Kentucky Housing Corporation

Investing in quality housing solutions.

Section 8
Housing Choice Voucher Program

Participant

Program Orientation and Leasing Documents

KENTUCKY HOUSING CORPORATION
BRIEFING SUMMARY
HOUSING CHOICE VOUCHER

The purpose of the briefing is to acquaint you with information about your rental assistance that you need to know to participate successfully in the program. Your housing representative will review this form with you and have you sign and date a signature page. Please refer to it when you are unsure of how to proceed as a participant.

Introduction

Kentucky Housing Corporation will subsidize your rent and utilities based upon your income and household composition. We will pay rent directly to a private landlord on your behalf. You may also pay a portion of rent. You must find a unit to lease under this program. It can be a house, an apartment, duplex or mobile home. Kentucky Housing is not your landlord. You will sign a lease with a private landlord. It is voluntary for a landlord to participate in the program. We encourage you to ask new landlords to participate.

1. Please review your voucher for the following information:

- Check the voucher bedroom size. This is the size unit on which your subsidy is based. However, you can rent a different size unit. The gross rent (contract rent **plus** tenant-paid utilities) of the unit you choose to rent must not exceed the payment standard (see voucher).
- Subsidy estimated (see voucher). This is the estimated amount of subsidy Kentucky Housing will pay.
- You will pay a maximum total tenant payment (TTP) (see voucher) = no more than 40 percent of your monthly adjusted income towards rent and utilities.
- The estimated subsidy plus maximum TTP is the most your unit can cost for rent and utilities (see gross rent on voucher).
- Minimum TTP = 10 percent of your monthly unadjusted income or $25 is the minimum amount you must pay.
- Effective/Expiration date. You must find a unit prior to the expiration date.
- Contract rent **PLUS** tenant-paid utilities (using utility schedule enclosed in your packet) **EQUALS** gross rent.

2. What to consider when deciding on a unit to lease:

- **Notice to families with children under age six:** Kentucky Housing strongly encourages you to find housing built after 1978 or that is known to be painted with lead-free paint. Kentucky Housing will review a pamphlet, "Protect Your Family From Lead in Your Home" with you.
- Condition of the unit. Find a good place to live; the unit must pass a Housing Quality Standards (HQS) inspection (See "A Good Place To Live" booklet enclosed).
- Look in areas that have decent, safe and sanitary housing, not just low-income areas of town.
- How reasonable is the rent compared to other similar housing in the area? A landlord may not charge you more rent than other tenants just because you have rental assistance.
- Review the cost of tenant-paid utilities and how energy efficient the unit is.
- Consider the location of the unit in relation to schools, jobs, etc.
- Make sure you can afford the unit. Consider the amount of rent and utilities you will be responsible for paying each month.

3. Do your best to be a good tenant. New federal regulations may cause your assistance to be terminated if you neglect to do the things mentioned below. Some of the things you can do are:

- Comply with your lease provisions.
- Pay your portion of rent on time.
- Take care of the unit and keep it clean.
- Don't disturb your neighbors.
- Do not move in violation of your lease (you will lose your rental assistance).

It is important to have a good reputation as a tenant so landlords will want to rent to you. Good tenants are able to obtain and keep better housing. Tenants who do not do these things may get evicted and lose their rental assistance. Kentucky Housing will provide information to your prospective landlords about your previous address and names of previous landlords. However, it is the responsibility of the landlord to screen you as a tenant.

4. Kentucky Housing subsidy standards used to determine your voucher size are enclosed in your packet for your information.

5. The head-of-household on rental assistance simply refers to the person who conducts all business with Kentucky Housing and whose name the assistance is in. Please be consistent with who is listed as head-of-household when completing documents for rental assistance purposes.

6. Your voucher allows you to move anywhere in Kentucky or the United States and take your rental assistance with you, if you wish. Kentucky Housing prohibits more than one move during any 12-month period. If you wish to use portability, you must inform your housing representative first and complete a portability request form. Your housing representative will review your file to determine if you will be issued a voucher to move. If you are approved to move to another area, you may transfer to a new Housing Agency (HA) that has different payment standards and policies. You must follow the new policies as directed by the new HA. **However, if you are in a special program such as Family Self-Sufficiency or Shelter Plus Care, your portability is limited. Your housing representative will explain these limits. You may not have the option of moving to another area.** In the event that KHC must deny, due to insufficient funding, a participant's request to exercise portability to a "higher cost area," KHC advises the requesting participant to contact KHC monthly to inquire if funding is available. KHC will not issue vouchers to waiting list applicants prior to processing outgoing portability requests which have been denied.

7. <u>Steps to Lease-up</u>
   A. Assure the landlord will rent to you under Section 8.
   B. Make sure you want to live there for at least one year.
   C. Make sure you can afford the rent based upon your maximum TTP (see voucher). Your housing representative will discuss unit size flexibility (smaller/larger).
   D. Make sure the unit will pass the HQS inspection. Assistance does not begin until the unit passes inspection.
   E. You and the landlord must complete the following forms and give them to the housing representative. If you need assistance with the forms, you may ask the housing representative for help.
      1. Complete the Request for Tenancy Approval (tenant/landlord sign). Be sure you understand what utilities you pay for and which are included in the rent.
      2. You and your landlord must fill out a lease. If your landlord does not have a lease, you may use the lease provided in your packet, **but not both**. The lease addendum in your packet must always be used. Instructions are provided on how to complete them. Please read them beforehand.
      3. The landlord should fill out the Housing Assistance Payments (HAP) Contract. Instructions are provided.
      4. The landlord should complete the form W-9. Instructions are attached to this form as well.
      5. **Pay the landlord a security deposit. The amount is set by the landlord and should be comparable to the amount for other tenants.**
      6. Contact your housing representative, provide the completed forms and request an inspection of the unit.

   F. You may wish to complete a landlord/tenant joint move-in inspection form. This will help avoid disagreements as to the condition of the unit when you move out at a later date. This same form should be used when you move out. This form is for you to keep.

   G. **Remember, if you move into a unit prior to passing inspection, you are responsible for the full amount of rent.**

8. <u>HQS Inspection</u>
   A. The day your unit passes inspection is the day your lease and subsidy begin. If you are not already in the unit, you should move in immediately.
   B. If your unit fails inspection, ask the landlord to make repairs quickly <u>or</u> look for another unit. If the landlord makes repairs quickly, call your housing representative and request a re-inspection.
   C. Review "A Good Place To Live" and the enclosed listing of "Common Reasons Units Fail."
   D. If you need an extension on your voucher, please ask your housing representative. If you look for another unit, you must obtain new leasing documents from the housing representative.
   E. All units must meet rent comparability tests before being approved for this program.

