



Metropolitan Development and Housing Agency

Rental Assistance Department

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Briefing Receipt of Materials

I _____ have received the following materials from the Metropolitan Development and Housing Agency and they have been explained to me.

- *Tenant Handbook, that includes sections on;*
 - How the Program Works
 - How long you have to find a unit and how to search for one
 - What type of units may be rented
 - What to consider when searching for a unit and Finding a Good Place to Live
 - Family obligations and responsibilities
 - HUD form Tenancy Addendum
 - Section 8 Portability
 - Summary of Informal Review and Hearing Procedures
 - Protecting Your Family from Lead in Your Home
 - What You Should Know About EIV
 - Debts Owed to Public Housing Agencies and Terminations
 - Fair Housing
 - Title VI of the Civil Rights Act of 1964
 - Reasonable Accommodation and Reasonable Modification Policy
 - Violence Against Women Act (VAWA)
 - Voucher Extension Request form
- *A Fair Housing – Equal Opportunity for All booklet;*
- *A Family Self-Sufficiency (FSS) pamphlet;*
- *Request for Tenancy Approval Form;*
- *Forms HUD-5380 and HUD-5382 - VAWA Rights and VAWA Certification*
- *Form HUD-52646 - Housing Voucher;*
- *A list of landlords that accept Section 8 Vouchers*

I have been advised of and understand the following:

- When MDHA-owned units are available for lease, the family has the right to select any eligible unit available for lease, and is not obligated to choose a MDHA-owned unit.
- That if I fail to submit a Request for Tenancy Approval by the expiration date on my voucher, I will lose my voucher and will have to re-apply for assistance.

Signature of Head of Household

Printed Name

Date Signed

The Housing Choice Voucher Participant's Handbook

*A guide to locating and keeping
the rental unit of your choice!*



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How the Program Works

The following is a basic guideline of how the program works:

1. A family is determined eligible.
2. The Family is issued a Housing Choice Voucher.
3. The family searches for a unit to rent.
4. When the family finds a unit, they ask the landlord if they will accept Section 8.
5. The owner and family sign a Request for Tenancy Approval and submit it and a copy of the lease to their Section 8 specialist.
6. If the owner's lease and rent amount are acceptable, the Section 8 staff conducts an inspection.
7. If there are repairs to be made, the repairs must be completed before assistance may begin.
8. Once repairs are completed, the unit is re-inspected. Once the unit is approved, the lease start date is coordinated with the MDHA representative. **The lease cannot start until the unit passes inspection and the family has all tenant-provided utilities turned on in the head of household's name. Verification of utilities being on must be provided to MDHA.**
9. The family pays the security deposit.
10. The family moves into the unit and signs lease with the owner.
11. The owner signs a contract with MDHA and provides a copy of the signed lease agreement, including the HUD-required Tenancy Addendum.
12. Each month a portion of the rent is paid to the owner by MDHA, and the family pays their portion (if any) directly to the owner.
13. During the term of the lease, the family reports certain changes in income and family composition, which may affect the amount of assistance paid by MDHA.
14. The family's eligibility is recertified each year.
15. The assisted unit must be re-inspected each year.
16. Relocations are possible (after the initial 12-month period).

How Long Do I Have to Find A Unit?

Your Voucher is good for sixty (60) days. There is a possibility of being granted 2 extensions of 30 days each (as long as you request an extension before the expiration of your Voucher). If a unit is not located and a Request for Tenancy Approval submitted within the 60-day term plus extensions, you will forfeit your Housing Choice Voucher and will have to re-apply for the Section 8 Program. **Note there is no guarantee of receiving an extension.** Extensions are only granted to those who demonstrate they have had difficulty finding a unit or have had a “life event” that prevented them from seeking suitable housing. A life event may be an illness that requires hospitalization or a death in the immediate family. All extensions must be requested in writing on the MDHA form and are only approved by the Director of Rental Assistance. The Voucher Extension Request form is located in the back of this booklet.

At no time will the term of the Voucher exceed 120 days without a HUD waiver.

How Do I Find A Unit?

Each family is responsible for finding the housing of their choice that meets program requirements. You have several choices when trying to decide where to start looking for a new residence. All participants are encouraged to use the TNHousingSearch.org web site at <http://www.tnhousingsearch.org/> or call their toll-free number at 1-877-428-8844 to search for available properties. Ask friends and family members if they know of any rental units available. Ministers can also be a source of information on rental vacancies for low-income families. Check the “classified” section of the newspaper *every day*.

If you are disabled and need a specific accommodation in locating housing to suit your needs, please contact your Section 8 Specialist for assistance.

What Type Units May Be Rented?

Eligible unit types include houses, apartments, condos, duplexes and mobile homes. The unit must be privately owned. The family receiving assistance may not have any financial interest in the unit. The person or persons owning the unit cannot live in a unit that receives rental assistance. The owner of the unit may not be related to you (mother, father, stepmother, stepfather, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, uncle or aunt) or any other member of the household, unless the family includes a member with a disability and a waiver is granted.

There are no designated Section 8 units. Each family is free to choose the unit they wish to rent. However, the unit chosen must meet the following conditions:

- The owner must be willing to participate in the Program.
- The owner must be willing to sign a one-year lease.
- The owner must not be related to any household member.
- The unit must pass a Housing Quality Standards inspection.
- The rent requested by the owner must be reasonable in comparison to non-subsidized rents for similar units in the area.
- The unit must not be owner occupied.
- The unit must be the right size for the family and program guidelines.
- The owner's proposed lease must be acceptable.

Final acceptability of a unit is the decision of the Section 8 staff.

What to Consider When Searching for a Unit

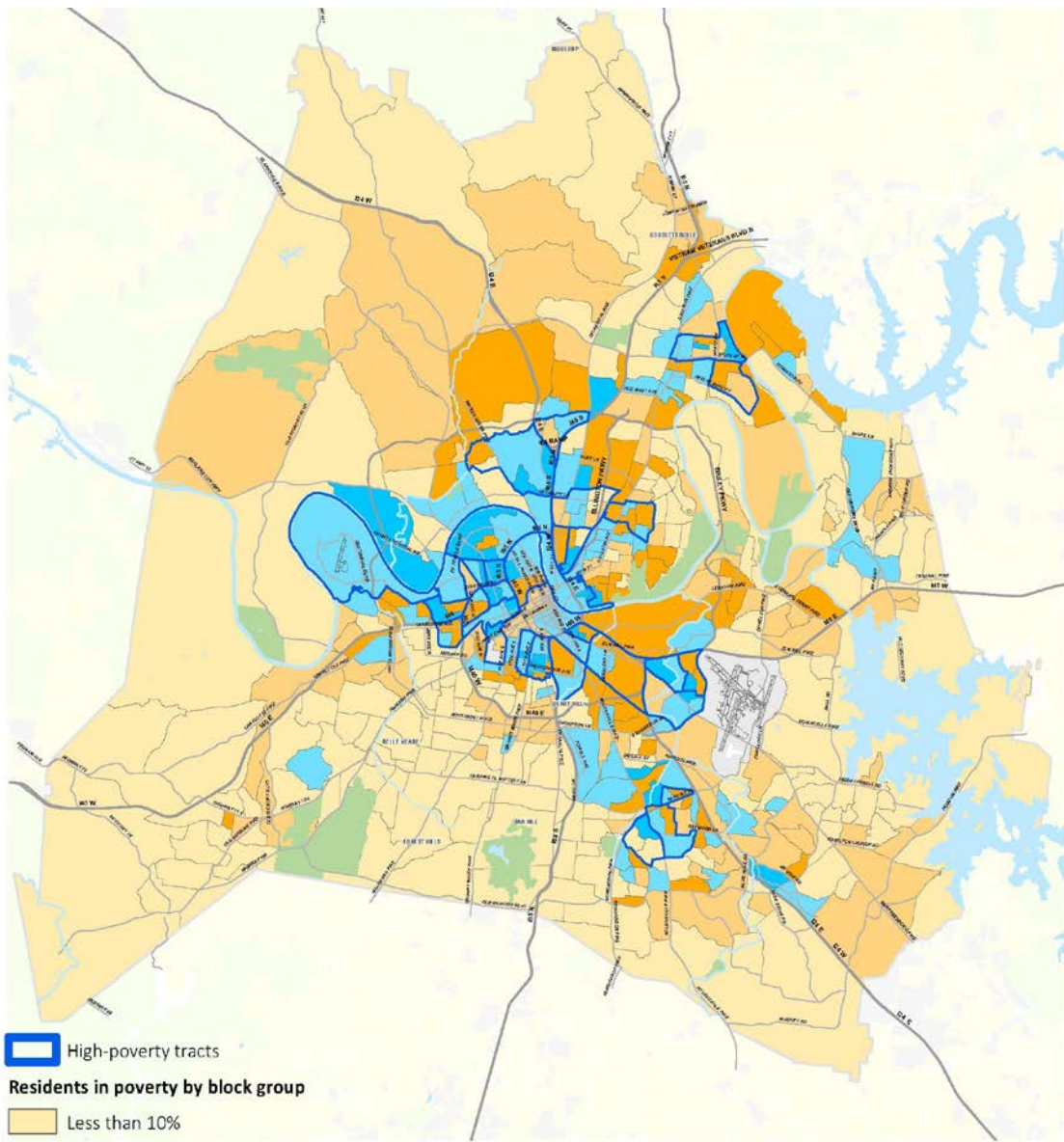


Condition of the Unit. The unit should be in such condition that it is decent, safe, and sanitary and will meet, at a minimum, HUD’s Housing Quality Standards (HQS). See the section entitled “A Good Place to Live” starting on page 31 of this document.

