- d) Any activities on the grounds that cause damage to the landscaping or common area, or can create a disturbance, are prohibited. Residents will be charged for any damages to common areas by household members or by their guests.
- e) Littering, including disposal of cigarette butts, candy wrappers, soda cans, etc., is prohibited. Defecating and/or urinating in common areas of the property are prohibited.
- f) Portable water toys such as slip and slides, twirling water sprinklers, etc. are not allowed anywhere on the property.
- g) Residents should not feed any stray animals that approach the property.
- h) Porches, Patios, Entryways, Hallways and Sidewalks:
- Porches, patios, entryways, hallways and sidewalks are to be kept free of all obstacles, personal belongings and debris. These areas are not to be used for storage of any kind. This includes, but is not limited to, bicycles, toys, motorized scooters, sporting equipment, indoor furniture and cleaning supplies.
  - Barbecue grills can be stored on but cannot be used on the patios. However, units without patios are not permitted to store any grills outside of the unit. Propane tanks must not be stored anywhere inside the unit.
  - Clothes lines are provided for drying clothes. No alterations in landscaping may be made without written permission from Management.

#### 4. TENANT AND GUEST CONDUCT

All tenants and their guests should be respectful of others' privacy, property, and general well-being. Residents are responsible for the conduct of their guests at all times, and should do their best to ensure that their behavior is neither offensive to any neighbor, nor damaging to any physical part of the property.

- a) Each and every resident listed in the lease and on a 50059 certification is responsible, not only for his/her own actions, but for the conduct of all household members, guests and visitors, while they are in the apartment or on the property. Any violation of these policies, and/or Lease terms is considered noncompliance with the lease.

- 
- b) Residents and guests are not permitted to engage in, participate in, or conduct activities which interfere with the quiet and peaceful enjoyment of the property by other residents. No act of a resident and/or guest which threatens, intimidates, harasses, is verbally abusive, or is physically violent (with or without injury) to another person (including staff) and/or the property, will be tolerated. Any such incident will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.
- c) Social gatherings of residents and guests are welcomed, provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. Any such gathering is considered in violation of the terms of the House Rules and the lease, when other residents' rights to quiet and peaceful enjoyment of their residences are violated. This policy applies to gatherings inside an apartment as well as in common areas.
- d) Children under 13 must be accompanied by an adult resident when using building facilities.
- e) The consumption of alcoholic beverages, drugs or any intoxicants in any common areas of the property is strictly prohibited.
- f) The hours between 10:00 p.m. and 8:00 a.m. on the property are designated as "Quiet Time." Households must minimize any noisy or disturbing activity during these hours.
- g) The volume of stereos, televisions, radios, etc., in the apartment, in the common areas of the property or in vehicles, is to be kept at a sound level that does not violate the right of neighbors to the quiet and peaceful enjoyment of their residences at all times.
- h) Dress: The management office and common areas are public places of business. All persons visiting the management office are required to dress appropriately, including tops, bottoms and shoes. The manner of dress, whether specified or not, shall at all times be governed by good taste, and be in keeping with a business environment. Anyone wearing inappropriate attire will be asked to leave the office. Business will not be conducted with anyone not wearing appropriate attire.

Clothing that is not acceptable includes, but is not limited to:

1. Robes, pajamas, bedroom slippers or other sleepwear
2. Clothing that reveals foundation garments, such as boxer briefs, underwear or bras
3. Bathing suits or other bathing attire
4. Bare feet
5. Any form of nudity (topless, bottomless)
6. Clothing or accessories that shows references to gangs or drugs
7. Clothing that contains offensive graphics, including sexual content or inappropriate language

- 
- i) If any law enforcement agency is called to the property because of a disturbance or violation of law, the resident(s) involved may be subject to lease termination.
  - j) Do not open the door or allow strangers into the unit. Allow only your guests and/or management representatives to enter. Do not prop open doors, since this may allow strangers (as well as rodents and insects) to enter the unit.
  - k) Trash and garbage must be placed in trash bags and deposited inside the designated dumpsters/trash cans only.
  - l) No fire pits or open fires are permitted.
  - m) Parking areas are available on a first come, first serve basis.

## 5. CRIMINAL HISTORY POLICY

- a) HUD requires that management obtain a criminal screening report for anyone 18 and older wishing to live on the property prior to move in. This includes all household members and live-in aides. Specific reasons for rejecting an application for criminal offenses are listed in the property's Tenant Selection Plan. A copy is available to anyone who requests it, at no charge.
- b) Current residents are subject to lease termination (eviction) if it is determined that the current or past criminal activity of a household member indicates a present threat to the health, safety, or right to peaceful enjoyment of the property by other residents, property management staff or persons residing in the immediate vicinity of the property.
- c) Management may deny admission to applicants or terminate the lease of any resident or household member who is, or has been, engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others.
- d) Rejection of applications for persons on any state's lifetime sex offender registry became a requirement in June 2001. If the property discovers that a household member moved in, in error, after that date, the individual must be removed from the household. Otherwise, the entire household will be evicted.
- e) If circumstances in item d) above are applicable to an in-place household, documentation, including but not limited to: a legal lease signed by all parties, utilities in their name or US Postal service certified mailing address change must be provided to document that the household member has moved out of the unit- thus permitting the remaining members to continue residing in the unit.

- 
- f) Management will work with law enforcement to follow up on any criminal reports received for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their dwellings by other residents, property management staff or persons residing in the immediate vicinity of the property. If police reports show criminal activity which allows for the termination of tenancy, eviction proceedings will be started.

## 6. FIRE AND DISASTER SAFETY

The major causes of apartment fires are smoking materials, heating, arson, and children playing with matches and lighters. By paying careful attention to these fire safety requirements, each of us can share the responsibility of keeping our apartment homes safe from fire. The following are strictly prohibited:

- a) The use of cooking grills of any type near the building structures is prohibited. Ashes must be wet and disposed of properly in a trash receptacle.
- b) Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or any common areas.
- c) Storage of anything next to the heat/air conditioning unit, range or refrigerator that may create a health and fire hazard.
- d) Disconnecting any smoke/fire alarm constitutes a violation of the fire code.
  - i. It is the resident's responsibility to notify management if the smoke/fire alarm(s) becomes faulty, or if a battery is missing or not functioning.
  - ii. Battery operated smoke detectors must not be tampered with or have any batteries removed.
  - iii. Any tampering with smoke detectors is considered a lease violation and may result in the termination of your lease.
- e) Use of extension cords in bathrooms, kitchens, and hallways that cause a trip hazard. Surge protectors and plug-in multiple outlet devices are allowed as long as electrical cords do not create a hazard.
- f) Extension cords cannot be plugged into common area outlets or in another apartment.
- g) Windows are not allowed to be nailed shut or to be made permanently closed in any way. The ability to get out of the unit through the windows cannot be blocked by anything. This is a health and safety issue and is considered material non-compliance with the lease.
- h) The use of candles and/or electronic scent warmers must be in accordance with manufacturer instructions and not left unattended at any time in the unit.