9. Your housing representative will review the Lead-Based Paint form and have you sign and date a signature page.

10. Your initial lease term is determined by your lease. Please read your lease before signing it. When you wish to move, a lease cancellation form is in your packet for your use. **If you move without prior notice to Kentucky Housing, you will lose your rental assistance.** If you move in violation of your lease without the landlord's approval, you will also lose your rental assistance. If you receive an eviction notice from your landlord, you must provide a copy to the housing representative. For a landlord to legally evict you, they must take you to eviction court. If you move from your unit without a formal written eviction notice from your landlord, it may cause you to lose your rental assistance.

11. Annual Recertification
All participating families must recertify family composition and income annually. We will send a notice of when to begin this process. All units must be annually inspected.

12. Appointment Policy
When an appointment is scheduled, you must attend unless you call at least one day in advance and request a reschedule. If you simply miss an appointment, you will be referred for termination of assistance. Please mark your calendar. We appreciate your cooperation.

13. If you will be away from your unit for more than 30 days, you must contact your housing representative and provide an explanation. Kentucky Housing will not assist families who do not occupy the unit on a full-time basis.

14. Your unit must be safe, decent and sanitary at all times. You must report any problems in your unit to your landlord quickly. If your landlord does not respond, send a letter to the landlord and a copy to your housing representative. If the landlord still does not respond, call your housing representative and ask for a complaint inspection. Your utilities must be connected at all times. If you allow tenant-paid utilities to be disconnected, you could lose your rental assistance.

15. Your voucher is valid for 60 days. If you are having trouble finding a unit, please call your housing representative prior to the expiration date on your voucher and request an extension. You must find a unit prior to the expiration date or your voucher will expire, and you will lose your assistance. Your extension will be given to you in writing. Keep in touch with your housing representative when looking for a unit.

16. **You must report any changes in your household income or composition to your housing representative within ten days of the change.** Your housing representative will ask for verification and process an interim change for you. A review of your household income will also be conducted at this time.

17. You must obtain approval from your landlord and Kentucky Housing to add a new member to your household.

18. Your rent portion is determined by Kentucky Housing. Do not pay more in rent than we tell you in writing. You will pay your rent directly to the landlord. You will pay any utilities you are responsible for to the utility company.

19. Your housing representative will discuss fair housing with you and provide you with a brochure and complaint form. Both are in your packet. Your housing representative will also provide you with the telephone number of the Kentucky Commission on Human Rights. You may call them if you feel you are being discriminated against in obtaining housing.

20. Your family obligations are listed below. Your housing representative will review them with you. You must abide by the obligations or you will jeopardize your housing assistance (please refer to your voucher also).

    A. The family must:
        1. Supply any information that Kentucky Housing or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled re-examination or interim re-examination 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 Kentucky Housing to verify that the family is living in the unit or information related to family absence from the unit.
        4. Promptly notify Kentucky Housing in writing when the family is away from the unit for an extended period of time in accordance with Kentucky Housing policies.
        5. Allow Kentucky Housing to inspect the unit at reasonable times and after reasonable notice.

6. Notify Kentucky Housing and the landlord 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 Kentucky Housing in writing of the birth, adoption or court-awarded custody of a child.
9. Request Kentucky Housing written approval to add any other family member as an occupant of the unit.
10. Promptly notify Kentucky Housing in writing if any family member no longer lives in the unit.
11. Give Kentucky Housing a copy of any landlord eviction notice.
12. Pay utility bills and supply appliances that the landlord is not required to supply under the lease.
13. Supply information that is true and complete.

B. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any corrupt or criminal act in connection with the program.
4. Participate in illegal drug or violent criminal activity or abuse alcohol.
5. Sublease or rent the unit or assign the lease or transfer the unit.
6. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

21. Kentucky Housing may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:
1. If the family violates any family obligations under the program.
2. If any member of the family has been evicted from a federally assisted program within the last three years.
3. If an HA has ever terminated assistance under the certificate or voucher program for any member of the family.
4. If any member of the family commits a drug-related criminal activity or violent criminal activity or abuses alcohol..
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the family currently owes rent or other amounts to Kentucky Housing or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
7. If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the HA to pay amounts owed to an HA or amounts paid to an owner by an HA.
9. If a family participating in the FSS Program fails to comply, without good cause, with the family's FSS contract of participation.
10. If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
11. If the family participates in a special program and fails to accept and/or cooperate with supportive services under mandatory treatment programs, which may be required by regulation or court order, are grounds for termination of rental assistance.

22. Kentucky Housing hearing procedures are enclosed in your packet for your information.

23. The family may terminate tenancy in accordance with the lease and tenancy addendum. (See enclosed Tenant Notice of Lease Cancellation form.)

24. If you are currently reporting zero income and are required to pay the minimum $25 rent, you may, in some instances, claim a hardship and ask that the minimum rent to be waived. Kentucky Housing may waive the minimum rent for the following reasons: loss of eligibility or awaiting determination for assistance, eviction, income decrease or death in the family. Please talk to your housing representative if any of these apply to you. You are required to report all income and could be terminated from the rental assistance program if you withhold income information.

25. If you have any questions as a participant, you should call your housing representative for clarification.

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.9/30/2012)

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

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

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

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

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

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

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

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

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

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

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. Termination of Tenancy by Owner

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

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

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

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

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

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

(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 includes:

(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).

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.

(7) 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

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

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

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

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

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

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

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

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

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, are not required for agreed changes in the lease other than as specified in paragraph b.

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

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 an 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

NOTICE

Sprint announced Thursday it will bring its Assurance Wireless service for people who receive government subsidies to Kentucky.

The service, which is already available in 25 states, provides a cell phone and 250 minutes per month for free. The goal is to connect people with potential employers, medical provider and child caregivers, according to a Sprint news release.

The wireless provider estimated more than 350,000 Kentuckians would be eligible for the service.

After the 250 minutes are used, customers can purchase additional minutes or capabilities such as texting and international calling.

People eligible for service include those who participate in the following programs: Medicaid, food stamps, Temporary Assistance to Needy Families, Supplemental Security Income, Section 8 federal housing assistance, Low Income Home Energy Assistance and the National School Lunch Program's free lunch offering. Documentation is required to prove you're eligible.
For information, visit Assurancewireless.com or call 1-800-395-2171.