Reasonable Rent. Is the rent comparable or similar to other rents being charged for similar size and type units?

Cost of Utilities. Is the unit energy efficient? You may request a 12-month history of utility costs on a unit from the local utility companies. NES – 736-6900; Metro Water – 862-4600; and Nashville Gas – 734-0665.

Location of unit. Is the unit conveniently located to sources of transportation, employment, church, schools, shopping, medical services, etc.? Is the neighborhood safe – free of drugs and crime? Is the unit located in a non-poverty area? If you are not familiar with the neighborhood, drive through it during the day and at night, especially on weekends. You are encouraged to look for units outside areas of concentrated poverty. See map on next page for where non-concentrated areas are located in Davidson County.



Courtesy of Metro Planning Department
 Source: American Community Survey, 2008-2013 Five Year Estimate

May an Owner Refuse to Participate in the Program or Refuse to Rent to a Voucher Holder?

Owners are not required to participate in the Section 8 Program. Owners may screen prospective tenants by applying the same screening criteria to Voucher holders that they apply to non-subsidized tenants. For example, they may check credit or former landlord references. MDHA is required to make available to potential landlords the name and address of your current and former landlords. MDHA will also inform landlords if you have previously been evicted, or if your assistance has ever been terminated for illegal drug-related or violent criminal activity. If you think a landlord refuses to rent to you because of race, color, creed, religion, disability, age or familial status, you may file a discrimination complaint. See pamphlet titled “Fair Housing – It’s Your Right” included in your briefing packet or you may call the Section 8 office at 252-6500 to obtain a copy.

How Much Assistance Will I Receive?

How much assistance is provided differs from family to family. It depends primarily on:

- How many persons are in the household;
- How much income the household has;
- The amount of deductions and allowances for the household;
- What bedroom size Voucher has been issued to the family;
- The bedroom size of the unit;
- The amount of rent charged by the owner; and
- What utilities are paid by the family and what utilities are paid by the owner.

The Section 8 specialist will review the above as they apply to your case and determine the amount of assistance available to you.

To Whom Is the Assistance Paid?

The assistance by MDHA is sent directly to the owner via direct deposit. The family is responsible for paying their portion of rent directly to the owner. Not all Section 8 participants pay a portion of their rent. If a family is eligible for assistance toward utilities, the amount is sent to the family in the form of a utility check. The family is responsible for paying utility bills for which they are responsible.

Family Obligations and Responsibilities

Once you sign an initial lease and a Housing Assistance Payments Contract is executed on your behalf, you officially become a participant in the Section 8 Program. As a participant in the Metropolitan Development and Housing Agency's Section 8 program, you and all household members must comply with certain obligations and/or responsibilities. **The failure of all household members to comply with the following obligations and responsibilities is grounds for the termination of assistance.**

The Family (including each household member) Must:

- 1) Supply any information that MDHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- 2) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- 3) Supply any information requested by MDHA to verify that the family is living in the unit or information related to family absence from the unit.
- 4) Promptly notify MDHA in writing when the family is away from the unit for an extended period of time in accordance with MDHA policies.
- 5) Allow MDHA to inspect the unit at reasonable times and after reasonable notice.
- 6) Notify MDHA and the owner in writing before moving out of the unit or terminating the lease.
- 7) Use the assisted unit for residence by the family. The unit must be the family's only residence.
- 8) Promptly notify MDHA in writing of the birth, adoption, or court-awarded custody of a child.
- 9) Request MDHA written approval to add any other family member as an occupant of the unit.
- 10) Promptly notify MDHA in writing if any family member no longer lives in the unit.
- 11) Give MDHA a copy of any owner eviction notice.
- 12) Pay utility bills and provide and maintain any appliances the owner is not required to provide under the lease.
- 13) Correct tenant-caused, life-threatening HQS violations within 24 hours.

The family (including all household members) Must Not:

- 1) Violate any family obligations contained herein or shown on the voucher.
- 2) Fail to sign and submit consent forms for obtaining eligibility factor verifications.
- 3) Fail to submit evidence of citizenship or eligible immigration status or in any way fail to comply with non-citizen rule regulations and applicable informal review

- 4) Own or have any interest in the unit (other than a cooperative, or the owner of a manufactured space or a participant in the Homeownership Voucher Program).
- 5) Commit any serious or repeated violation of the lease, including damage beyond normal wear and tear and failure to make timely rental payments.
- 6) Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- 7) Include a household member that is subject to a lifetime registration under a State sex offender registration program.
- 8) Include a household member who has EVER been convicted of a drug-related criminal activity involving the manufacture or production of methamphetamine on the premises of federal assisted housing.
- 9) Include any family member who has committed drug-related criminal activity or violent criminal activity.
- 10)Owe rent or other amounts to MDHA or another Housing Agency in connection with Section 8 or public housing.
- 11)Breach an agreement with MDHA to pay an amount owed to MDHA.
- 12)Sublease or assign the lease or transfer the unit.
- 13)Receive Housing Choice Voucher assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- 14)Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- 15)Fail to comply with the Family Self Sufficiency Contract of Participation, if enrolled in the FSS program.
- 16)Engage in or threaten abusive behavior towards MDHA personnel.
- 17)Have been evicted from public housing in the past 3 years.

Other Requirements

The FAMILY:

- 1) MUST NOT pay the OWNER any additional rent or amounts that are not part of the lease.
- 2) MUST connect the utilities that are the Family's responsibility in the head-of-household's name. Utilities must be connected and smoke detectors must work at all times.
- 3) MUST notify MDHA if an OWNER does not make repairs in a timely manner.
- 4) MUST notify MDHA within 14 days of any change in income, expenses (child care or medical), or family composition
- 5) MUST notify MDHA of any absences from the unit over two weeks.
- 6) MUST reimburse MDHA for any amounts owed to MDHA.
- 7) MUST reimburse any other PHA for any amounts owed to them.

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

**U.S. Department of Housing and Urban
Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

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

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be Credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and Premises in accordance with the HQS.

(2) Maintenance and replacement (including

Redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

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

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

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

c **Criminal activity or alcohol abuse.**

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

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

- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d **Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant’s family under the Section 8 voucher program.

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

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

- (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (2) If there are any changes in lease provisions governing the term of the lease;
- (3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, is not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.

16. Notices

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

17. Definitions

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

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

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

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

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

HUD. The U.S. Department of Housing and Urban Development. **HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Section 8 Portability

A family may choose a unit anywhere in the United States where there is a PHA that administers a tenant-based housing choice voucher program. However, the family may only use the voucher to lease a unit in an area where the family is income eligible at admission to the program.

If you do not want to lease a unit in Davidson County, MDHA may transfer your voucher to a housing agency in the city in which you want to live. If you want to live outside of Davidson County, please contact your specialist and tell them where you want to live so they can send your paperwork to the housing authority that will administer your voucher. A family where neither the head of household or spouse had a domicile (legal residence) in the jurisdiction of MDHA at the time of their initial application may not exercise portability during the first 12 months unless approved by MDHA.

In order to transfer your voucher, you must be in good standing with MDHA and not owe any money to the agency.

Some of the Housing Agencies that administer a Section 8 program in the surrounding areas are:

<p>Brownsville Housing Authority 205 Summer Oaks Brownsville, TN 38012 731-722-0274</p>	<p>Johnson City Housing Authority 901 Pardee St. Johnson City, TN 37601 423-232-4784 423-232-4789 Fax</p>
<p>Chattanooga Housing Authority 801 N Holtzclaw Ave Chattanooga, TN 37404 423-752-4893 423752-4462 Fax</p>	<p>Crossville Housing Authority 67 Irwin Ave. Crossville, TN 38555 931-484-2990 931-456-1513 Fax</p>
<p>Dickson Housing Authority 333 Martin Luther King, Jr. Blvd Dickson, Tennessee 37075 615-446-9371 615-441-1391 fax</p>	<p>Knoxville's Community Development Corporation 400 Harriet Tubman St Knoxville, TN 37915 865-403-1234</p>
<p>Jackson Housing Authority 125 Preston St Jackson, TN 38301 731-422-1671 731-425-4605 Fax</p>	<p>Memphis Housing Authority 700 Adams Ave Memphis, TN 38105 901-544-1227 901-544-1375 Fax</p>

<p>Murfreesboro Housing Authority 415 N. Maple Street Murfreesboro, Tennessee 37130 615-893-9414 615-893-9436 fax</p>	<p>THDA East Tennessee Office 1525 E. Spring St, Ste A Cookeville, TN 38506 931-520-0608 931-881-1591 Fax (Anderson, Blount, Campbell, Cannon, Claiborne, Clay, Cocke, DeKalb, Fentress, Grainger, Hamblen, Jackson, Jefferson, Knox, Loudon, Macon, Monroe, Morgan, Overton, Pickett, Putnam, Roane, Scott, Sevier, Smith, Van Buren, Union and White Co.)</p>
<p>Oak Ridge Housing Authority 10 Van Hicks Rd Oak Ridge, TN 37830 865-482-1006 ext 121 865-482-2463 Fax</p>	<p>THDA South Central Tennessee Office 930 N Ellington Pkwy Lewisburg, TN 37091 931-270-9183 931-246-1015 Fax (Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, Warren, Wayne and Williamson Co.)</p>
<p>Tennessee Housing Development Agency (THDA) Middle Tennessee Office 160 Cude Lane Madison, Tennessee 37115 615-860-0912 615-860-8703 fax (Cheatham, Houston, Humphreys, Montgomery, Robertson, Rutherford, Trousdale, Sumner, Stewart and Wilson Co.)</p>	<p>THDA West Tennessee Office 225 Dr. Martin Luther King Jr. Dr Ste 405B Jackson, TN 38301 731-410-2270 566-752-4358 Fax (Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardin, Hardeman, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Weakley, Shelby* and Tipton Co.)</p>

Summary of Informal Review and Hearing Procedures

For any decision affecting your Section 8 assistance, MDHA will notify you in writing. If you disagree with the decision made by MDHA, you may have an opportunity to appeal the decision. The procedures to appeal a decision are outlined below. For further information, contact you Section 8 specialist.