---

## 7. INSECTS, BED BUGS, PESTS AND RODENTS

All efforts will be made to provide a healthy and pest-free environment for all residents. When management becomes aware of insects, bed bugs, rodents or other pests at the property, all reasonable efforts will be made to eradicate them.

Since bed bugs, insects, rodents and other pests easily spread from unit to unit, all residents must comply with all pest control requirements, including preparing the unit and allowing access. Management will provide notification of pest control services via written notification. The notification will include instructions for preparing your unit for treatment.

As the resident, your responsibilities are to:

- a) Notify management immediately of pests, including but not limited to bed bugs, in your apartment.
- b) Help prevent pest infestations by:
  - I. Keeping your apartment clean and clear of clutter
  - II. Inspecting all furniture before bringing it into your apartment; especially used furniture
  - III. Not bringing abandoned furniture into your apartment - you do not know why it was abandoned, and it could be infested.

To avoid and/or address the serious problem of infestations (including but not limited to bed bug infestations), furniture and belongings infested with pests will not be brought into, or moved within this property. Many pests, including bed bugs, cannot be eliminated by professional extermination alone. If a pest problem is identified, management will contract for extermination, and will institute several steps that must be taken immediately by all residents when notified by management.

Failure to prepare for, or allow access to the unit after written notification constitutes a health and safety violation. Any household which does not comply, by adequately preparing for extermination, will be issued a lease violation. If noncompliance occurs a second time, lease enforcement proceedings will begin, and will continue until compliance is achieved.

*Pursuant to Housing Notice 2012-5, Failure to promptly report bed bugs (promptly reporting is defined as reporting within 3 calendar days), failure to comply with treatment instructions, and any other violation may result in the resident being held liable for all costs, damages, and expenses, including the costs of resulting bed bug treatment.*

---

## 8. KEYS, LOCKS AND LOCKOUTS

- a) One unit key and one mailbox key will be issued for each household at move-in. Residents are not permitted to duplicate keys. Should residents request an additional key be issued to them, management will provide the key for a management service charge representing actual cost.
- a) No alteration, addition, and/or replacement of any lock is permitted. Maintenance must perform all lock changes and all requests for lock changes must be made via a work order submitted either verbally or in writing to the office.
- b) If a lock requires changing for any reason (other than failing to work correctly due to normal wear and tear), the household will be charged based on the actual cost of the lock replacement.
- c) Each resident listed on the lease is responsible for the control of his/her key during residency. S/he is also responsible for returning all keys issued, at the time of move-out. Failure to return all keys issued to a unit's residents will result in a charge, as allowed by the lease, of no more than the actual cost for each lock change, as a result of the missing key(s).
- d) Lockouts: If you are locked out of your unit during office hours, management will provide access. If you are locked out outside of normal business hours, management will provide access for a management service charge of \$30 for the second and all subsequent requests for access.

## 9. HOUSEKEEPING

According to the "Maintenance" section of your lease, page 5, b. The Tenant agrees to: (1) Keep the unit clean;

- a) Resident shall keep the premises and such other area as may be assigned to him/her for his/her exclusive use in a clean and safe condition. This shall include the following maintenance of the premises as reasonable periods and seasons on ground adjacent to the dwelling unit, where appropriate.

Housekeeping Standards: Inside the Housing Unit:

- a) Walls: Should be clean: free of dirt, grease, holes, cobwebs, and fingerprints.
- b) Floors: Should be clean, clear, dry and free of hazards.
- c) Ceilings: Should be clean and free of cobwebs.
- d) Windows: Should be clean and not nailed shut. Shades or blinds should be intact. Windows should not be blocked by furniture to the point where it cannot be used as an exit if necessary.

- 
- e) Woodwork: Should be clean, free from dust, gouges, or scratches.  
Doors: Should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work. No holes or broken trim.
  - f) Entry/exit doors should not be blocked.
  - g) Heating units: Should be dusted and access uncluttered.
  - h) Trash: Shall be disposed of properly and not left in the unit.
  - i) Entire unit should be free of rodent or insect infestation.

#### Kitchen:

- a) Stove: Should be clean and free of food and grease (inside and out).
- b) Refrigerator: Should be clean inside and out.
- c) Cabinets and countertops: Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- d) Sink: Should be clean, free of grease, food and garbage. Dirty dishes should be washed and put away in a timely manner.
- e) Food storage areas: Should be neat and clean without spilled food.
- f) Trash/garbage: Should be stored in a covered container until removed to the disposal area.

#### Bathroom:

- a) Toilet and tank: Should be clean and odor free.
- b) Tub and shower: Should be clean and free of excessive mildew and mold.
- c) Sink: should be clean.
- d) Exhaust fans: Should be free of dust.
- e) Floor: Should be clean and dry.

#### Storage Areas:

- a) Linen Closet: Should be neat and clean.
- b) Other closets: Should be neat and clean. No flammable materials should be stored in the unit, such as propane tanks or gas cans.
- c) Should be free of debris, motor vehicle parts, and flammable materials.
- d) Other storage areas: Should be clean, neat and free of hazards.

#### Housekeeping Standards: Outside the Housing Unit

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- 
- a) Yards: Should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti. Affixing exterior holiday lighting outside of the building is prohibited.
  - b) Porches (front and rear): Should be clean and free of hazards. Any approved items stored on the porch shall not impede access to the unit.
  - c) Steps (front and rear): Should be clean and free of hazards.
  - d) Sidewalks: Should be clean and free of hazards.
  - e) Storm doors: Should be clean with screens intact and remained closed.
  - f) Parking lot: Should be free of abandoned cars. There should be no car repair in the lots.

## 10. MAINTENANCE AND MAINTENANCE EMERGENCIES

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. The goal is to complete non-emergency maintenance calls within 3 days and emergency calls within 24 hours except when special circumstances prevent this.

Maintenance requests will be handled after office hours if they are emergencies. We define emergencies as situations which present a danger to people or property. These include but are not limited to:

- Lost keys or lockouts
- Inoperable smoke alarms
- Fire- Call 911 first
- No electricity in the entire apartment- check your breaker box first
- Broken or non-working exterior access doors, locks or windows
- Non-working refrigerator or stove – please check GPI switches in kitchen and breaker box first
- Total heat loss throughout the unit November – March
- No air conditioning, in accordance with state and local laws
- No water in the entire apartment or no hot water
- Toilet not functioning (when there is only one toilet in the apartment)
- Flooding
- Gas leaks or smell of gas
- Broken pipes
- An unsecured dwelling as a result of forced entry or broken window

If a resident requests emergency maintenance and it is not one of these situations, he/she/they will be charged a management service fee of \$30.

## 11. MISCELLANEOUS

- a) No additional equipment, refrigeration unit, freezing unit, air conditioning, heating unit or permanently affixed lighting device may be installed, operated, or used in any way, unless approved in writing by management. Approval is generally given only as a reasonable accommodation based on a disability.