KENTUCKY HOUSING CORPORATION

REASONABLE ACCOMMODATION POLICY

If an applicant, participant or a household member has a disability, he/she may request a reasonable accommodation. Reasonable accommodations in rules, policies, practices or services may be made when such reasonable accommodation may be necessary to afford such person equal opportunity for program participation.

It is preferred that all reasonable accommodation requests be submitted in writing to Kentucky Housing Corporation. Requests for reasonable accommodations and release forms are available upon request. If an applicant, participant or household member, has difficulty filling in the form, a Kentucky Housing Corporation staff member will assist him/her in completing the form. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

All requesters shall be notified in writing of the decision regarding the request within 21 days of Kentucky Housing Corporation's receipt of the complete written request, including completed Reasonable Accommodations Verification form. If the request is denied, an explanation for such denial shall be included in the written notification. If the request is denied, the requester may ask Kentucky Housing Corporation's Fair Housing Coordinator to review the request.

KENTUCKY HOUSING CORPORATION

POLICY OF NONDISCRIMINATION

Kentucky Housing Corporation (KHC) does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in its federally assisted programs or activities.

It is the policy of KHC not to discriminate against any person because of that person's race, color, religion, sex, familial status, national origin or handicap. KHC considers any and all requests for reasonable accommodations in the applications of its rules, policies, practices and services, in accordance with requirements of the Fair Housing Act. 42 U.S.C. § 3601 et seq.

Kentucky Housing Corporation
Legal Department
1231 Louisville Rd.
Frankfort, KY 40601

Phone: (800) 633-8896 Voice
711 TTY/Voice

KHC Legal Department has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (25 CFR Part 8, dated June 2, 1988).

OMB Approval No. 2529-0011 (expires 9/30/2004)

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

Are you a Victim of Housing Discrimination?

Fair Housing is Your Right!

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

How do you recognize Housing Discrimination?

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

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes in certain neighborhoods only
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make certain modifications or accommodations for persons with a mental or physical disability, including persons recovering from alcohol and substance abuse, and HIV/AIDS-related illnesses
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with their fair housing rights

Based on these factors...

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

If you don't report discrimination,
it can't be stopped!

Housing Discrimination Information Form

- If you believe your rights have been violated, HUD or a State or local fair housing agency is ready to help you file a complaint.
- You have one year from the date of the alleged act of discrimination to file your complaint.
- After your information is received, we will contact you to discuss the concerns you raise.

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

Keep this information for your records.

Date you mailed your information to HUD:(mm/dd/yyyy)

Address to which you sent the information:

Street:

City: State: Zip Code:

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

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

Who else can we call if we cannot reach you?

1	Contact's Name:	Daytime Phone No:
	Best time to call:	Evening Phone No:
2	Contact's Name:	Daytime Phone No:
	Best time to call:	Evening Phone No:

1. **What** happened to you? How were you discriminated against? For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing? State briefly what happened.

2. **Why** do you believe you are being discriminated against?

   It is a violation of the law to deny you your housing rights for any of the following factors: • race • color • religion • sex • national origin • familial status (families with children under 18) • disability.

   For example: were you denied housing **because of** your race? Were you denied a mortgage loan **because of** your religion? Or turned down for an apartment **because** you have children? Were you harassed because you assisted someone in obtaining their fair housing rights? Briefly explain why you think your housing rights were denied **because of** any the factors listed above.

3. **Who** do you believe discriminated against you? Was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Name:

Address:

4. **Where** did the alleged act of discrimination occur? Provide the address. For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? Did it occur at a bank or other lending institution?

Address:

City: State: Zip Code:

5. **When** did the last act of discrimination occur?
Enter the date (mm/dd/yyyy) _____

Is the alleged discrimination continuous or on going? ☐ Yes ☐ No

Signature: Date:(mm/dd/yyyy)

X

Send this form to HUD or to the fair housing agency where the alleged act of discrimination occurred.
If you are unable to complete this form, you may call the office nearest you.
See addresses and telephone numbers listed on the back page.

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

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

Disclosure of this information is voluntary. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

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

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

NEW ENGLAND OFFICE
(Marcella_Brown@hud.gov)

Fair Housing Enforcement Center
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 and New York

New York/New Jersey Office
(Stanley_Seidenfeld@hud.gov)
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927

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

MID-ATLANTIC OFFICE
(Wanda_Nieves@hud.gov)
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 656-0662 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450

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

SOUTHEAST/CARIBBEAN OFFICE
(Gregory_L._King@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2806
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654

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

MIDWEST OFFICE
(Barbara_Knox@hud.gov)
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143

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

SOUTHWEST OFFICE
(Thurman_G._Miles@hud.gov or Garry_L._Sweeney@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

GREAT PLAINS OFFICE
(Robbie_Herndon@hud.gov)

Fair Housing Enforcement Center
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:

ROCKY MOUNTAINS OFFICE
(Sharon_L. _Santoya@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
633 17th Street
Denver, CO 80202-3690
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248

For Arizona, California, Hawaii, and Nevada:

PACIFIC/HAWAII OFFICE
(Charles_Hauptman@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Phillip Burton Federal Building and U.S. Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102-3448
Telephone (415) 436-8400 or 1-800-347-3739
Fax (415) 436-8537 • TTY (415) 436-6594

For Alaska, Idaho, Oregon, and Washington:

NORTHWEST/ALASKA OFFICE
(Judith_Keeler@hud.gov)

Fair Housing Enforcement Center
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 (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

Housing Discrimination Complaint

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

OMB Approval No. 2529-0011

Please type or print this form

Public Reporting Burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Read this entire form and all the instructions carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the HUD State Office covering the State where the complaint arose (see list on back of form), or any local HUD Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

This section is for HUD use only.

Number	(Check the applicable box)	Jurisdiction	Signature of HUD personnel who established Jurisdiction
	☐ Referral & Agency (specify)	☐ Yes ☐ No	
Filing Date	☐ Systemic	☐ Additional Info	
	☐ Military Referral		

1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr.,Mrs.,Miss,Ms.) | Home Phone | Business Phone

Street Address (city, county, State & zip code)

2. Against Whom is this complaint being filed? (last name, first name, middle initial) | Phone Number

Street Address (city, county, State & zip code)

Check the applicable box or boxes which describe(s) the party named above:

☐ Builder ☐ Owner ☐ Broker ☐ Salesperson ☐ Supt. or Manager ☐ Bank or Other Lender ☐ Other

If you named an individual above who appeared to be acting for a company in this case, check this box ☐ and write the name and address of the company in this space:

Name: | Address

Name and identify others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? Check all that apply and give the most recent date these act(s) occurred in block No. 6a below.