SECTION 8 INFORMAL HEARING PROCEDURE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

Applicability

The hearing procedure shall apply only to permitted individual Grievances, as defined in Section 2 below.

The hearing procedure shall **not** apply to the following:

Disputes that do not involve MDHA action, such as a dispute between a Resident and an Owner.

General policy issues or class grievances.

MDHA's utility allowance schedule.

Extension or suspension of a certificate or voucher term.

Approval of a unit or lease.

Whether a unit meets HUD housing quality standards (unless termination is for a condition caused by a Resident).

MDHA's exercise of any rights or remedies against an Owner under a housing assistance program contract.

Definitions

The following definitions shall apply:

Complainant shall mean any Resident or Family who files a Grievance.

Family shall mean a family admitted to and currently assisted by the Section 8 program in accordance with HUD regulations. The resident head of the Family shall have the exclusive right to file a Grievance on behalf of the Family.

Grievance shall mean any allegation by a Complainant that MDHA has not acted in accordance with the applicable lease or regulations, and therefore impaired the Complainant's rights, welfare or status.

Section 8 Office shall mean the Housing Assistance Program Office of MDHA.

Hearing Officer shall mean a person appointed by the Executive Director of MDHA to serve as hearing officer for Hearings. The Hearing Officer shall be a person who is not involved in the day-to-day administration of the Section 8 program.

HUD shall mean the U.S. Department of Housing and Urban Development.

MDHA shall mean the Metropolitan Development and Housing Agency.

Owner shall mean any party with the legal right to lease or sublease a unit to a participant under the Section 8 program.

Resident shall mean a member of a Family.

Notice of Termination

The Section 8 Office shall notify any party the Section 8 Office determines to be ineligible for assistance in writing of the reason for such decision and that the party has right to file a Grievance within ten (10) business days following the date of the notice. If a party does not file a Hearing in accordance with Section 4, the Section 8 Office's decision shall become final.

Informal Settlement Meeting

A Complainant must file a written Grievance in person with the Section 8 Office and discuss the Grievance with the Section 8 Office informally. The Section 8 Office shall prepare a summary of this meeting within a reasonable time and shall send a copy to Complainant and retain a copy in the Section 8 Office files. The summary shall state the date of the meeting, the names of the parties at the meeting, the Section 8 Office's disposition of the Grievance and the specific reasons for the Section 8 Office's decision. In addition, the summary shall notify the

Complainant of the procedure to obtain a hearing if the Complainant is not satisfied with the Section 8 Office's decision.

Request for Hearing

Informal Meeting Required - The Complainant must comply with Section 4 before the Complainant can apply for a hearing; however, MDHA may waive compliance with Section 3 if MDHA, in its discretion, determines that the Complainant has shown good cause for such non-compliance.

Request for Hearing - The Complainant must submit a written request for a hearing to MDHA within ten (10) business days following the date of the Section 8 Office's notice of its decision under Section 3. The request for a hearing must specify:

The reasons for the Grievance; and

The action or relief sought.

Schedule of Hearing - Upon the Complainant's compliance with subparagraph (b), the Hearing Officer shall promptly schedule the hearing for a time reasonably convenient to both the Complainant and MDHA. The hearing will be held in the Rental Assistance Department, Section 8 Office, 620 Dew Street, unless the Hearing Officer determines that another location would be more feasible. The Hearing Officer shall deliver written notice specifying the time, location, and procedures governing the hearing to the Complainant and the appropriate MDHA officials.

Failure to Request a Hearing - If the Complainant does not request a hearing in accordance with subparagraph (b), the Section 8 Office's decision under Section 4 shall become final.

Hearing Procedure

The hearing shall be held before a Hearing Officer.

The Complainant shall have a fair hearing providing the basic safeguards of due process, which shall include:

The right to examine before the hearing all directly relevant documents, records and regulations of MDHA and to copy these items at the Complainant's expense. At the hearing MDHA may not rely on any document not made available to the Complainant after the Complainant has requested the opportunity to examine it.

The right to be represented by counsel or other representative chosen by the Complainant, at the Complainant's expense.

The right to a private hearing unless the Complainant requests a public hearing.

The right to present evidence and arguments in support of the Grievance, to challenge evidence presented by MDHA and to confront and cross-examine all witnesses presented by MDHA.

The right to a factual decision based upon a preponderance of the evidence presented at the hearing.

At the hearing, the Complainant must first establish that the Grievance relates to a matter properly subject to the grievance procedure. If the Complainant establishes this, MDHA must then state the reasons for its action described in the Grievance.

The Hearing Officer shall conduct the hearing informally. Both the Complainant and MDHA shall submit evidence for their positions. The Hearing Officer may accept relevant oral and written evidence without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer shall require all participants and spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in the disorderly party being excluded from the proceedings or receiving a decision adverse to such party's interest.

The Complainant or MDHA may request a transcript of the hearing. The request must be made in advance of the hearing, and the transcript shall be at the expense of the requesting party. Any party to the hearing may purchase a copy of the transcript.

If the Complainant or MDHA fails to appear at a scheduled hearing, the Hearing Officer may either:

Decide that the absent party has waived its right to a hearing; or

Postpone the hearing for up to five (5) business days.

This decision shall be at the discretion of the Hearing Officer. The Hearing Officer shall notify both the Complainant and MDHA of this decision.

Decision of the Hearing Officer

The Hearing Officer shall prepare a written decision stating the specific reasons for the Hearing Officer's decision. A copy of this decision shall be sent to the Complainant and MDHA within a reasonable time after the hearing. MDHA shall retain a copy of the decision in the Complainant's folder. MDHA shall also place a copy of the decision, with all names and identifying references deleted, on file and make it available for inspection by prospective Complainants, their representatives, and Hearing Officers.

The Hearing Officer may render a decision without a hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

Appeal of Hearing Officer Decision

Limited Review by Executive Director - The decision of the Hearing Officer shall be binding on MDHA unless the Executive Director of MDHA determines that:

The decision relates to a matter not properly subject to the grievance procedure or otherwise exceeds the authority of the Hearing Officer.

The decision is contrary to the requirements of the Annual Contributions Contract between HUD and MDHA, HUD regulations or requirements, or applicable federal, state or local law.

The Complainant or MDHA may, within fifteen (15) business days following the date of the notice of the Hearing Officer's decision, request in writing that the Executive Director consider the two issues outlined above. If no response is received from the Executive Director within five (5) business days following receipt of a request for review by the Executive Director's Secretary, the decision of the Hearing Officer shall be deemed affirmed. The Executive Director may unilaterally elect to review a Hearing Officer's decision within fifteen (15) business days following the date of the notice of the Hearing Officer's decision. If the Executive Director reviews the Hearing Officer's decision, the Executive Director shall promptly notify the Complainant of the Executive Director's decision. Review the Hearing Officer's decision under this subsection shall be in the sole discretion and jurisdiction of the Executive Director.

Judicial Proceedings - The Complainant's failure to comply with any of the foregoing procedures shall not constitute a waiver of any right the Complainant may have to contest MDHA's disposition of the Grievance in an appropriate judicial proceeding.

Important Points To Remember!

1. ***Don't waste time*** - You only have 60 days to locate and get approved for a rental unit. There is NO GUARANTEE of an extension.
2. You must ***report changes*** in income as soon as they occur. Reporting changes as soon as possible helps to prevent delays in getting into your new home. Your assistance cannot begin until income changes have been verified. This process can take up to 2-3 weeks in some instances. Most landlords will not hold a unit this long once it has passed inspection.
3. ***Utilities must be turned on and in YOUR name*** before your assistance can begin (if they are not included in your rent). You are required to provide a receipt from the utility company proving you have obtained service.
4. If you are providing the ***stove and/or refrigerator***, you must make arrangements for them to ***be in place*** in the rental unit before the final Section 8 inspection.
5. ***Any promissory*** note with MDHA ***must be current*** before your assistance can begin.
6. Owners/ property managers can ask for an ***application fee***.
7. Landlords can require up to ***one month's rent for a security deposit*** so BE PREPARED! If you can pay a deposit immediately for a unit you really want, you have a much better chance of being selected by the landlord. Just make sure the deposit is fully refundable if the unit does not pass the MDHA inspection.
8. ***You are not on Section 8 until the HAP Contract is signed***. If you move in before the HAP Contract is executed on your behalf, you will be responsible for the full rent to the landlord.