- 
- b) Equipment, furniture and/or appliances provided in the unit may not be moved or removed from the apartment or building. All equipment and appliances provided must be permanently retained in the original location. Indoor furniture is not to be moved to outdoor areas.
  - c) Door-to-door solicitation is not permitted within the property. Residents should notify management whenever solicitors appear at their doors.
  - d) Waterbeds are not allowed under any circumstances, because their weight and danger of flooding provide a health and safety hazard to the unit and surrounding units.
  - e) No changes of any kind to the apartment are allowed without the written consent of management. This includes painting, affixing items to the walls other than common household pictures using a single nail, decorations attached to the walls, windows, doors, ceilings or floors, or construction (temporary or permanent) which alters the physical layout of the apartment.

## 12. UNIT INSPECTIONS

Unit inspections are conducted at move-in, move-out, unit transfer (moving out of the old unit and moving into the new unit), and at least annually.

Move-in inspections must occur prior to executing a lease. The move-in inspection form must indicate the condition of the unit and must be signed and dated by the tenant and management. The tenant has 5 days to report any additional deficiencies to the owner, to be noted on the move-in inspection form.

Annual inspections are conducted by on-site staff, with proper notice. If there are damages, housekeeping and/or other concerns, the units may be inspected more than once annually. No advance notice is required for these inspections.

The move-out inspection will be conducted on the day of, or shortly after, the move-out date and is used to determine the amount of security deposit refund, if any, due to the tenant. The tenant is encouraged to accompany the manager on the move-out inspection but does not have to participate. If the unit is found vacant, a move-out inspection will be conducted on the date the vacancy was discovered by management. Charges for damages beyond normal wear-and-tear will be assessed to the household. Charges due to damages found during move-out inspections may be deducted from the security deposit.

---

## 13. UTILITIES

Be mindful of conserving energy, since this will lower utility bills. Do not open windows, or leave doors open while the heat or air conditioning is on; do not use your oven to heat the unit. Residents must maintain a minimum temperature of 55 degrees Fahrenheit (13 degrees centigrade) to prevent physical damage to the property and plumbing system during cold weather.

Water leaks (faucets, running toilets, etc.), excessive moisture, or standing water can cause the growth of mold. Report any water leaks to management immediately. Promptly remove any visible moisture accumulation in your unit (walls, windows and sills, floors, ceilings, closets, storage areas, and bathroom fixtures). Use exhaust fans in kitchen and bathrooms when necessary.

Foreign objects are not allowed to be put into a sink drain, toilet or tank or sewer system. The household will be charged the cost of repairs to the system if found to be in violation of this rule.

## 14. VEHICLES AND SPEED LIMITS

All motorized vehicles parked on the property must comply with the following property policies:

- a) All vehicles must have current legal license plates, current vehicle registrations and inspection stickers, and insurance as required by state law. Any vehicle on the premises found to be inoperable or illegal to operate will be towed at the owner's expense in accordance with state and local law.
- b) Inoperable condition includes, but is not limited to:
  - I. Flat or missing tire(s)
  - II. Mechanical problems: i.e. motor will not start, drive train problem, no brakes, damage from a collision
  - III. Broken windshield or headlamp
  - IV. No current registration
  - V. No current license tags
- c) The storage of a motorized vehicle of any kind on the property is strictly prohibited. Such vehicle(s) will be towed at the owner's expense according to state and local law.
- d) Washing vehicle(s) with water provided by the property is strictly prohibited.
- e) The repair of vehicles on this apartment property, including the changing of oil, is strictly prohibited. Any vehicle deemed under repair by management will be towed from the property after serving proper

---

notice to the owner. Battery-assisted starting of vehicles, and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.

- f) Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) may not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. Such a vehicle will not be allowed to be parked at the property until proof of repair of the fluid leak is provided to management.
- g) The residents on the lease are responsible for any cleaning and/or damages to the parking lot surface. The residents on the lease will reimburse the property for all costs within 30 days of receipt of an invoice.
- h) Vehicles must be parked in designated parking areas only. Any vehicle not properly parked within designated parking areas or parked in a posted/marked "No Parking" area will be towed at the owner's expense as allowed by state and local law.
- i) Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle may not be returned to the property until written proof of repairs to correct the problem(s) has been provided to management.
- j) Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- k) Parking or driving commercial vehicles that are used by residents for work is prohibited within the boundaries of the property. Vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the property except for temporary use to deliver goods or services to the property and/or residents.
- l) Vehicles may be operated on the driveways and parking lots only, and may not be driven on lawns, sidewalks, etc. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense as allowed by state and local law.
- m) Notice is considered properly served by posting a written notice in an obvious location (front, back, or side window) on the vehicle.

## 15. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Act (VAWA) and the Justice Department Reauthorization Act of 2005 protect any household member who is a victim of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance solely based on acts of such violence against

---

them.

A victim cannot be evicted solely because of incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault which otherwise would be considered as serious or repeated violations of the lease or other "good cause." If you are a victim and receive a lease violation and/or an eviction notice, you have the right to appeal.

Management can evict the abuser and remove him/her from the lease, as a person who is a threat to the community, or who commits criminal activities - but not the victim just because s/he is a victim. VAWA allows managers to legally divide a lease to allow the abuser to be evicted while the victim and all remaining family members stay in the unit.

Written certification of domestic violence will be required for a tenant to receive VAWA protections. You may request a HUD certification form from management. Or, the victim service providers, medical professionals, or attorneys who have counseled you as a victim can provide written verification of your status as a domestic violence victim. These records will be kept confidential.

Domestic violence victims can be evicted for lease violations that are unrelated to domestic violence disturbances, and victims may be evicted if it can be shown that their residency poses an actual and imminent threat to other tenants, site staff, or service providers.

If you feel you are eligible for VAWA protections, please request a copy of the agency's VAWA Policy for more additional information.

## 16. WEAPONS, FIREARMS AND DANGEROUS OBJECTS

Residents and household and guests are prohibited from displaying firearms of any type (whether operable or inoperable) anywhere on the property. The illegal use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property. This includes, but is not limited to:

- I. Shotguns, pistols, rifles, etc.
- II. Ammunition of any type
- III. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
- IV. Archery equipment such as bows, arrows, targets, etc.
- V. Paintball guns, paint balls and any similar products
- VI. Any and all types of slingshots or any device used for shooting a projectile
- VII. All sharp edged or pointed objects (knife, sword, etc.) used with the intent to threaten, intimidate, or harm another
- VIII. Any and all types of explosives, fireworks, and explosive chemicals

- 
- IX. Any type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

Residents may keep privately owned and licensed firearms and ammunition in locked cabinets in their apartments. Weapons, firearms, or ammunition are not allowed to be openly carried or exhibited on the property.

I acknowledge that I have received a copy of Section 1 of the Resident Handbook which also serves as the House Rules- an attachment to the lease agreement.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

## Section 2 – General Community Policies

---

### 17. FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS: COMMITMENT TO NONDISCRIMINATION

It is this property's policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments of 1988, E.O. 13166 and any legislation protecting the individual rights of applicants, residents, or staff subsequently be enacted.