☐ Refuse to rent, sell, or deal with you
☐ Falsely deny housing was available
☐ Engage in blockbusting
☐ Discriminate in broker's services
☐ Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities
☐ Advertise in a discriminatory way
☐ Discriminate in financing
☐ Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law
☐ Other (explain)

4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check all that apply.

Race or Color	Religion	Sex	Handicap	Familial Status	National Origin
☐ Black	(specify)	☐ Male	☐ Physical	☐ Presence of children under 18 in the family	☐ Hispanic
☐ White		☐ Female	☐ Mental	☐ Pregnant female	☐ Asian or Pacific Islander
☐ Other					☐ American Indian or Alaskan Native
					☐ Other (specify)

5. What kind of house or property was involved?	Did the owner live there?	Is the house or property	What is the address of the house or property?
☐ Single-family house	☐ Yes	☐ Being sold?	(street, city, county, State & zip code)
☐ A house or building for 2, 3, or 4 families	☐ No	☐ Being rented?	
☐ A building for 5 families or more	☐ Unknown		
☐ Other, including vacant land held for residential use (explain)			

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment.
Note: HUD will furnish a copy of the complaint to the person or organization against whom the complaint is made.

6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved)

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct. | Signature & Date

What Does the Fair Housing Amendments Act of 1988 Provide?

The Fair Housing Act declares that it is national policy to provide fair housing throughout the United States and prohibits eight specific kinds of discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, handicap, familial status or national origin.

1. Refusal to sell or rent or otherwise deal with a person.
2. Discriminating in the conditions or terms of sale, rental, or occupancy.
3. Falsely denying housing is available.
4. "Blockbusting"—causing person(s) to sell or rent by telling them that members of a minority group are moving into the area.
6. Discrimination in financing housing by a bank, savings and loan association, or other business.
7. Denial of membership or participation in brokerage, multiple listing, or other real estate services.
8. Interference, coercion, threats or intimidation to keep a person from obtaining the full benefits of the Federal Fair Housing Law and/or filing a complaint.

What Does the Law Exempt?

The first three acts listed above do not apply (1) to any single family house where the owner in certain circumstances does not seek to rent or sell it through the use of a broker or through discriminatory advertising, nor (2) to units in houses for two-to-four families if the owner lives in one of the units.

What Can You Do About Violations of the Law?

Remember, the Fair Housing Act applies to discrimination based on race, color, religion, sex, handicap, familial status, or national origin. If you believe you have been or are about to be, discriminated against or otherwise harmed by the kinds of discriminatory acts which are prohibited by law, you have a right, within 1 year after the discrimination occurred to:

1. **Complain to the Secretary of HUD** by filing this form by mail or in person. HUD will investigate. If it finds the complaint is covered by the law and is justified, it will try to end the discrimination by conciliation. If conciliation fails, other steps will be taken to enforce the law. In cases where State or local laws give the same rights as the Federal Fair Housing Law, HUD must first ask the State or local agency to try to resolve the problem.
2. **Go directly to Court** even if you have not filed a complaint with the Secretary. The Court may sometimes be able to give quicker, more effective, relief than conciliation can provide and may also, in certain cases, appoint an attorney for you (without cost).

   You Should Also Report All Information about violations of the Fair Housing Act to HUD even though you don't intend to complain or go to court yourself.

   Additional Details. If you wish to explain in detail in an attachment what happened, you should consider the following:

   1. If you fee that others were treated differently from you, please explain the facts and circumstances.
   2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
   3. If you have made this complaint to other government agencies or to the courts, state when and where and explain what happened.

Racial/Ethnic Categories

1. **White (Non Hispanic)**—A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **Black (Non Hispanic)**—A person having origins in any of the black racial groups of Africa.
3. **Hispanic**—A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
4. **American Indian or Alaskan Native**—A person having origins in any of the original peoples of North America, and who maintains, cultural identification through tribal affiliation or community recognition.
5. **Asian or Pacific Islander**—A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

You can obtain assistance (a) in learning about the Fair Housing Act, or (b) in filing a complaint at the HUD Regional Offices listed below:

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

NEW ENGLAND OFFICE *(Marcella_Brown@hud.gov)*
Fair Housing Enforcement Center
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 and New York

New York/New Jersey Office (Stanley_Seidenfeld@hud.gov)
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927

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

MID-ATLANTIC OFFICE *(Wanda_Nieves@hud.gov)*
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 656-0662 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450

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

SOUTHEAST/CARIBBEAN OFFICE ***(Gregory_L._King@hud.gov)***

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2806
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654

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MIDWEST OFFICE (Barbara_Knox@hud.gov)
Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143

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

SOUTHWEST OFFICE ***(Thurman G. Miles@hud.gov or Garry_L._Sweeney@hud.gov)***

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

GREAT PLAINS OFFICE ***(Robbie_Herndon@hud.gov)***

Fair Housing Enforcement Center
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:

ROCKY MOUNTAINS OFFICE ***(Sharon_L. _Santoya@hud.gov)***

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
633 17th Street
Denver, CO 80202-3690
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248

For Arizona, California, Hawaii, and Nevada:

PACIFIC/HAWAII OFFICE ***(Charles_Hauptman@hud.gov)***

Fair Housing Enforcement Center
U.S. Department of Housing and Urban Development
Phillip Burton Federal Building and U.S. Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102-3448
Telephone (415) 436-8400 or 1-800-347-3739
Fax (415) 436-8537 • TTY (415) 436-6594

For Alaska, Idaho, Oregon, and Washington:

NORTHWEST/ALASKA OFFICE ***(Judith_Keeler@hud.gov)***

Fair Housing Enforcement Center
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 (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

Privacy Act of 1974 (P.L. 93-579)

Authority: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430).

Purpose: The information requested on this form is to be used to investigate and to process housing discrimination complaints.

Use: The information may be disclosed to the United States Department of Justice for its use in the filing of pattern or practice suits of housing discrimination or the prosecution of the person who committed the discrimination where violence is involved; and to state or local fair housing agencies which administer substantially equivalent fair housing laws for complaint processing.

Penalty: Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.

For further information call the Toll-free Fair Housing Complaint Hotline 1-800-669-9777.
Hearing Impaired persons may call (TDD) 1-800-927-9275.