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

Things that a home must have in order approved by the PHA, and Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have: Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

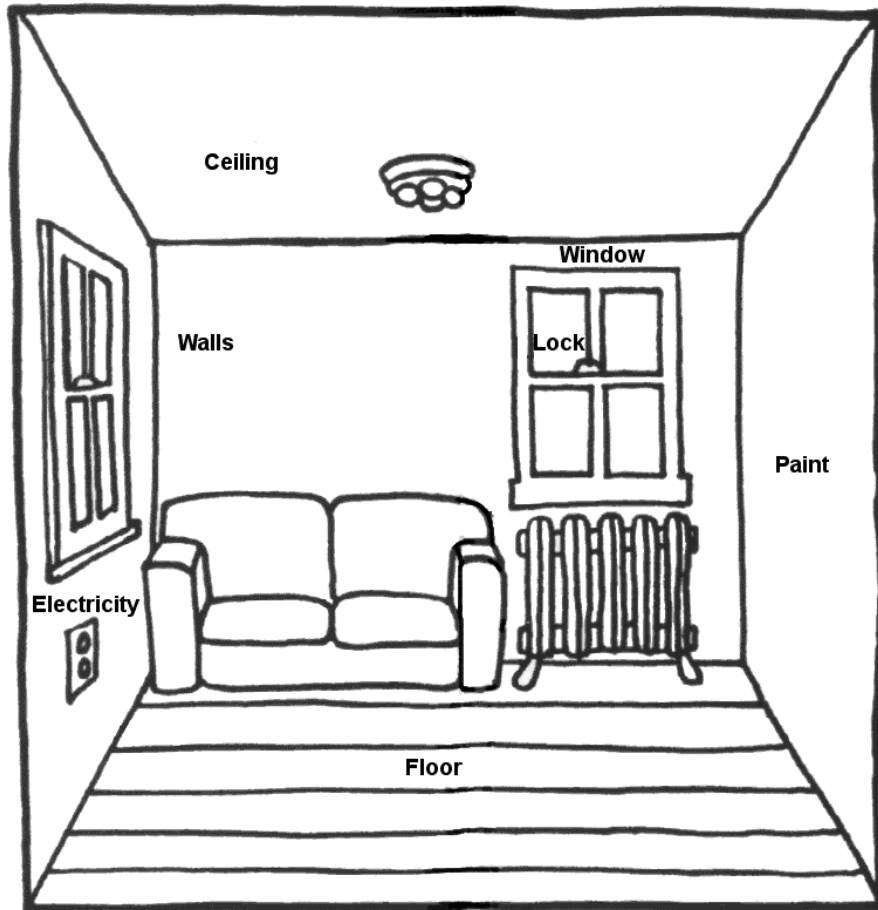
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

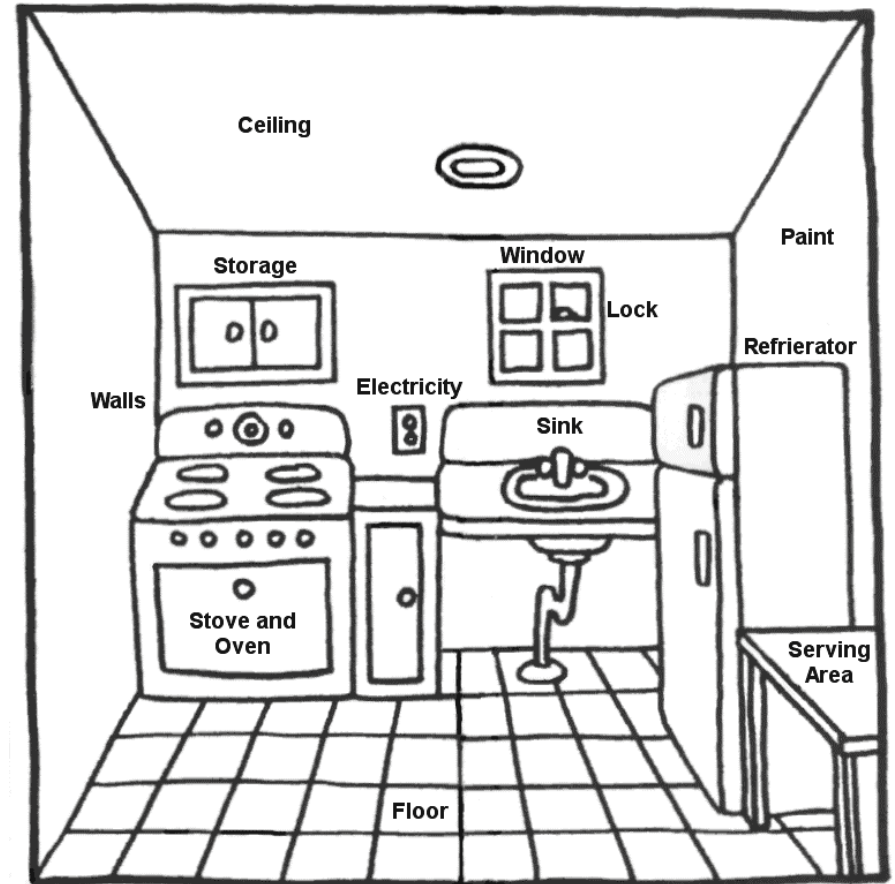
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have: Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

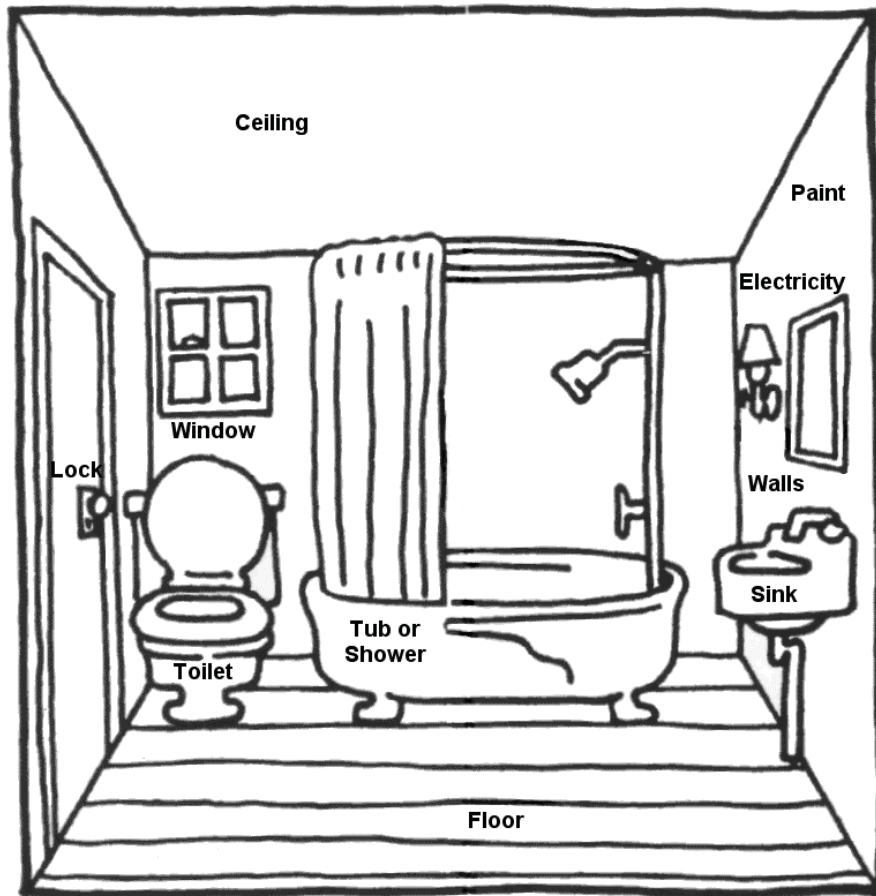
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have: Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

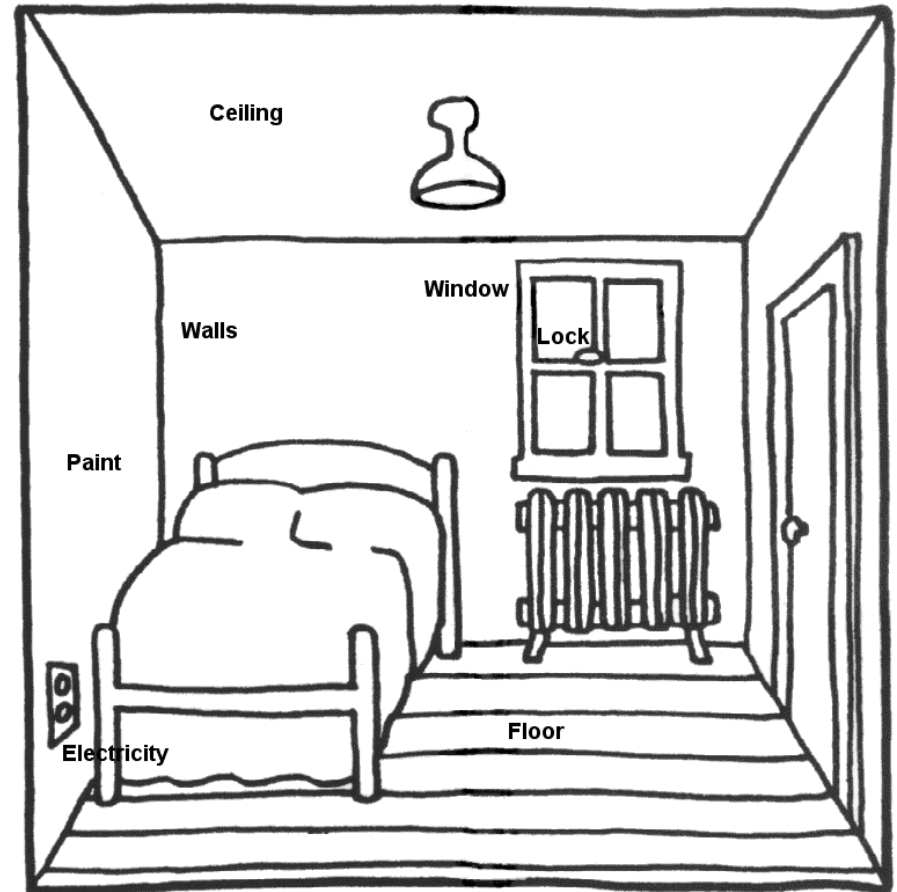
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have: Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