The property shall not discriminate because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status, or national origin in the leasing, rental, or other disposition of housing in any of the following ways:

- Deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- Provide housing which is different than that provided others,
- Subject a person to segregation or disparate treatment,
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program,
- Treat a person differently in determining eligibility or other requirements for admission,
- Deny a person access to the same level or services, or
- Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

It is the policy of this property, pursuant to Section 504 of the Rehabilitation Act and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities.

The property will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all and will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency.

Questions or issues regarding applicant treatment relative to these laws should be addressed by mail to the following person, responsible for related policies: 504 Coordinator.

### 18. BUSINESSES IN THE UNITS

Any household wishing to operate a business out of their apartment must have management approval before starting. Incidental business (such as computer work, limited babysitting, hair and nail care) will be allowed under the following conditions:

- All applicable zoning regulations, as well as federal, state and local laws must be adhered to
- Any required licenses must be obtained, and fees paid to kept licenses current and in effect
- Absolutely no advertising signage is permitted to be displayed on doors and/or windows
- The business is allowed to be operated only by persons living in the apartment
- The business activity must not emit noise, vibration, smoke, dust, odor, heat, humidity, glare, or any other effect that unreasonably interferes with the peaceful and quiet enjoyment of other residents or neighbors.

---

The following types of home businesses are prohibited (this is not an all-inclusive list):

- Any repair of motorized vehicles, including the painting or repair of automobiles, trucks trailers, boats or lawn equipment
- Animal training services, hospital services, kennels, stables or bird keeping facilities
- Restaurants, catering or food preparation
- Funeral chapels, cremations or mausoleums
- Medical or dental clinics
- Public amusement, such as theaters or video arcades
- The sale or instruction of firearms, ammunition or any other form of weaponry
- Warehousing, welding or machine shops
- Construction or landscaping business that involves the storage of machinery, goods or material in the unit.

Since all apartments are residential units, tenants are not allowed to sell cigarettes, beer, wine, or any other items from their apartment.

No specific parking is available or permitted for business customers. No late-night traffic in and out of the property or the unit for business purposes is permitted.

## 19. CHARGES IN ADDITION TO RENT

Residents will be billed for damages caused by carelessness, misuse or neglect on the part of any household member or guest. The resident is obligated to reimburse management for the damages within 30 days after receiving the bill for charges. Charges will be assessed at the actual cost of the repairs.

## 20. EVICTION PROCEDURES

Eviction of a resident is considered a last resort, after reasonable opportunities have been given to the resident to remedy documented problems.

Residents may be evicted for non-payment of rent or other amounts owed (such as repayment agreements for overpaid subsidy), or material noncompliance with the lease. Residents may also be evicted for failing to submit all required household/financial information for recertification, failure to sign verification consent forms, abandoning the unit, fraud, or knowingly providing false or incomplete information.

In addition, residents may be evicted for repeated minor violations that disrupt the livability of the property, adversely affect anyone's health, safety or the rights of other tenants to the peaceful enjoyment of the property, interference with property management, acts which have an adverse financial effect on the property, or criminal activity committed by a household member or a guest.

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

Termination of Tenancy and Assistance. The termination procedure for RAD conversions to PBRA will additionally require that the landlord provide adequate written notice of termination of the lease which shall not be less than:

- A reasonable period of time, but not to exceed 30 days:
- If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony convictions; or
- Not less than 30 days in the case of nonpayment of rent; and

- Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

Termination of Assistance. In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

When an eviction is necessary, written notice will be provided to the tenant and the following will be included in the notice:

The specific date the tenancy will be terminated

- Detailed reason(s) for the action
- References to prior violation notices for the above item(s)
- Notification to the tenant that remaining in the unit on the termination date specified may result in the owner seeking to enforce the termination in court, at which time the tenant may present a defense
- Warning to the tenant that s/he has 10 days to discuss the termination of tenancy with the owner/agent. The 10-day time period begins on the date that the notice has been properly served.

Persons with disabilities have the right to request a reasonable accommodation to participate in the hearing process.

When the tenant is being evicted for nonpayment of rent, the notice must include the dollar amount due, and the date the balance was calculated. Once the eviction proceedings have begun, management will no longer accept rent payments.

The eviction notice will be served by hand from management to any adult person answering the door at the unit. If no adult answers the door, the notice will be placed under/through the door. The eviction notice will be delivered the same day it is written/dated. The notice will also be served by sending it via first class mail to the tenant at the unit address.

## 21. EXTENDED ABSENCES AND ABANDONMENT OF THE UNIT

HUD requires that your apartment must be your household's only residence. Therefore, tenants are not allowed unexplained and/or extended absences from the premises for 60 (sixty) continuous days, or for longer than 180 (one hundred eighty) continuous days for medical reasons.

Residents who have medical reasons to be absent from their apartment for more than 30 days must provide documentation from their medical professional that a medical condition is causing the absence. Management may allow extended absences for medical reasons in 30-day increments, up to a maximum of 180 days.

If the residents are absent from their apartment for more than the stated length of time, management will begin the process of terminating the lease.

Extended absence is not the same as abandonment. Abandonment is established by state law. The tenant's unexplained and/or extended absence from the premises for 7 days or more, (consistent with state/local law) without payment of rent due, is prima facie evidence of abandonment.

In a case of abandonment, the landlord is expressly authorized to enter, remove and store all personal items belonging to the household. Following the applicable state and local laws, management will provide written notice to your last known address on file, to let you know when we intend to dispose of any unclaimed property. You will have 7 days after the delivery of this notice to respond, in accordance with state and local law. After sending this notice, management will store your property in a safe place. You are required to pay the cost of taking the property to the storage place as well as to pay the actual storage cost, before claiming your items.



---

## 22. GRIEVANCE AND APPEAL PROCEDURES

This property's grievance procedures meet the requirements of the HUD 4350.3 Handbook and Section 504 of the Rehabilitation Act.

For lease violations and/or eviction proceedings:

- Written notification will be provided to a resident for any lease violation or eviction proceeding.
- The resident will have 10 days to request a meeting to discuss the lease violation or eviction.
- The resident is allowed to have a representative participate in an informal meeting.
- The meeting will be conducted by a member of management who was not involved in the lease violation letter or eviction proceedings.
- Written determination will be provided to the resident.

For general tenant grievances:

- Grievances must be made, in writing, to management at the property's office address.
- Management must respond to the complaint within 14 days of receipt.
- If the resident wishes to appeal the decision, a written appeal must be sent within 14 days of the original response.
- The owner/agent must approve or deny the appeal within 10 days of receipt.

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The resident's response to a lease violation letter or eviction notice does not preclude him/her from exercising other avenues available, if s/he believes that there has been discrimination on the basis of race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, marital status or handicap.

In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act.