NOTICE

Eligibility of Students for Assisted Housing Under Section 8

Effective January 30, 2006, HUD implemented a new law that restricts participation in Section 8 rental assistance programs for individuals who live independent from their parents and are enrolled at an institution of higher education. The new eligibility restrictions are as follows:

No assistance shall be provided under any Section 8 rental assistance program to any individual who is enrolled as a student at an institution of higher education and:

- **Is under 24 years of age**
- **Is not a veteran of the United States military**
- **Is unmarried**
- **Does not have a dependent child**
- **Is not disabled**

A student under the age of 24, who is not a veteran, unmarried, does not have a dependent child, who is not disabled and who is currently receiving Section 8 assistance, if at recertification is determined to be ineligible, will have his or her assistance terminated.

In certain cases, financial assistance above tuition will be counted as income.

This ruling does not affect students 24 years of age or older or those students that reside with their parents with the exception of those students 24 years of age or older <u>without</u> dependent children, financial assistance <u>will be</u> counted as income.

Kentucky Housing Corporation

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Kentucky Housing Corporation (KHC)** is 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 the **Housing Choice Voucher 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 **Housing Choice Voucher program,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.
Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Housing Choice Voucher 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

KHC 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 KHC chooses to remove the abuser or perpetrator, KHC 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, KHC 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, KHC must follow Federal, State, and local eviction procedures. In order to divide a lease, KHC 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, KHC 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, KHC 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 KHC does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, KHC may ask you for such documentation, as described in the documentation section below.
(2) You expressly request the emergency transfer. KHC 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.

KHC 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. KHC's emergency transfer plan provides further information on emergency transfers, and KHC 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

KHC 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 KHC must be in writing, and KHC 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. KHC 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 KHC as documentation. It is your choice which of the following to submit if KHC 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 KHC 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 KHC has agreed to accept.

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

If KHC 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), KHC 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, KHC does not have to provide you with the protections contained in this notice.

Confidentiality

KHC 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.
KHC must not allow any individual administering assistance or other services on behalf of KHC (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.
KHC must not enter your information into any shared database or disclose your information to any other entity or individual. KHC, however, may disclose the information provided if:

- You give written permission for KHC to release the information on a time-limited basis.
- KHC 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 KHC or your landlord to release the information.

VAWA does not limit KHC'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, KHC 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 KHC 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 KHC can demonstrate the above, KHC 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 U.S. Department of Housing and Urban Development Public and Indian Housing Information Resource Center at 800-955-2232 or HUD-PIHRC@tngusa.net or TTY – http://www.federalrelay.us/tty

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, KHC must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact **Kentucky Housing Corporation 1-800-633-8896, extension 711 or email – rentalcustomerservice@kyhousing.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 **Kentucky Domestic Violence Association at info@kcadv.org or call 502-209-5382.**

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 **Kentucky Domestic Violence Association at info@kcadv.org or call 502-209-5382.**

Victims of stalking seeking help may contact **Kentucky Domestic Violence Association at info@kcadv.org or call 502-209-5382.**

Attachment: Certification form HUD-5382

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

November 2004

Things You Should Know

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

Purpose

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

Penalties for Committing Fraud

The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:

- Evicted from your apartment or house:
- Required to repay all overpaid rental assistance you received:
- Fined up to S 10,000:
- Imprisoned for up to 5 years; and/or
- Prohibited from receiving future assistance.

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

Asking Questions

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

Completing The Application

When you answer application questions, you must include the following information:

Income

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

Assets

- All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc.. that are owned by you and any adult member of your family's household who will be living with you.

- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.
- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

Signing the Application

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

Recertifications

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

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

Beware of Fraud

You should be aware of the following fraud schemes:

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

Reporting Abuse

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

 THIS DOCUMENT MAY BE REPRODUCED WITHOUT PERMISSION

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)

RHIIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

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 <u>one</u> 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.

<u>Note:</u> 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 you 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/ph/rhiip/uiv.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)

February 2010

HOW TO BECOME A GOOD RENTER

Establishing a good rental history is extremely important when a client is considering moving into another rental situation or thinking about purchasing a home. It is becoming increasingly difficult to secure decent, safe and sanitary housing without a good rental history.

Generally, the first item a property owner or manager reviews, is the prospective applicants credit history. If the applicant is consistently late in paying their rent, chances are they will experience difficulty finding a suitable place to live. Often times, previous landlords will be contacted to discuss the prospective applicant's rental history. Some property owners or managers, will stop by the applicants current address to check housekeeping skills before their application is approved.

Use the following as a guide when discussing, "How to Become a Good Renter," with your client.

1. When shopping for a rental unit, the client should make a list of their wants and needs, for example, the number of bedrooms, bus service, proximity to grocery, work and childcare facilities or schools. Clients should explore the surrounding area as well. Being satisfied with the rental unit and the neighborhood creates a positive climate for becoming a good renter.

2. Prior to signing a lease, the client should read **EVERY WORD** and be sure they clearly understand what they are signing. This must be done **BEFORE** the lease is signed. If a written document is not required, the client must be sure they understand what the owner expects of them as renters. Encourage the client to write each item down during the discussion with the property owner. They can even ask the property owner to sign the list.

3. Clients should be encouraged to ask the landlord to walk through the unit with them before moving in. Taking pictures of the vacant unit and performing a pre-occupancy inspection, will provide the client with the necessary proof of pre-existing conditions to recover their security deposit when they move.

4. Paying rent on or before it is due is the most important element of becoming "a good renter." Know where (the address) the rent is to be paid and if the rent is paid by mail, take great caution to allow for any delays. Clients who consistently pay their rent during the grace period, are not considered "good renters." This could also have a negative impact on the client's credit. If the client pays their rent with cash, it is very important to be sure to obtain receipts with all of the information recorded. Date of payment, amount paid and period of time covered by the payment. If the rent is paid by check or money order, clients can use the canceled check as their receipt or the carbonized copy of the money order. Clients should be encouraged to set up a filing system just for rental payments.

5. If the client is experiencing difficulty in paying their rent on time, they should immediately communicate this to their landlord. Notifying the landlord in advance, demonstrates how important timely rent payments are to the client. If there is a need to establish special payment arrangements with the landlord, the client should **NEVER** agree to any arrangement they cannot keep. This will destroy the landlord's trust in the client. Honesty is the best policy.

6. If the client is responsible for paying a portion or all of their utilities, it is important that this commitment be paid on or before the due date. Utility companies report payment histories to credit bureaus, which could negatively impact the client in the future if these payments are not made on time. The responsibility of utility payments must be clearly spelled out in the lease agreement.

7. Property owners from time to time may conduct inspections of the rental unit. This activity should be clearly spelled out in the lease with a written notice provided to the client, at least 24 hours in advance. The purpose of the inspection is to determine the condition of the unit. If the condition is found to be unacceptable, normally, the landlord will site the client and give them a limited amount of time to cure the identified problems. If the client has not satisfactorily resolved the identified problems, eviction proceedings can begin. However, the practice may vary from locality to locality.