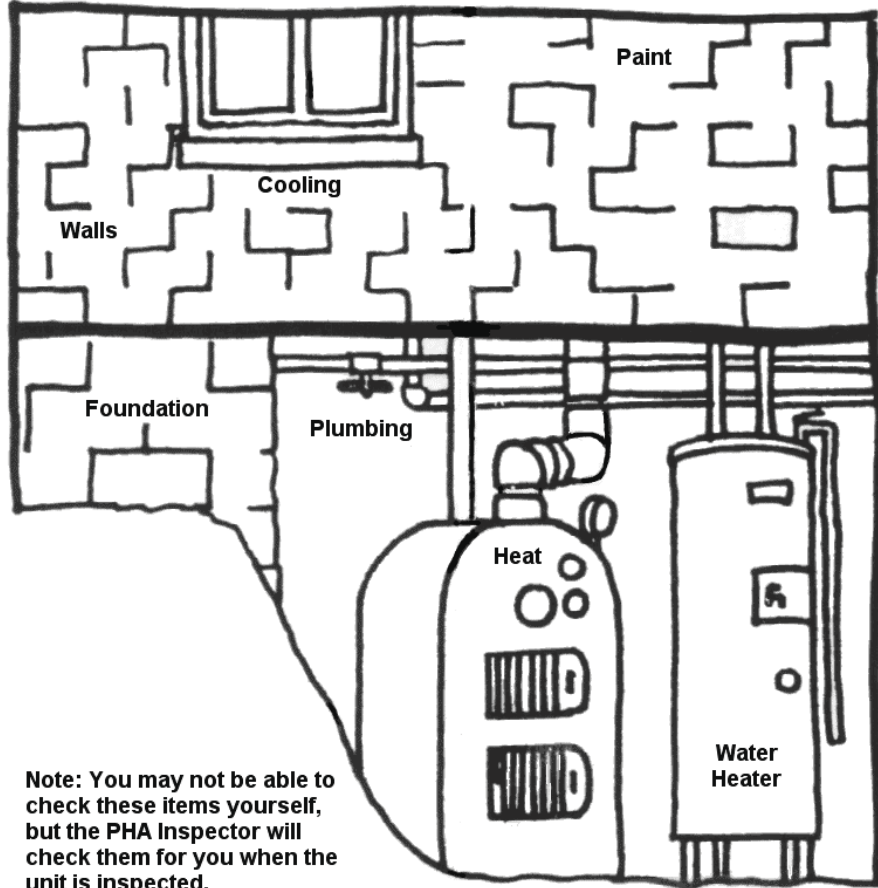
Heat

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

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

You should also think about:

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



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

6. Health and Safety

The Building and Site must have: Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

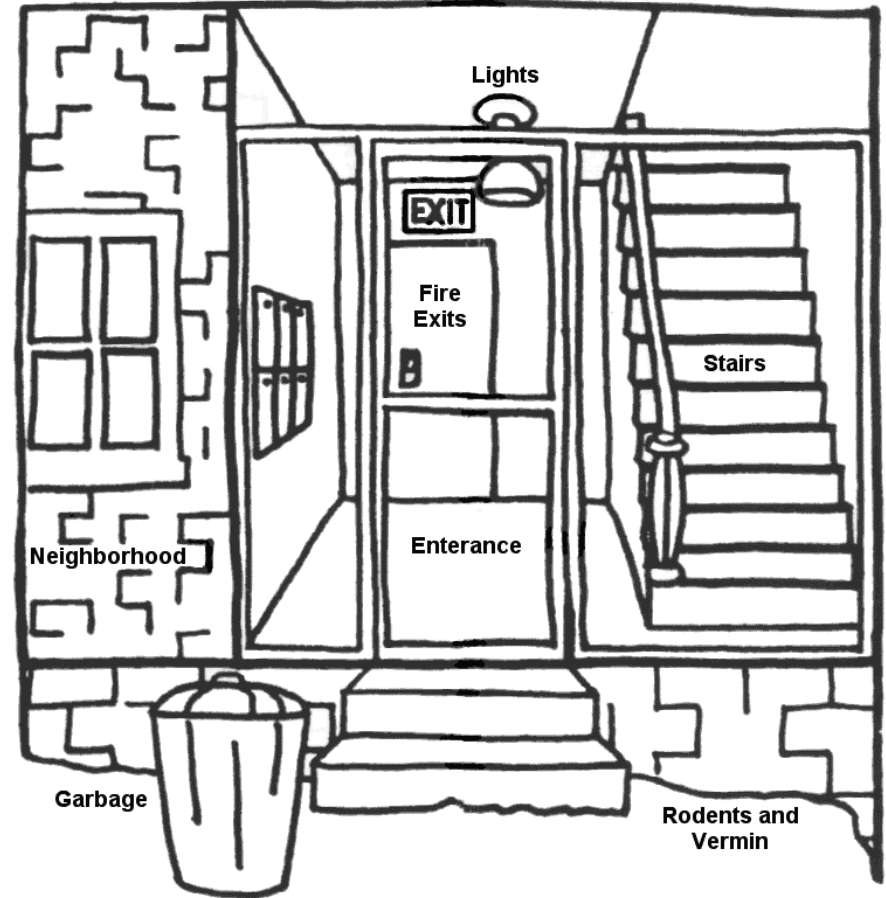
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family. You know that these standards apply in six areas of a house or apartment.

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT OFFICE
OF PUBLIC AND INDIAN HOUSING

*Notification - Watch Out for Lead Based Paint
Poisoning*

If your dwelling unit was constructed before 1978, there is a possibility that most of the paint in the unit contains lead-based paint.

PLEASE READ THE FOLLOWING INFORMATION
CONCERNING LEAD-BASED PAINT POISONING

Sources of Lead-Based Paint. The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers (under-coats of paint) may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children could eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children could also swallow lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they could get these particles on their hands, put their hands into their mouths and swallow a dangerous amount of lead.

Symptoms of Lead-Based Paint Poisoning. Has your child been especially cranky? Is he or she eating normally? Does your child have stomach aches or is he or she vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times there are no signs or symptoms at all. Lead poisoning can eventually cause mental retardation, blindness and even death.

Advisability and Availability of Blood Lead Level Screening. Many buildings built prior to 1978 contain high levels of lead in the paint. If you live in a building that was built before 1978, you should take your child to the doctor or clinic for blood lead level testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible.

Inform other family members and baby-sitters of the dangers of lead poisoning. You can safeguard your child from lead poisoning by preventing him or her from eating paint that may contain lead.

PHA Responsibilities. Your housing agency is required to have the owner remove flaking, peeling, cracking, chipping paint from your unit when it is found during unit inspections and at unit turnover. The housing agency is also required to have the owner to remove flaking, peeling paint as soon as possible after you notify them of the condition.

When the tenant notifies the housing agency that their child has a confirmed elevated blood lead level, the housing agency is required to test the unit for lead-based paint hazards. The housing agency is also required to have the owner remove all of the lead-based paint hazards found in the unit within 30 calendar days after positive testing. The housing agency may choose to transfer or assign the family to (a) a previously tested unit which was found to be free of lead-based paint hazards, or (b) a unit where lead-based paint hazards have been removed, or (c) a unit which was built after 1978.

Tenant Responsibilities. (1) Notify PHA of Elevated Blood Lead Levels - You are advised to contact your doctor or local clinic to have your children under 7 years of age tested for an elevated blood lead level. If your child is identified as having an elevated blood level, you should notify the housing agency immediately of the condition so that it may take the necessary steps to test your unit for lead-based paint hazards and have the owner remove

those hazards where they are found. (2) Notify PHA of Defective Paint - Young children sometimes put paint chips in their mouths, or suck their fingers after playing on the floor where paint chips may get on their hands. If the unit in which you live has flaking, cracking, chipping, loose or peeling paint you should notify the owner immediately. The owner is responsible for removing flaking, cracking, chipping, loose and peeling paint from your unit. However, if the owner is unable to remove the defective paint from your unit immediately, then there are some things you can do to protect your child:

- (i) Cover all furniture and appliances;
- (ii) Get a broom or stiff brush and remove the loose pieces of paint from walls, woodwork, window wells and ceilings. Try to avoid making a lot of dust as you clean up the paint;
- (iii) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM;**
- (iv) Do not leave paint chips on the floor or in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (v) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the wall and put it in their mouths.