RAD will require that:

- Residents be provided with notice of the specific grounds of the Project Owner's proposed adverse action, as well as their right to an informal hearing with the Project Owner;
- Residents will have an opportunity for an informal hearing with an impartial member of the Project Owner's within a reasonable period of time;
- Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the Project Owner as the basis for the adverse action. With reasonable notice to the Project Owner, prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
- Project Owners provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the Project Owner relied on as the basis for the adverse action.

The Project Owner will be bound by decisions from these hearings, except if the:

- Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.
- Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

---

If the Project Owner determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

## 23. Tenant Right to Move

Because this is a property that underwent a RAD conversion, each family has the option to obtain tenant-based rental assistance (commonly known as a Housing Choice Voucher) from the local housing authority, subject to certain program limitations, at any time after the second year of occupancy. Before providing notice to terminate the lease, the family must first contact the housing authority to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available, the housing authority shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

After the housing authority offers the family the opportunity for tenant-based rental assistance in accordance with HUD requirements and after the family has secured a lease with such tenant-based rental assistance, the family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.

## 24. GUESTS

Residents may have a guest(s) visit his/her residence. However, the visitor policy must be followed. If a guest will be staying in the unit for 3 or more nights, the office must be notified in writing.

A person making either 30 reoccurring visits or one continuous visit totaling 14 days or more in a given year in one or more units will be counted as a household member. An appropriate recertification will be completed. Extenuating circumstances (i.e. short-term care needed when recovering from a medical condition) may be granted with the written consent of management.

Guests are subject to the terms of the tenant's lease, House Rules, as well as federal, state and local laws. The resident accepts responsibility for the actions of all guests while they are on the property's premises.

Any guest who violates the terms of the tenant's lease, House Rules, federal, state or local laws will be presented with a letter of trespass and declared a trespasser. The household whose guests violates property rules will be issued a lease violation. Where applicable, future visits to the property by the guest(s) will result in an arrest by local law enforcement officers for illegal trespass.

If an individual not listed on the lease has his/her mail sent to the property, and/or his/her belongings are kept in the unit, s/he will be considered as living in the unit. If this occurs without management permission and the completion of resident screening, it is a lease violation.

Anyone 18 years of age or older who wishes to live on the property must successfully complete criminal screening prior to moving in. This screening is exactly the same as that required of members of any new household. This includes, but is not limited to, Live-In Aides, security/police officers or additional household members wishing to move in after the household is already living at the property.

Residents are allowed to add household members to their leases under certain conditions, which include but are not limited to, criminal screening, and occupancy standards for unit sizes. Once a household has moved in, any additional residents must be approved by management. Screening is used to help ensure that individuals admitted to the property will abide by the terms of the lease, pay rent on time, take care of the unit and common property, and allow all other residents to peacefully enjoy their homes.

---

## 25. CRIMINAL TRESPASS

Individuals who engage in certain prohibited activities will be banned from all properties owned and/or managed by the Landlord. An individual may be banned from the property for any violation of law or if it is believed that the person is a threat or has exhibited behaviors that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents. If the person banned is a juvenile, the owner will make a reasonable effort to notify the juvenile's parent or legal guardian.

Management will prepare and maintain a "Trespass List" containing the names of individuals who have been banned from the properties. The Trespass List will be placed in the lobby of the Administration Office. At the time a person is placed on the Trespass List, management will make every effort to notify that person. A copy of the list will also be provided to the appropriate law enforcement authority and a notice will be sent to the resident with whom the banned person was visiting. Service of the trespass notice may be performed by any agent of the owner, but the decision to ban any individual from a property shall be approved at the sole discretion of Urban Housing Solution's Executive Director or his/her designee. A conviction under state or federal law is not required to support the decision to ban any individual from entering onto the property.

An individual who wishes to have his or her name removed from the Trespass List must make an appointment with the Executive Director to discuss the removal. All relevant circumstances will be considered and a written decision will be provided advising the person of the owner's decision. No person will be removed without first meeting with the Executive Director and receiving a written notice of removal.

The individuals found on this list are not allowed onto the property at any time. The listing of any individual's name on this list should not be interpreted as a statement or indication of any criminal wrongdoing.

Management will obtain warrants for trespass against any individual whose name is on the Trespass List and they are found on the property at any time.

## 26. DECEASED TENANT PROCEDURES

Upon notification of a death of a single member of a household, staff will conduct a home visit to determine if anyone is residing in the unit. If there are unauthorized persons (including a live-in aide) in the unit of a deceased single member household, management will pursue judicial intervention to have them lawfully removed from the unit.

When the head of household (HOH) dies and the remaining household member is a live-in aide, the live-in aide is not entitled or eligible for continued occupancy in a subsidized unit. By definition, the live-in aide would not be living in the subsidized unit except to provide the necessary supportive services on behalf of the elderly or disabled head of household. Management will not designate the live-in aide as the new head of household.

If the HOH is deceased, and the remaining head of household members are minors, management may allow a temporary adult guardian to reside in the unit until a court-appointed guardian is established. This individual will be screened prior to being added to the 50059 as a temporary member coded as "N" for none.

Upon notification of the death, the family or designee of the deceased tenant's estate will be allotted a minimum of fourteen (14) consecutive days to remove personal belongings from the unit, beginning the day after the date of notification. On the 15th day, the market rent will be charged for the remainder of time before possession of the unit is returned to management (keys are returned).

---

## 27. INSURANCE

The property does not provide insurance to replace any of your personal possessions in case of damage or loss caused by fire, water, theft, or any other events. For this reason, we strongly recommend that residents obtain adequate renter's insurance coverage.

## 28. SECURITY DEPOSITS AND MOVE-OUTS

A security deposit is required from each household and is due at the time of the initial lease execution. The amount of the deposit is set by HUD based on the type of assistance provided. All security deposits will be placed into an interest-bearing escrow account.

Security deposits must be paid in full in a guaranteed form (money order, cashier's check, bank check) prior to move in.

When a household transfers from one unit to another, the security deposit will be transferred to the new unit.

The household is required to provide a written Intent to Move notice at least 30 days prior to the anticipated move-out date, and a forwarding address must be provided.

At the time the resident vacates the unit, the following steps will occur:

- Together, the tenant and management will complete a final move-out inspection, noting any repairs needed, and damage to the unit. Both will sign and date the inspection form. Note that the household is not required to participate in this inspection, but it is recommended.
- If the household has moved out without management knowledge, management will conduct the final move-out inspection immediately upon discovery of the vacant unit, will note any repairs needed, and damage to the unit.
- Charges will be assessed for all damages beyond normal wear-and-tear.
- If applicable, a security deposit refund will be issued within 30 days (or per state law if that is more stringent) of the household's move-out date. The tenant will receive the original security amount deposited, minus any amounts owed for unpaid rent, damages, and/or other charges. Details will be provided, along with (or instead of) a refund check.

## 29. PETS

This property does not allow pets.

---

## 30. REASONABLE ACCOMMODATIONS/MODIFICATIONS FOR DISABILITIES

Management will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all.