8. If the client decides to terminate the rental agreement, they must take care to follow the terms of their lease. If the terms of the lease agreement have not expired, the client may be held responsible for paying a lump sum amount to satisfy the remaining amount of time left on the lease. Generally, a 30-day written notice to the landlord is required before moving out.

The client should request a move-out inspection with the landlord. This should be conducted as quickly as possible, after the client has removed all of their belongings. The move-out inspection can be compared to the move-in inspection, making it easy to determine if there are any damages caused by the client while occupying the unit. If any damages were caused after move in, the landlord generally keeps a portion of the security deposit to cover the cost of repairs. If the client did not pay a security deposit, they may be charged for the identified damages. These two inspection reports provide the client with the necessary documentation in the event of a disagreement. Once again, this practice may vary from locality to locality.

Terminating your relationship with a landlord on good terms is one additional step in establishing a good rental history.

GOOD HOUSEKEEPING HABITS FOR RENTERS AND HOMEOWNERS

Clients should be encouraged to develop a plan of action for performing regular housekeeping activities. Case managers should assist their clients in the development of this exercise and set a time for implementation. Everyone in the family should be assigned a housekeeping task, even if it is small. Living in a well-organized and clean environment builds a sense of pride of ownership, even if the client is renting. Developing these habits when renting, paves the way to good housekeeping habits when the client owns their own home. **"GOOD RENTERS MAKE GOOD HOMEOWNERS."**

Poor housekeeping habits can lead to damages in the unit, roach infestation and creates poor self-esteem. Clients should understand the importance of maintaining a well kept home and how it affects all facets of their lives and their children's lives. This element of becoming a good renter is as important as paying rent in a timely manner.

KENTUCKY HOUSING CORPORATION
FINDING A PLACE TO LIVE

Tips on looking for housing:

- Check the classified section of local newspapers where houses and/or apartments for rent are listed.

- Check with friends and neighbors. Ask owners that have no vacancies if they know of other owners with vacant units.

- Look for yard signs in the area you wish to live in.

- Check with real estate offices or rental agencies. Some areas have apartment guides at the grocery stores. Look in the Yellow Pages of telephone directories.

- Always ask to see the unit you want to rent. When you find a unit, ask the owner some important questions. Some suggestions are provided below, but you may have other questions to add to the list:

  - Will you rent to me under the Section 8 Program? (If you have a reputation as a good tenant, tell them about it and try to convince them to rent to you.)
  - Who is the owner or agent, and what is their name, telephone number and address?
  - What is the address of the unit you want to rent?
  - How much is the rent?
  - What utilities are included in the rent?
  - Who furnishes the stove and refrigerator?
  - How much is the security deposit?
  - How many bedrooms?
  - Always read your lease before you sign it and be sure you get a copy to keep.

When you and the owner agree you will rent the unit, do the following:

- Ask the owner to complete the Request for Tenancy Approval (RFTA) form in your briefing packet.
- Give the completed RFTA form to the area administrator to request an inspection. You must find a unit before the expiration date on your certificate or voucher.

Before you request an inspection, make sure:

- The unit will pass an inspection (inspect it yourself).
- The unit is ready for you to move into it. If the unit is not ready, **do not** turn in a RFTA.
- You want to live in the unit for at least one year.
- The other leasing documents will be completed at the inspection, if the unit passes.

KENTUCKY HOUSING CORPORATION

Rental Assistance Programs

Hearings and Reviews

1.0 INTRODUCTION

The informal hearing requirements defined in the HUD regulations are applicable to participating families who disagree with an action, decision or inaction of KHC. This section describes the policies, procedures and standards to be used when families disagree with a KHC decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of KHC to ensure that all families have the benefit of all protections due to them under the law.

2.0 COMPLAINTS TO KHC

KHC will respond promptly to complaints from families, owners, employees and members of the public. All complaints must be submitted in writing and will be documented.

KHC hearing procedures will be provided to families in the briefing packet.

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of KHC or owner.

The family will submit the complaint to the regional manager (RM) or rental housing coordinator/specialist (RHC/S).

In the event the RM or RHC/S is unable to satisfy the complaint, it will be referred to the RM or RHC/S's direct supervisor.

If a complaint is not resolved at that point, it will be referred to the director of the Rental Assistance Department.

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.

Complaints from owners will be referred in the same manner as those from families.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the staff person's direct supervisor.

Complaints from the general public: Complaints or referrals from persons in the community in regard to KHC, a family or an owner.

Any person(s) wishing to file a complaint are encouraged to use KHC's Ethics Point system located at KHC's website at www.kyhousing.org to list their concerns.

Complaints from the general public will be referred to the RM or RHC/S for the area. If a complaint is not resolved, it will be referred to the RM's or RHC/S's direct supervisor.

3.0 INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24CFR 982.54(d)]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. However, if an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When KHC determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible;

The procedure for requesting a review if the applicant does not agree with the decision; and

The time limit for requesting a review.

KHC must provide applicants with the opportunity for an informal review of decisions denying:

- Listing on KHC's waiting list;
- Issuance of a voucher;
- Participation in the program.

Informal reviews are not required for established policies and procedures and KHC determinations such as:

- Discretionary administrative determinations by KHC;
- General policy issues or class grievances;
- A determination of the family unit size under KHC subsidy standards;
- Refusal to extend or suspend a voucher or determination that voucher has expired;
- KHC determination not to grant approval of the tenancy;
- Determination that unit is not in compliance with HQS;

- Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

A request for an informal review must be received **in writing** by the close of the business day, no later than **ten** calendar days from the date of KHC's notification of denial of assistance. The program integrity officer may use discretion regarding the allowable time frame for requesting an informal review based on extenuating circumstances experienced by the applicant. The informal review will be scheduled within **20** calendar days from the date the request is received.

The informal review will not be conducted by the person who made or approved the decision under review nor a subordinate of that person.

Reviews will be conducted by the program integrity coordinator.

The applicant will be given the option of presenting oral or written objections to the decision. Both KHC and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone if acceptable to both parties.

A notice of the review findings will be provided in writing to the applicant within **ten** calendar days after the review. It shall include the decision of the review officer and an explanation of the reasons for the decision.

All requests for a review, supporting documentation and a copy of the final decision will be retained in the family's file.