Tenant Maintenance and Treatment of Defective Lead-Based Paint Hazards. If you are a tenant in the Section 8 Housing Choice Voucher Program, you should take the necessary steps to keep your unit in good shape. Water leaks from faulty plumbing,

defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your unit. These conditions can damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be cleaned by scraping or brushing the loose paint from the surface, wet scrubbing the area with a strong detergent (high phosphate type if permitted by state or local laws), and then repaint with two (2) coats of nonleaded paint. Instead of scraping and repainting, the surface may be covered with other material such as gypsum wallboard, or painting. These coverings are intended to be permanent barriers that will prevent any future access to lead-based paint hazards.

Beware that when lead-based paint is removed by scraping or sanding, dust is created, which may be hazardous. The dust can enter the body by either breathing or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. The removal of lead based paint should take place when there are no children or pregnant women on the premises.

SIMPLY WASHING AND PAINTING OVER DEFECTIVE LEAD-BASED PAINT SURFACES DOES NOT ELIMINATE THE HAZARD. REMEMBER THAT YOU PLAY A MAJOR ROLE IN THE PREVENTION OF LEAD POISONING. YOUR ACTIONS AND AWARENESS ABOUT THE LEAD PROBLEM CAN MAKE A BIG DIFFERENCE.



Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

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

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

- t Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- t Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- t Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must **if undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**
 - t Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

a specific warning statement about lead-based paint.



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

- t At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- t Children's growing bodies absorb more lead.
- t Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

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

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



Health Effects of Lead

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

In children, exposure to lead can cause:

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

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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

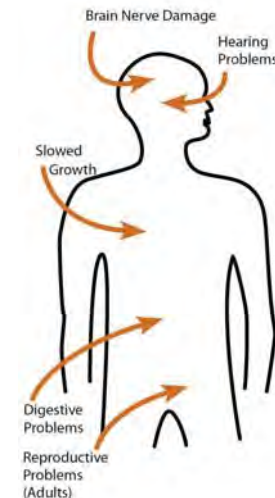
Get your children and home tested if you think your home has lead.

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

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

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

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



Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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

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

Checking Your Home for Lead, continued

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

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

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



³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

- t If you rent, notify your landlord of peeling or chipping paint.
- t Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- t Carefully clean up paint chips immediately without creating dust.
- t Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- t Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- t Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- t Keep children from chewing window sills or other painted surfaces, or eating soil.
- t When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe Certified renovation firms (see page 12).
- t Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- t Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

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

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

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

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

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

Reducing Lead Hazards, continued

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

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

- t Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- t Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- t Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

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

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

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

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- t **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - t Use only cold water for drinking and cooking.
 - t Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- t **Lead smelters** or other industries that release lead into the air.
 - t **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
 - t **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
 - t Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
 - t Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
 - t Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912 (888) 372-7341

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

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW Atlanta, GA 30303
(404) 562-8998

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

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733 (214) 665-2704

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421

1-800-638-2772

cpsc.gov or saferproducts.gov

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

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

HUD

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000 (202) 402-7698 hud.gov/offices/lead/

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IMPORTANT!

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

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

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

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS). HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow-up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. ***Remember, you may receive rental assistance at only one home!***

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me? Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: *If you or any of your adult household members refuse to sign a consent form your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.*

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home **prior** to them moving in.

What are the penalties for providing false information? Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided your assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute **and** request correction of the disputed employment and/or wage information. Provide your PHA

with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute, **and** request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification - The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

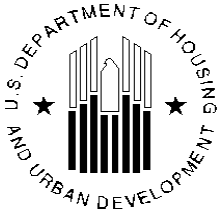
Identity Theft - Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/pih/ijpliv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)



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

Debts Owed To Public Housing Agencies and Terminations

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

Public Housing (24 CFR 960)

Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982) Section 8

Moderate Rehabilitation (24 CFR 882)

Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

Fair Housing

What is Prohibited?

According to the Federal Fair Housing Amendments Act of 1988, no one may discriminate in the sale or rental of housing because of race or color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under the age of 18), or disability.

The following are examples of discrimination if based on the above criteria:

- Refusing to rent or sell housing,
- Refusing to negotiate for housing,
- Making housing unavailable,
- Denying a dwelling,
- Providing different housing services or facilities,
- Setting different terms, conditions, or privileges,
For sale or rental of a dwelling,
- Falsely denying that housing is available for Inspection, sale, or rental,
- For profit, persuading owners to sell or rent (blockbusting), or
- Denying anyone access to or membership in a Facility or service related to the sale or rental of housing.

The Act exempts owner-occupied buildings with no more than four (4) units, single-family housing sold without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

Disabled is defined as having a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation) that substantially limits one or more major life activities. It also includes those who have a record of such a disability and those who are regarded as having such a disability. A landlord may not refuse to let a disabled tenant make reasonable modifications to the dwelling or common use areas at their own expense. A landlord may, however, require the property be restored to its original condition by the tenant upon move-out. **Housing may be denied to a person who is a direct threat to the health or safety to others or who currently uses illegal drugs. If you have any questions, please call the MDHA Fair Housing Hotline at 615-252-6700.**



Title VI of the Civil Rights Act of 1964

WHAT IS TITLE VI?

It is the policy of the Metropolitan Development and Housing Agency to comply with Title VI laws which state “No person in the United States shall, on the grounds of Race, Color, or National Origin be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance” (Attorney General of the United States, 1964).

Title VI covers all forms of federal aid except those federally funded contracts of insurance and guaranty. It does not cover employment, except where employment practices result in discrimination against program beneficiaries or where the purpose of federal assistance is to provide employment. Nor does it apply to discrimination based on age, sex, geographical locale or wealth.

DEFINITION OF DISCRIMINATION

There are many forms of discrimination based on race, color, or national origin that can limit the opportunity of recipients to gain equal access to services and programs. In the operation of a federally assisted program, MDHA will not, on the basis of race, color, or national origin, either directly or indirectly or through contractual means:

- Deny program services, aid or benefit;
- Provide a different service, aid or benefit or provide them in a manner different than they are provided to others; or
- Segregate or separately treat individuals in any manner related to the receipt of any service, aid or benefit.
- Individuals who contract with or partner with MDHA in programs or services do so with the understanding that these policies and procedures will be adhered to.

LIMITED ENGLISH PROFICIENCY

Any person who do not speak English as their primary language and have limited ability to read, write, speak or understand English may request assistance in interpretation or translation in order to fully participate in MDHA programs or services.

MDHA has contracted with trained interpreters to provide interpretation and translation services on-site and over the telephone.

MDHA will not deny services to any person due to language interpretation or translation. Translation and interpretation services will be provided at no cost to the person with LEP.

FILING A COMPLAINT

If an individual believes he/she has been subjected to discrimination in violation of their civil rights he/she may file a complaint with the Title VI coordinator or a Department Director of MDHA. The complaint should be filed within 180 days of the date of the alleged discrimination.

Upon receipt of the complaint the Title VI Coordinator will initiate an investigation to determine the facts surrounding the complaint and determine the appropriate method of investigation.

MDHA does not retaliate against any person because he or she reported an unlawful policy or practice, or made good faith charges, testified, or participated in any complaint action under Title VI. If you believe that you have been retaliated against, you should immediately contact the federal agency with authority to investigate your complaint or contact the MDHA Title VI Coordinator

OUTCOME OF COMPLAINT

Once a complaint is filed, it will be reviewed to determine whether a violation has occurred along with appropriate remedies if necessary. If negotiations to correct a violation are unsuccessful, enforcement proceedings may be instituted.

Any employee who, after appropriate investigation, has been found to have discriminated against anyone in the performance of his or her duty, on the basis of race, color, or national origin, will be subjected to disciplinary action, which may include discharge.

MDHA Title VI Coordinator

Pat Thicklin

252-8555

Reasonable Accommodation and Reasonable Modification

Notice to Applicants and Participants With Disabilities Regarding

Policy Statement

The Metropolitan Development and Housing Agency does not discriminate in programs or services against any person on basis of their race, color, religion, sex, national origin, marital or familial status, disability, age, or other legally protected status.

Under applicable laws, MDHA provides reasonable accommodation or modification to applicants/residents/tenants if they or any household member(s) have a disability or handicap and if the reasonable accommodation or modification is necessary to provide an equal opportunity to use and enjoy the housing programs/service.

Reasonable Accommodation

A reasonable accommodation/modification is a change MDHA can make to its buildings or procedures that will assist an otherwise eligible applicant/resident/tenant with a disability/handicap to take advantage of MDHA's programs and services, provided that the change does not pose an undue financial or administrative burden to MDHA or require a fundamental change in its program.

Examples of reasonable accommodations/modifications may include:

- Providing an appropriate auxiliary aid to the public where assistance is necessary for communication
- Installing raised numbers on the mailbox and in the elevator for a vision-impaired resident.
- Providing a mobility-impaired resident with a handicapped parking space near his/her unit, although normally the MDHA parking place is "first come, first served".

- Permitting a third party representative to assist a disabled resident at MDHA conferences or meetings.
- Providing assistive devices in kitchens, bathrooms and entrance for accessibility.