It is this property's policy, pursuant to Section 504 of the Rehabilitation Act as well as the Federal Fair Housing Act, to provide reasonable accommodations and modifications, upon request by applicants and residents with verified disabilities. Such accommodations may include changes in the method of administering policies, procedures, or services.

Reasonable accommodations include such things as unit transfers, assistance animals (see the pet section for more details), Live-In Aides and appropriate adaptations to the structure of the unit or the common areas. When such an accommodation is beyond the financial means of the property, management may provide written permission to the resident to create his/her own accommodation. In this case the accommodation may have to be removed, at the cost of the resident, upon move-out.

When an otherwise qualified applicant requests a reasonable accommodation or modification, management is not required to:

- make structural alterations that require the removal or altering of a load-bearing structure;
- provide support services that are not already part of its housing programs;
- take any action that would result in a fundamental alteration in the nature of the program/service; or
- take any action that would result in an undue financial and administrative burden on the Property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

### Live-in Aides:

A Live-In Aide is defined as a person who resides with one or more persons with disabilities, and who:

Is determined to be essential to the care and well-being of the person(s);

Is not obligated for the support of the person(s); and

Would not be living in the unit except to provide the necessary supportive services.

The need for a Live-In Aide must be verified by a medical professional, the supportive services required must be defined. The designated Live-In Aide must be capable of performing those services, and demonstrating that s/he is doing so.

A relative (other than a spouse) may be a Live-In Aide, but only if s/he meets the above criteria and would not otherwise be living in the unit if not to be the live in aide. If, during the Live-In Aide's residency, s/he fails to perform the required tasks, s/he must move out of the unit.

The Live-In Aide qualifies for occupancy only as long as the individual needing supportive services requires the Aide's services, and remains a tenant. A Live-In Aide has no right to remain in the unit after the person who needs his/her services leaves the unit, or no longer needs the services. The Live-In Aide must vacate the unit after the tenant is no longer living in the unit, regardless of the reason for vacancy.

We will allow the Live-In Aide 14 days to vacate the unit after the death of a sole tenant. If the Live-In Aide continues to live in the unit, s/he will be in violation, and will be charged market rent while eviction proceedings take place.

Prior to making move-in arrangements, the Live-In Aide must be screened for criminal activity, using the same standards applied to all other applicants. An individual who does not meet the property's criminal screening criteria will not be allowed to live in the unit. A Live-In Aide may be evicted from the unit if s/he does not comply with all rules and regulations of the property.

---

## ASSISTANCE ANIMALS

Assistance animals (also known as "service animals" or "therapy animals") are not pets. They are animals that provide help, perform tasks for the benefit of a person with a disability, and/or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. These animals can perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing rescue assistance, pulling a wheelchair, fetching items or alerting persons to impending seizures.

Assistance animals are permitted as a reasonable accommodation for persons with verified disabilities, once the need has been properly verified by a physician, psychiatrist, social worker, or other licensed medical professional.

There must be a direct relationship between the person's disability and his or her need for the animal. Neither a security deposit nor a pet fee is required for an assistance animal. All state and local health, safety, and licensing laws apply. Refer to the property's Assistive Animal Policy (within the Reasonable Accommodation and Modification Policy) for specific tenant animal care responsibilities.

Management reserves the right to deny a specific assistance animal only if:

There is documented proof, based on prior behavior of the animal, that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by a reasonable accommodation; or

There is documented proof, based on prior behavior of the animal, that it would cause substantial physical damage to the property of others; or

It can be specifically documented that the presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

Documented evidence shows that the presence of the assistance animal would fundamentally alter the nature of this property's services.

If it is determined that an assistance animal is needed, the tenant must maintain it in a way that does not disrupt the decent, peaceful, safe and sanitary living environment for the rest of the property and our tenants. All assistance animals must have current inoculations and licenses, and must be registered with management prior to move-in. Failure to notify management that the assistance animal is needed before moving it into the unit may result in termination actions.

## 31. RECERTIFICATION POLICIES

### Annual Recertification Processing:

All residents must be recertified on an annual basis to re-determine the tenant rent and assistance payment for the unit. You will receive an Initial Notice annually. Household composition and all financial information will be verified.

In addition to the Initial Notice signed at the time of move-in, you will receive a First Reminder notice 120 days prior to your annual recertification date. If you do not keep a scheduled appointment, and provide all information listed in the letter, you will receive a Second Reminder notice. If you do not keep a scheduled appointment and/or provide all information listed in that letter, you will receive a Third (Final) Reminder notice.

---

Failure to keep a scheduled appointment and/or provide all required information by the day before your Annual Recertification's due-date, as listed in the letter, will mean that your HUD subsidy will be terminated, and you will be required to pay market rent, beginning on the date your Annual Recertification would have taken effect. Failure to keep a scheduled appointment and provide all required information by the date listed in the letter (10<sup>th</sup> of the 11<sup>th</sup> month), will mean that you forfeit your right to a 30-day notice of a rent increase, if one is warranted.

#### Interim Recertification Processing:

Interim recertifications are required when there are changes in household composition, or when your household's cumulative income goes up \$200 per month or more. You may request an Interim Certification when your adjusted income goes down. This may result from an increase in allowable expenses or deductions.

All households must notify management when:

- A resident moves out; or
- The household proposes to move a new member in; or
- An adult member of the household begins working; or
- The household's income cumulatively increases by \$200 or more per month.

Because it may be difficult to determine household income increases of \$200/month or more, we encourage residents to report all income increases, so that management can be sure that Interims are completed properly.

**Notification of all of the above items is required within 30 calendar days of the change in circumstances.** Failure to notify management in a timely way will result in the forfeiture of a 30-day notice of a rent increase (if one is warranted). Willfully and knowingly withholding such information will be considered to be fraud, and may result in termination of the household's subsidy, eviction, and/or management reporting to HUD's Office of the Inspector General for legal action.

When an Interim is requested by a household due to a decrease in income, management reserves the right to delay the Interim if there is reason to believe that the income will be reinstated, in full or in part, within 2 (two) months. Documentary evidence may be the employment history shown in EIV. The Interim may be delayed until the new income is verified. During this time, if the household does not have sufficient income to pay the current rent, no eviction steps will be taken.

Management will refuse to process an Interim if the tenant caused a decrease in adjusted income deliberately, to reduce his/her rent payment, and/or when management has confirmed that the decrease will last less than one month.

#### General Recertification Requirements:

Failure to report income, or misreporting of income, will result in a retroactive certification and appropriate corrections to prior Annuals and/or Interims. These corrections will determine a new tenant rent. The household will be required to re-pay HUD for all overpaid subsidy, either in a lump sum, down payment with monthly payments, or monthly payments.

If such a repayment is required, and management and the tenant cannot agree on an affordable monthly repayment amount, management will provide the household with contact information for a HUD-Approved Local Housing Counseling Agency. The household must visit the agency within 15 calendar days. The agency will assist the tenant in determining an affordable monthly payment amount, and management will accept the amount recommended by the agency. The household must notify management if extenuating circumstances prevent the household from visiting the agency within the stated timeframe.