4.0 INFORMAL HEARING PROCEDURES [24 CFR 982.301(b)]

When KHC makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. KHC will give the family prompt notice of determinations, which will include:

- The proposed action or decision of KHC;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for KHC's decision;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing;
- **To whom the hearing request should be addressed.**

KHC must provide participants with the opportunity for an informal hearing for decisions related to any of the following KHC determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment;
- Appropriate utility allowance used from schedule;
- Family unit size determination under KHC subsidy standards;
- Determination to terminate assistance for any reason;
- Determination to terminate a family's FSS Contract, withhold supportive services or propose forfeiture of the family's escrow account.
- KHC must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are **not** required for established policies and procedures and KHC determinations such as:

- Discretionary administrative determinations by KHC;
- General policy issues or class grievances;
- Establishment of KHC schedule of utility allowances for families in the program;
- KHC determination not to approve an extension or suspension of a voucher term or determination that a voucher has expired;
- KHC determination not to approve a unit or lease;
- KHC determination that an assisted unit is not in compliance with HQS (KHC must provide hearing for family breach of HQS because that is a family obligation determination);
- KHC determination that the unit is not in accordance with HQS because of the family size;
- KHC determination to exercise or not exercise any right or remedy against the owner under a HAP contract.
- Family’s decision to voluntarily withdraw from KHC’s rental assistance programs.

Notification of Hearing

It is KHC's objective to resolve disputes at the lowest level possible and to make every effort to avoid the most severe remedies. However, if this is not possible, KHC will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

A request for an informal hearing must be received **in writing** by the close of the business day, no later than **ten** calendar days from the effective date of rental assistance termination. The hearing officer may use discretion regarding the allowable time frame for requesting an informal hearing due to extenuating circumstances experienced by the program participant. Whenever feasible, the hearing officer will attempt to resolve the issue which resulted in termination of rental assistance eliminating the need to conduct an informal hearing. These opportunities may exist in cases of required paperwork, missed appointments and nonpayment of participant rent. If an informal hearing is required, the hearing will be scheduled within **20** calendar days from the date the request is received.

- The notification of hearing will contain:
- The date and time of the hearing;
- The location where the hearing will be held;
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
- Items the family is **required** to bring to the hearing.
- The right to view any documents or evidence in the possession of KHC upon which KHC based the proposed action and, at the family's expense, to obtain a copy of these documents prior to the hearing. **Requests for documents or evidence must be received no later than seven days before the hearing date.**
- A notice to the family that KHC will request a copy of any documents or evidence the family will use at the hearing. **Requests for documents or evidence must be received no later than seven days before the hearing date.**

KHC's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact KHC within 24 hours, excluding weekends and holidays. KHC will reschedule the hearing only if the family can show good cause for failure to appear.

Families have the right to:

- Present written or oral objections to KHC's determination;
- Examine the documents in the file, which are the basis for KHC's action, and all documents submitted to the hearing officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that KHC staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate or other designated representative at their own expense.
- **If the family requests copies of documents relevant to the hearing, KHC will make the copies for the family and assess a charge of ten cents per copy. In no case will the family be allowed to remove the file from KHC's office.**

In the event information in the file is received from a party who wishes to remain anonymous, KHC will release information only to the extent possible while preserving the anonymity of the party.

In addition to other rights contained in this Chapter, KHC has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the hearing officer appointed by KHC who is neither the person who made or approved the decision, nor a subordinate of that person. **KHC appoints hearing officers who are disinterested parties, outside the scope of the rental assistance department.**

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Documents may be presented which have not been provided to the other party before the

hearing if requested by the other party. "Documents" includes records and regulations.

Whenever possible, informal hearings will be audio-recorded.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the action of KHC shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of KHC is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to KHC rental assistance programs staff and the family within **ten** calendar days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed and documentation of the calculation of monies owed;
- The date the decision goes into effect.

KHC is not bound by hearing decisions:

- Which concern matters in which KHC is not required to provide an opportunity for a hearing;
- Which conflict with or contradict HUD regulations or requirements;
- Which conflict with or contradict federal, state or local laws; or
- Which exceed the authority of the person conducting the hearing.

KHC shall send a letter to the participant if it determines KHC is not bound by the hearing officer's determination within **ten** calendar days. The letter shall include KHC's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

5.0 HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the KHC hearing is pending but assistance to an applicant may be delayed pending the KHC hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, KHC notifies the applicant or participant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with KHC either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give KHC a copy of the appeal and proof of mailing or KHC may proceed to deny or terminate. The time period to request an appeal may be extended by KHC for good cause.

The request for a KHC hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members KHC will:

- Deny the applicant family;
- Defer termination if the family is a participant and qualifies for deferral;
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, KHC will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that

some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of family rent and total tenant payment.

- Families denied or terminated for fraud in connection with the Non-Citizens Rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

6.0 MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list or KHC is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

KHC shall provide reasonable accommodations for persons with disabilities to participate in an informal review or informal hearing. Reasonable accommodation may include qualified sign language interpreters for the hearing-impaired, readers, accessible locations and/or attendants. If it is known that the applicant is visually impaired, any notice to the applicant or participant who is required by these procedures will be in accessible format.

7.0 RIGHT TO APPEAL DECISIONS

Any decision of the hearing officer which denies relief requested by the applicant or participant in whole or in part, does not constitute a waiver of, nor affect in any manner whatsoever, any rights the applicant or participant may have to seek relief in a court of competent jurisdiction.

14.0 SUBSIDY STANDARDS

According to 24 CFR 982.401(d)(2)(ii), Housing Quality Standards (HQS) allow two persons per bedroom or living/sleeping room. KHC will use the following subsidy guidelines to determine the number of bedrooms required to accommodate each family with consideration given to overcrowding and overhousing. These guidelines apply in determining the bedroom size to be listed on the housing choice voucher.

A. Two persons shall be generally assigned for each bedroom with the exception of opposite sex, age six and over, when determining housing choice voucher size.

For program participants:
An additional bedroom will be granted upon the birth of a child if the birth qualifies the family for a larger bedroom size. A transfer may be issued as an exception to the existing policy upon request from the head of household. Otherwise, the family will be issued a voucher reflecting the increase in household at annual recertification.
An additional bedroom will be considered if a household member will be turning 6 within 60 days of a process.

For program applicants:
When issuing a voucher, pregnancy will be considered when determining bedroom size. Verification of the pregnancy by a health care provider is required to determine appropriate bedroom size. The smaller, applicable bedroom size will be granted prior to the birth. Depending on the household composition after the child is born, a voucher for a larger bedroom size will be issued at the annual recertification if applicable unless the birth presents overcrowding of the unit. Overcrowding will be addressed upon notification to KHC by the family.