A resident household that has a member with a disability/handicap must still be able to satisfy essential obligation of tenancy – they must be able to pay rent, to care for their apartment, to report required information to the housing authority, to avoid disturbing their neighbors, etc. This requirement takes into consideration whether any request for reasonable accommodation would permit the resident to satisfy essential tenancy obligations.

If you or a member of your household have a disability or handicap and think you might need or want a reasonable accommodation or modification, you may request it in writing at any time during your participation. This is up to you.

Please consult with your assigned Section 8 Specialist for information. If you would prefer not to discuss your situation with the MDHA, that is your right.

You can get a Request for Reasonable Accommodation form at the Section 8 Office. If you require help in filling out that form or need to submit your request in some other way, you should contact your assigned Section 8 Specialist.

If you have any questions or problems regarding your request for a reasonable accommodation or modification, you should contact:

Norman Deep
Director of Rental Assistance
(615) 252-6500

Shukiesha Thompson
Assistant Director of Rental Assistance
(615) 252-6500

Pat Thicklin
Section 504 Coordinator
701 South Sixth St.
Nashville, TN 37206
(615) 252-8555



Violence Against Women Act (VAWA)

Congress reauthorized the Violence Against Women Act (VAWA) in January 2006. On March 7, 2013, the President signed into law the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 expands the number of HUD programs covered, adds reference to sexual assault and replaces the term “immediate family member” with “affiliated individual”. The law is directed at reducing domestic abuse and creating new protections for victims of domestic violence, dating violence, sexual assault and stalking. The law requires that applicants and participants under the Housing Choice Voucher Program be notified of their rights and responsibilities under VAWA.

The law prohibits the denial, eviction, or removal of assistance from certain persons applying for or receiving assistance under a Section 8 housing program, if the grounds for such action are an instance of domestic violence, dating violence, sexual assault, or stalking. The law provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and shall not be “good cause” for terminating the assistance, tenancy or occupancy rights of a victim of abuse. Additionally, tenancy, assistance or occupancy rights will not be terminated as a result of criminal activity, if that criminal activity is directly related to abuse engaged in by a member of the household, a guest or another person under the tenant’s control if the tenant or an affiliated member of the tenant’s family is the victim or threatened victim of that abuse.

The law contains a provision that allows the landlord to terminate the tenancy of and evict a tenant, and MDHA to terminate assistance to a Section 8 program participant who engages in criminal acts of physical violence against family members or others. This action may be taken against the individual alone without evicting or terminating the tenancy of the victim of such violence and other household members. However, the victim may be subject to termination of tenancy and/or assistance if there is an actual and immediate threat of harm to others or for other lease violations not based on domestic abuse.

A family on the Housing Choice Voucher Program may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence and believes he or she would be harmed if he/she remained in the assisted dwelling unit.

Tenants who report to MDHA or to their landlord that they are a victim of domestic abuse must certify within 14 business days they are a victim of abuse and the incidences of abuse are bona fide by completing HUD form 50066 (available upon request) or by providing other acceptable documentation. Without the certification, the assistance may be terminated. All information provided to MDHA or the landlord is to remain confidential, and the information will not be disclosed except as the law permits.

If an applicant or participant believes they have been denied or terminated for reasons related to them or an affiliated family member being a victim of actual or threatened domestic abuse, or is facing lease violations for an actual or threatened domestic abuse incident, they should contact their Section 8 Specialist for more information on their rights under VAWA.

Metropolitan Development and Housing Agency



Voucher Extension Request Form

All requests for an extension must be made on this form **before** your voucher expires.

NAME: _____ SSN: _____

ADDRESS: _____ DATE: _____

PHONE #: _____

I am requesting an extension on my Voucher that expires on _____. I have contacted the following landlords but have not been able to find a suitable unit.

NAME	PHONE NUMBER	RESULT
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

(If more than four contacts, use back of form)

Have you submitted a Request for Tenancy Approval? Yes _____ No _____
Do you have an inspection pending at this time? Yes _____ No _____

If you have not contacted any landlords, state the reason(s) why you have not and why you think an extension will allow you to rent a unit.

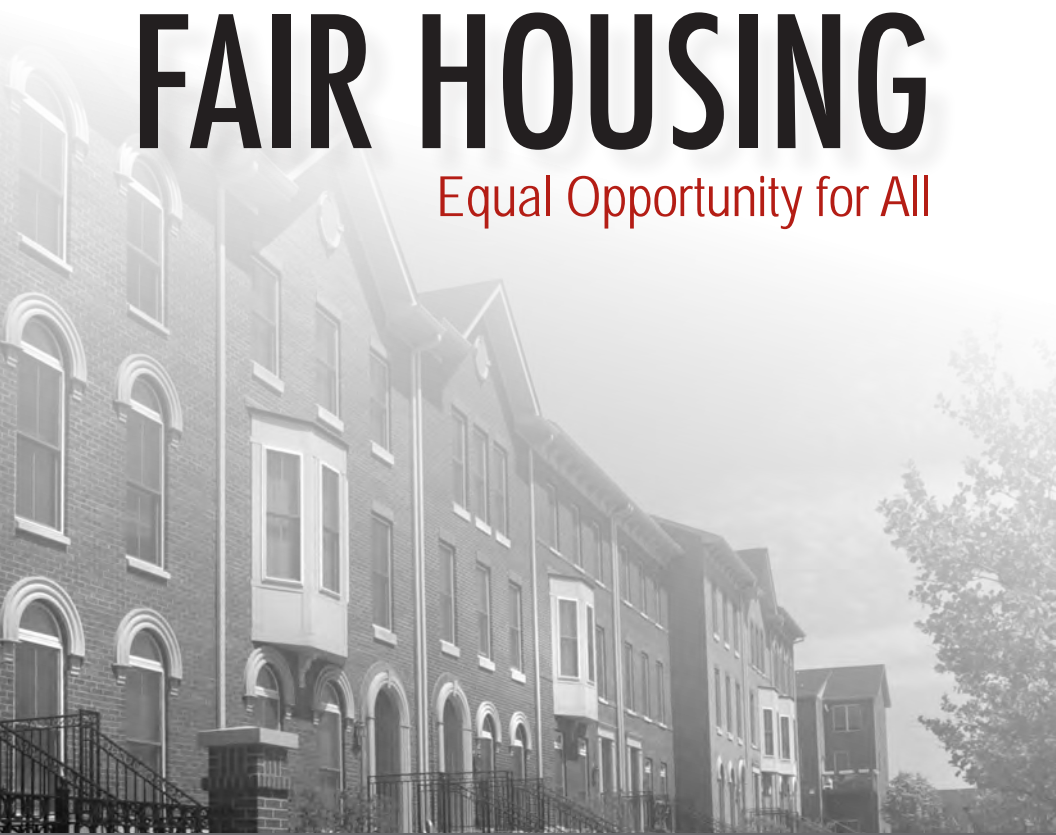
I certify all the information stated above is true and correct. I understand that inaccurate or incomplete information is grounds for MDHA to deny my request for an extension.

Signed: _____ Date: _____



FAIR HOUSING

Equal Opportunity for All



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



Please visit our website: www.hud.gov/fairhousing



FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation’s federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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FAIR HOUSING Equal Opportunity for All

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

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

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:

DENVER REGIONAL OFFICE

(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

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

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are “substantially equivalent” to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the “substantially equivalent” State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD’s referral, or HUD may retrieve (“reactivate”) the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD’s investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD’s intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.



Notes

FAIR HOUSING Equal Opportunity for All



Notes

FAIR HOUSING Equal Opportunity for All



Notes

FAIR HOUSING Equal Opportunity for All

For Further Information

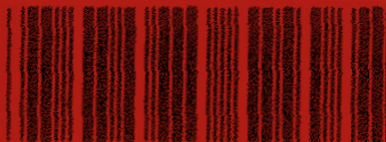
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



02305



*Stop Talking About
It—and Be About It!*

Make a better life for you and your family. Find out your potential and

PUT IT INTO ACTION!



CALL US TODAY!

Enroll in the FSS Program

FOR MORE INFORMATION PLEASE CONTACT:

MONTRICE BROWN-MILLER
FAMILY SELF-SUFFICIENCY COORINDATOR
620 DEW STREET
NASHVILLE, TN 37206
(615) 252-6603; Fax: (615) 248-2595
E-mail: mmiller@nashville-mdha.org

LINDA DOWELL,
FAMILY SELF-SUFFICIENCY COORDINATOR
620 DEW STREET
NASHVILLE, TN 37206
(615) 252-6514; Fax (615) 248-2593
E-mail: ldowell@nashville-mdha.org

**Metropolitan Development
&
Housing Agency**

**SECTION 8
FAMILY
SELF-SUFFICIENCY
PROGRAM
(FSS)**



**Metropolitan Development
&
Housing Agency**



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Success



*Open the Door
To
A World of Opportunity*



The Family Self-Sufficiency (FSS) Program



The FSS Program is a voluntary program established by HUD, to promote employment and economic growth for Housing Choice Voucher (HCV) participants.

Purpose of the FSS Program

The FSS program provides a unique opportunity. It is designed for



participants to receive services and resources to obtain a higher paying job that will enable them to become self-sufficient and independent of government (welfare) assistance.

CONTRACT OF PARTICIPATION

Each participant has to commit to a five-year plan. The Contract of



Participation will specify their employment and personal goals on achieving self-sufficiency.