---

Upon management request, tenants have 10 calendar days to provide documentation of any income, assets, or expenses. Requested items may include pay stubs, bank statements, investment statements, etc. It is a good idea to keep all such items that you receive, in case they are requested for certification purposes.

When management notifies the household that a certification is ready for signature, all household members over the age of 18 have 7 calendar days to come to the office and sign and date the certification.

Failure to make arrangements for all household members over the age of 18 to sign and date the HUD Form 50059 within this timeframe will constitute a refusal to recertify. Management must be notified of any extenuating circumstances that prevent a household member from being able to sign within this timeframe.

Management may take steps to verify family composition, for the purpose of determining the appropriate unit size, allowable deductions, eligibility for HUD assistance, and the amount of assistance. To verify whether an individual lives in the unit or not, management may inspect the unit, require court custody records to determine whether a child lives in the unit 50% of the time or more, require the submission of a new lease/utility bills from a unit outside this property, require a signed affidavit from the head of household, or make other reasonable requests.

#### Zero Income:

Households reporting absolutely no income coming into the household must complete, with management, a zero income questionnaire to indicate how household expenses are being paid. This questionnaire/interview will take place annually, for as long as the household reports no income coming into the household.

#### EIV (Enterprise Income Verification):

Under the Rental Housing Integrity Improvement Project (RHIP) initiative, HUD is responsible for ensuring that the proper subsidy is provided to households through its rental assistance programs. The amount of rental assistance paid on behalf of the household is calculated using the total annual income, less allowable deductions.

To accomplish that responsibility, HUD requires that this property use the EIV system for all certifications (where applicable). This web-based program is designed to share income data that appears in other federal databases. Through EIV, management receives Social Security (SS and SSD) and Supplemental Security Income (SSI) benefits data from the Social Security Administration. Management also receives reports of new hires, quarterly wages, and quarterly unemployment benefit amounts, from the Department of Health and Human Services.

The purpose of EIV is to assist HUD and management to streamline income verification, and to minimize the need for third party verification. EIV allows management to identify:

- Applicants currently receiving HUD assistance
- Income not previously reported
- New employment
- Historical patterns of employment, benefits and income
- Tenants receiving HUD subsidy in more than one HUD program
- Deceased household members

As required by HUD, an Income Report will be run within 90 days of the move-in. A correction to the Move-In Certification must be done if appropriate. When a resident household proposes to move in a new household member, the Existing Tenant Search Report will be obtained, to determine if the applicant is currently being assisted by another HUD program.



---

When a 17-year-old household member turns 18 between Annual Recertifications, s/he must sign Form HUD-9887 within 30 calendar days, so that the data from EIV Income Reports for that member can be used for the family's next recertification. Management will provide written notice of this requirement to a household with a 17-year-old member, at the time of any Annual or Interim certification. In addition, management will provide a Form HUD-9887 to the 17-year-old prior to his/her 18<sup>th</sup> birthday so that it can be signed, dated and returned to management in a timely manner.

## 32. RENT COLLECTION

Rent is always due and payable on the first day of each month, in accordance with the lease. There will be no exceptions to this policy.

On the close of the 5th business day, a notice will be served, in accordance with HUD regulations.

- a) The notice will allow ten (10) days for the household to meet with management to discuss the pending Lease Termination for Non-Payment of Rent. ***Note: During the current Covid 19 pandemic, this notice period has been temporarily extended to 30 days. However, despite this temporary rule change, rent remains due on the 1<sup>st</sup> and all late fee application regulations remain unchanged. Once HUD reverts back to the standard 10-day notice of proposed termination due to unpaid rent, management will also revert back to the standard notice.***

In no way does this policy state or imply that additional time will be granted for the payment of rent. Any and all arrangements for delayed rent payments must be made prior to the time that the rent is due, on the 1st of each month.

In the case of a bounced check, a fee equal to that imposed by the financial institution will be imposed the second time, and each additional time a check is not honored for payment. After two bounced personal checks, they will no longer be accepted; the tenant must pay rent with a money order, cashier's check, or bank check.

Payment will be collected at the office during regular business hours. Payment can also be mailed to the management office but must be received by the 5th of the month in order to be considered to be on time. It does not matter when the payment was postmarked.

## 33. SCOOTERS (ELECTRIC OR GASOLINE MOTORIZED DEVICES)

The use of motorized scooters, electric wheelchairs and electric carts has increased dramatically over the past few years. While the use of a scooter is necessary and reasonable for many mobility-impaired individuals, they present unique safety issues.

To ensure the safety of all residents and guests, while avoiding unnecessary damage to our property, the following rules have been established for individuals who use these devices:

Scooters must be operated on low speed at all times.

Only individuals with a medical need for a scooter are permitted to use them.

Scooters (whether owned by residents or guests) must be parked inside the apartment. Scooters must not be left unattended in the hallways, stairways, or other common areas.

Scooters must be recharged only within the resident's apartment.

---

Pedestrians must be given the right of way at all times; ample notice must be provided before passing pedestrians in the hallways.

Residents are solely responsible for all upkeep and repairs to their scooters.

Residents are responsible for any damage caused by their scooters, in excess of normal wear and tear.

Management is not responsible for any damage to scooters caused by other residents or guests.

Use of scooters in certain areas, and/or at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be clearly posted on the bulletin board at least 24 hours beforehand.

If a resident drives a scooter in an unsafe manner, causes injury to other residents, or creates excessive damage to the property, the resident may be required to provide third party verification of their ability to operate the scooter in a safe manner. Continued violation of this rule may result in loss of scooter privileges.

Extenuating circumstances may result in management providing a written modification of these rules to reasonably accommodate the needs of individual residents.

Bicycles should be stored in utility closets of residential units, not in breezeways.

## 34. UNIT TRANSFERS

Unit transfers are allowed only as an emergency transfer request for a VAWA victim, reasonable accommodation for handicapped/disabled family members, and/or as a medical necessity, both of which carry equal priority levels.

Residents must complete a written request to transfer, signed by the head of household and all adult household members who wish to transfer, explaining why the transfer is necessary.

Transfers for reasons related to medical conditions and/or reasonable accommodations are required to be verified by a medical professional before the request can be date/time stamped, and the household added to the internal transfer waiting list.

Existing tenants have priority over applicants for available units. Residents who request a transfer, or are required to transfer, will be placed on a transfer waiting list based on the apartment size and type requested/needed.

The security deposit will be closed out on the first unit and recollected on the second unit.

When the transfer is a reasonable accommodation for a handicapped/disabled family member, the property will pay the costs of moving the resident's belongings, unless doing so would be an undue financial and administrative burden.

## 35. ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of the Resident Handbook in its entirety.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

## SUPPLEMENTAL ANIMAL POLICY

This property allows assistive animals. However, assistance animals are not pets. There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred as a "support animal").

Service Animals are animals with training readily apparent to perform tasks for the benefit of a disabled person.

Support Animals may not have any training, but still perform tasks to benefit the disabled person.

Persons with disabilities may request a reasonable accommodation for assistive animals. Any person requesting a reasonable accommodation regarding certain provisions of the Animal Policy must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability.

If either is not readily apparent, the owner will verify the need from a healthcare professional that has personal knowledge and provides medical or mental health services to the person to determine:

- Whether the person has a physical or mental impairment.
- Whether the person's impairment(s) substantially limit at least one major life activity or major bodily function;
- Whether the person needs the animal(s) because: it does work, provides assistance, or performs at least one task that benefits the patient because of his or her disability, or because it provides therapeutic emotional support to alleviate a symptom or effect of the disability of the person, and not merely as a pet;

If the requested animal is a unique animal, i.e., an animal not commonly kept in private households, the following additional information justifying the need for that particular animal maybe requested:

- The date of the last consultation.
- Any unique circumstances justifying the person's need for the particular animal or particular type of animal(s); and
- Whether the healthcare professional has reliable information about this specific animal or where the healthcare professional has specifically recommended this type of animal.

Documentation from the Internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

Staff will follow the Reasonable Accommodation and Modification Policy to document the request and approval of the assistive animal.

Please note, all rules in the following sections in the Animal policy regarding conduct, hygiene, supervision, etc. apply to assistance animals. Any property or unit damage caused by an animal will

---

charged to the tenant. It's the tenant's responsibility for feeding, maintaining, providing veterinary care, and controlling his/her animal.

Residents are responsible for any damage caused by their animals, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the animal and agrees to hold the property Owner harmless from any claims caused by an action or inaction of the animal.

Residents must have the prior written approval before moving an animal into their unit whether it is an assistive animal or a pet. Residents must request approval and fully complete the Animal Ownership Checklist section at the end of this policy before the owner will approve the request.

Management will determine whether an animal should be admitted into the building; management reserves the right to prohibit the admission of any animal in cases where it determines the animal or the animal owners will not be able to meet the requirements of these animal rules.

In order to be registered, animals must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the office to attest to the inoculations.

It is strongly recommended that residents who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

Any resident who owns or keeps an animal in their dwelling unit will be required to pay for any damages caused by the animal. Also, any animal-related insect infestation in the animal owner's unit will be the financial responsibility of the animal owner and the owner reserves the right to exterminate and charge the resident.

Animals must be controlled by owners so as not to cause a nuisance or disturbance. No animal that bites, attacks or demonstrates other aggressive behavior toward any human may be kept in the building or on building grounds.

The animal and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. Animals may not be bathed in the laundry room or tub room.

Repeated substantiated complaints by neighbors or management personnel regarding animals disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the animal or move him/herself.

Animals that make noise continuously and/or incessantly for a period of 5 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

Animals must be kept in the owner's apartment or on a leash or in a carrier at all times when outside the unit (no outdoor cages may be constructed). Animal owners must clean up after their animals and are responsible for disposing of animal waste. Waste material must be disposed of in a tied plastic bag.

---

If cleanup is not satisfactory, lease violations will be issued and any cleanup required to be performed by management will result in a \$25 management service charge incurred.

Owners must be with the leashed animal at all times when outside the building. Animals may not be tied or "let out" on their own to run or prowl.

To accommodate residents who have competing disabilities, such as, necessary Assistance Animal vs. allergy, if compromise cannot be achieved, the person who requested the accommodation first should prevail.

Animals may not be left unattended in a dwelling unit for over twelve (12) hours. If the animal is left unattended and no arrangements have been made for its care, the animal may be removed.

All owner of animals must provide the owner will the name, address and phone number of at least two persons willing to assume immediate responsibility of the animal in case of an emergency. If management is unable to reach the alternate animal caretakers, the animal owner agrees to allow management to place the animal in an appropriate boarding facility with all fees and costs borne by the animal owner.

The animal owner absolves management and/or its agents of any or all liability, financial or otherwise, for actions taken on behalf of the animal owner for the well-being of the animal.

Residents must take appropriate actions to protect their animals from fleas and ticks. All dogs must wear a tag bearing the resident name and phone number.

Animals cannot be kept, bred or used for any commercial purpose.

Owners of animals shall abide by the local ordinances governing the keeping, housing, treatment, restraint, confinement and trespassing of their animals in accordance with the city code.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary.

An animal owner shall physically control or confine his/her animal during the times when employees, agents of the owner or others must enter the animal owner's apartment to conduct business, provide services, enforce lease terms, etc.

If an animal causes harm to any person, the animal's owner shall be required to permanently remove the animal from the property within 24 hours of written notice. The animal owner is solely responsible for any costs arising from the incident. The animal owner may also be subject to termination of his/her dwelling lease.

An animal owner who violates any other conditions of this policy may be required to remove his/her animal from the development within three (3) calendar days of written notice. The animal owner may also be subject to termination of his/her dwelling lease.

The community's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

Guests are not allowed to bring animals into the building or grounds, except to an apartment that has completed the Animal Ownership Checklist, paid the deposit for such animal and received prior written approval to bring the visiting animal onto the premises unless the animal is an assistive animal.

---

The owner shall require the removal of any animal from the property if the animal's conduct or condition is determined to be a threat to the health or safety of other occupants of the property or of other persons in the community where the property is located. If the animal owner does not remove the animal within 24 hours, the owner has authorization to remove the animal and place the animal in an appropriate boarding facility at the expense of the animal owner, until the animal owner determines alternate arrangements for care and housing of their animal. The animal will not be allowed back onto the property without prior authorization of the owner.

In the event of illness or death of the animal owner, or in the case of an emergency which would prevent the animal owner from properly caring for the animal, the owner has permission to call the emergency caregiver designated by the resident; if management is unable to reach the alternate animal caretakers, the animal owner agrees to allow the owner to place the animal in an appropriate boarding facility with all fees and cost borne by the animal owner until family or friends claim the animal. All fees and expenses incurred will be the responsibility of the animal owner.

ANIMAL OWNERSHIP CHECKLIST

TENANT NAME \_\_\_\_\_ APT # \_\_\_\_\_

TYPE OF ANIMAL \_\_\_\_\_

Prior to bringing any animal onto the premises, the following terms must be met and agreed upon as denoted by the initials of the requesting resident:

- Animal registered with the office
- Record of inoculation certified by veterinarian
- Record of neutering certified by veterinarian
- Cats and dogs wear license tag, rabies tag, and name/address/phone
- Cats litter box trained; dogs potty trained
- Animal Policy explained and copy given to tenant
- Copy of City license for cats and dogs

Name, address and telephone number of two persons willing to assume immediate responsibility for the animal in case of emergency.

Name	Address	Telephone
1.		
2.		

I have read and understand the requirements for animal ownership and will comply with all provisions. I certify that if I have a cat, it is litter box trained, or if I have a dog that the dog is potty trained.

Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_