FSS COORDINATOR

The FSS Coordinator will assist participants with developing their individualized goals and plan to succeed. The Coordinator further supports the participants by linking them with available services and resources. Services provided include personal and family counseling, life skills, money management, job training, advancement of education, employment and homeownership opportunities.

THE ESCROW ACCOUNT

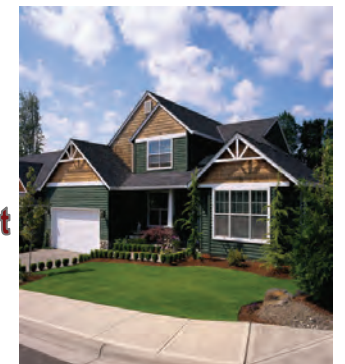
The escrow account is a financial and an asset building opportunity for FSS participants and their family. The contributions to this account are based on increases in the participant's employment income.



A participant may be awarded their accrued escrow funds upon successfully becoming self-sufficient within the guidelines of their **“Contract of Participation.”**

*Many former participants have used their escrow funds to purchase their first home.

**Dreams do
come true-
But they start
With YOU!**



Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by	
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Other (specify)			
			Provided by
Refrigerator			
Range/Microwave			

12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

- b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

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

Metropolitan Development and Housing Agency

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Section 8 Program Applicants and Participants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **MDHA's tenant-based or project-based Section 8 programs and the Section 8 Moderate Rehabilitation SRO program** are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **MDHA's tenant-based or project-based Section 8 programs and the Section 8 Moderate Rehabilitation SRO program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **MDHA's tenant-based or project-based Section 8 programs and the Section 8 Moderate Rehabilitation SRO program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **MDHA's tenant-based or project-based Section 8 programs and the Section 8 Moderate Rehabilitation SRO program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

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

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

Removing the Abuser or Perpetrator from the Household

MDHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If MDHA chooses to remove the abuser or perpetrator, MDHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, MDHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, MDHA must follow Federal, State, and local eviction procedures. In order to divide a lease, MDHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

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

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

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

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

OR

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

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

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

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

MDHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from MDHA must be in writing, and MDHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. MDHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

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

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

If you fail or refuse to provide one of these documents within the 14 business days, MDHA does not have to provide you with the protections contained in this notice.

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

Confidentiality

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

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

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

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

VAWA does not limit MDHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

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

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if MDHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

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

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

Other Laws

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

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the local HUD Field Office at 235 Cumberland Bend Dr. Ste. 200; Nashville, TN 37228; 615-736-5213.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>. Additionally, MDHA must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact **MDHA Rental Assistance at 615-252-6500 or section8@nashville-mdha.org**.

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

[Bridges Domestic Violence Center](#)

P.O. Box 1592

Franklin

Tennessee

37065

615-599-5777

www.bridgesdvc.org

[The Mary Parrish Center](#)

P.O. Box 60009

Nashville

Tennessee

37206

615-256-5959

www.maryparrish.org

[Morning Star Sanctuary](#)

P.O. Box 568

Madison

Tennessee

37116

615-860-0003

www.morningstarsanctuary.org

[YWCA Domestic Violence Shelter](#)

1608 Woodmont Blvd.

Nashville

Tennessee

37215

615-242-1199

www.ywcanashville.com

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

For help regarding sexual assault, you may contact:

Tennessee Coalition to End Domestic & Sexual Violence

2 International Plaza Dr. Suite 425

Nashville, TN 37217

615-386-9406 and 1-800-289-9048

<http://www.tncoalition.org/resources>.

Victims of stalking seeking help may contact the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Certification form HUD-5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: _____

2. Name of victim: _____

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

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

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

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Property Name	Property Address	Property City	Property Zip	Phone Number
333 Apartments	333 So Gallatin Road	Madison	37115	615-865-4733
Argyle Ave Senior Apartments	755 East Argyle Ave	Nashville	37203	615-383-4993
Autumn Wood Terrace Apartments	1316 Tulip Grove Rd	Hermitage	37076	615-232-2551
Bellwood Park Apartments	100 Pennington Ave	Nashville	37206	615-228-3456
Biltmore Place Apartments	830 Glastonbury Rd	Nashville	37219	1-866-403-0050
Burning Tree Apartments	345 Burning Tree Dr	Hermitage	37076	615-883-5884
Charter Village Apartments	333 Rio Vista Dr	Madison	37115	615-868-5388
Cobblestone Corners Apartments	501 Ben Allen Road	Nashville	37216	615-226-0090
Forest Bend Townhomes	501 Forest Park Road	Madison	37115	615-496-5123
Forest Park Apartments	6936 Highway 70 S	Nashville	37221	615-662-1135
Granstaff Apartments	2333 Rosa Parks Blvd	Nashville	37228	615-256-0330
Hallmark at Bellevue Apartments	5731 River Rd	Nashville	37209	615-354-8050
Hallmark at the Park Apartments	814 17th Ave No	Nashville	37203	615-329-0767
Hallmark Station Aprtments	3970 Clarksville Hwy	Nashville	37218	615-454-2662
Hamilton Creek Apartments	3140 Hamilton Church Rd	Antioch	37013	615-366-9447
Hampton Terrace Apartments	300 East Webster St	Madison	37115	615-865-5360
Hanover Ridge Apartments	2925 Baby Ruth Lane	Antioch	37013	615-731-0279
Hermitage Flats Apartments	5636 Old Hickory Blvd.	Hermitage	37076	615-885-0008
Hermitage Manor Apartments	1316 Tulip Grove Rd	Hermitage	37076	615-232-2551
Hickory Lake Apartments	3940 Apache Trail	Antioch	37013	615-331-0700
Hickory Manor Apartments	2900 Hamilton Church Rd	Antioch	37013	615-731-4210
Lakeside Apartments	3940 Bell Road	Hermitage	37076	615-874-3970
Lenore Garden Apartments	601 Crutcher St	Nashville	37206	615-256-3592
Marina Manor Apartments	414 Neill Ave	Nashville	37206	615-226-0374
Meadowcreek Apartments	919 So Dickerson Rd	Goodlettsville	37072	615-851-5792
Millennium Apartments	1714 Seifried St	Nashville	37208	615-726-2696
Mountain Brook Townhomes	520 Zermatt Ave	Nashville	37211	615-831-3333
Nashwood Park Apartments	1040 No Dupont Ave	Madison	37115	615-865-1933
Oakwood Flats Apts	2071 Oakwood Ave	Nashville	37207	615-598-5023
October Homes Apartments	606 No Dupont Ave	Madison	37115	615-865-3200
Paddock at Grandview Apartments	5515 Scruggs Lane	Nashville	37207	615-620-5850
Parkwood Villa Apartments	3258 Brick Church Pike	Nashville	37207	1-866-418-2838

This list only includes landlords who have asked to be listed. Other landlords participate and additional sources include newspaper ads and the TNHousingSearch.org website. Be cautious of ads on Craigslist and social media as sometimes these are scams.

Property Name	Property Address	Property City	Property Zip	Phone Number
Retreat at Dry Creek Apartments	100 Robert Cartwright Dr	Goodlettsville	37072	615-859-9850
River Retreat Apartments	600 Cheyenne Blvd	Madison	37115	1-866-349-7116
Riverchase Apartments	590 Joseph Ave	Nashville	37207	615-255-3444
Roberts Park Apartments	730 Lenore St	Nashville	37206	615-256-6732
Skyline Village Apartments	3225 Creekwood Dr	Nashville	37207	615-258-2202
Summerwind Apartments	344 Bell Road	Antioch	37013	615-361-3434
Swiss Ridge Apartments	455 Swiss Ave	Nashville	37211	615-833-8950
Terrace Park Apartments	3110 Elm Hill Pike	Nashville	37214	1-866-368-3422
The Park at Hillside Apartments	1501 Hillside Ave	Nashville	37203	615-244-7121
The Park at Richards Rd Apts	850 Richards Rd	Antioch	37013	615-834-3277
The Preserve at Metrocenter	468 Ponder Place	Nashville	37228	615-291-5606
Trevecca Towers	60 Lester Ave	Nashville	37210	615-244-6911
Village Apartments	2204 Buchanan St	Nashville	37208	615-730-0090
Village West Apartments	4404 Tennessee Ave	Nashville	37209	615-269-0404
Villas at Metrocenter	469 Ponder Place	Nashville	37228	615-255-5811
Weatherly Ridge Apartments	201 Kothe Way	Antioch	37013	615-360-2222
Whispering Oaks Apartments	100 Tanglewood Ct	Nashville	37211	1-866-476-4412
Willow Pointe Apartments	1200 Hickory Hollow Terrace	Antioch	37013	615-731-3030
Denton Properties	Various	Various	Various	615-228-6497
First Nashville Realty	Various	Various	Various	615-228-0685
Mid-South Properties	Various	Various	Various	615-399-0552
O'Neill Properties	Various	Various	Various	615-650-0008
Advantage Holdings	Various	Various	Various	615-426-6636
Urban Housing Solutions	Various	Various	Various	615-726-2696
Marvin Cook	Various	Various	Various	615-568-8836

This list only includes landlords who have asked to be listed. Other landlords participate and additional sources include newspaper ads and the TNHousingSearch.org website. Be cautious of ads on Craigslist and social media as sometimes these are scams.