Exception to policy will be granted for homeownership voucher participants who have a pending change (e.g., pregnant or five-year-old turning six) that will take place within a year (365 days or less) of the purchase of their home. The pending change will be counted to determine the bedroom size for their voucher to homeownership purchase.

B. Examples of KHC's subsidy guidelines are outlined below:

Two persons of the opposite sex, where one is age six or over, will **not** be counted in the same bedroom. However, spouses or cohabiting adults will be counted in a single bedroom.

The head of household will not share a bedroom with a minor child age **six years of age or older.**

Under the Project-Based Voucher Program and Moderate Rehabilitation Program, owners with HAP contracts executed **prior** to May 1, 2005, may set their own reasonable guidelines. Owners must put these guidelines in writing and obtain approval from KHC staff.

B. In the case of chronic serious illness requiring special medical equipment, a deviation from this guideline may be permitted with current detailed documentation from a licensed physician or other qualified medical professional. **Approval of this request will be made by the Legal Department staff or their designee.**

C. **General Guidelines**

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Examples:

- A household consists of a single parent, one-year-old boy and five-year-old girl:
  The family qualifies for a two-bedroom voucher.

- A household consists of a couple, one-year-old boy and five-year-old girl:
  The family qualifies for a two-bedroom voucher. (If the five-year-old has a birthday within 60 days of the process and turns six, the family would qualify for a three-bedroom voucher.)

- A household consists of a couple who are expecting a child:
  The family qualifies for a two-bedroom voucher. (Family must provide verification of the pregnancy completed by a health-care provider.)

- A household consists of a single parent and one-year-old child:
  The family qualifies for a one-bedroom voucher.

- A household consists of a couple and 2 six-year-old girls:
  The family qualifies for a two-bedroom voucher.

- A household consists of a single parent, a one-year-old boy and a six-year-old girl:
  The family qualifies for a two-bedroom voucher.

- A household consists of a mother, grandmother and three-year-old boy:
  The family qualifies for a two-bedroom voucher.

- A household consists of a single parent, 6-year-old boy and a 17-year-old boy:

The family qualifies for a two-bedroom voucher.

- A household consists of a couple, a 12-year-old girl and a 17-year-old girl: *The family qualifies for a two-bedroom voucher.*

- *Same sex siblings, regardless of age, will share a bedroom. These subsidy standards include nieces, nephews, grandchildren, foster children or where the head-of-household is the guardian of additional household members.*

C. A family may choose, at family's expense, a different size unit than indicated above as federal regulations allow, but may not be overcrowded. In some instances, a living room may be used as a bedroom and up to two additional persons may be allowed in the unit.

APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS...
IS FRAUD WORTH IT?

Do You Realize...

In order to prevent abuse within the Housing Choice Voucher Program, Kentucky Housing Corporation (KHC) works with local and state officials to monitor for drug and violent criminal activity or program fraud. Verification of these activities could result in repayment contracts and/or termination from the program.

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

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

Do You Know...

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

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

So Be Careful!

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

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

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

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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

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

December 2005

Self-Assessment

If you answer **yes** to any of the following, Kentucky Housing Corporation can help you and your family plan for a better future!

Do you want:

Future independence?

☐ Yes ☐ No

To own your own home?

☐ Yes ☐ No

To gain financial independence?

☐ Yes ☐ No

The Family Self-Sufficiency Program can help you open the door to success.

www.kyhousing.org

Family Self-Sufficiency Program

For more information about the FSS Program, please contact:

Kentucky Housing Corporation
Renee Christian
FSS Administrator
P. O. Box 517, Hazard, KY 41702

Phone: **606-233-3449**
Fax: 888-512-3871
TTY 711

Email: rchristian@kyhousing.org

EQUAL HOUSING OPPORTUNITY

Take one step closer to providing the future you want for your family.

KHC Kentucky Housing Corporation

Investing in quality housing solutions.

How Does FSS Work?

About the Program

The FSS Program is a five-year, self-paced, voluntary program designed to assist Housing Choice Voucher participants achieve economic independence. Participation requires a personal commitment by each individual to develop goals that will lead to self-sufficiency. In exchange, participants will receive supportive services and the opportunity to earn an escrow savings account.

These goals may include:

- Education
- Specialized Training
- Job Readiness and Job Placement Activities
- Career Advancement Objectives
- Mentoring
- Budget/Credit Repair
- Home Buyer Education

Goals for each participating family member are set in individual training and services plans attached to the FSS participation contract.

Escrow Account

The incentive of the FSS Program is a special escrow account that is set up for each participant. As the participant's earned income goes up, the rental subsidy remains the same, with the remaining money deposited monthly into a savings account. This account belongs to the participant and is disbursed upon graduation from the program. While participating, families may borrow from their savings account once per year to help meet the needs of their personalized goals. Each graduate decides how this money can best serve the future of their family.

Requirements

Participants must:

1. Seek and maintain suitable employment. Must be employed six months prior to the expiration of the contract and be Welfare-free of cash benefits for one year prior to the expiration of the FSS contract.

2. Be the head of household and have the willingness and ability to meet program requirements.

3. Work closely with a case manager to develop and carry out personal goals individualized by the participant.

Example of Funding the Escrow Savings Account:

At Contract Signing:
No employment income, contract rent is $500.

Total Tenant Payment
$100

Rental Subsidy
$400

To Landlord
$100
+ *$400*
$500 Contract Rent

At First Reexamination:
Employment income increases tenant payment to $300, contract rent is still $500.

Total Tenant Payment
$300

Rental Subsidy
$400

To Landlord
$300
+ *$200*
$500 Contract Rent

$200 to Savings

Success Stories

James and Amy Phillips went from unemployed to employed, with Amy two semesters away from a nursing degree. They are presently homeowners after saving over $27,000.

Sherry Hamilton went from unemployed to working as the manager of her current employment. She is working towards homeownership and has saved nearly $7,000 towards her goal.

Realize your dreams!

So You Want to Transfer?

You are thinking about moving to another unit, housing authority or state. What do you do?

Here is what you DON'T do:

- Don't move yet!
- Don't sign another lease with a new landlord!
- Don't give notice to your landlord until you have discussed it with Kentucky Housing Corporation (KHC).

Now for what you DO:

- Call KHC and tell them that you would like to move. KHC will determine whether or not you are eligible to transfer your assistance.

- If eligible, KHC will send you a transfer packet to complete. Return the COMPLETED packet as quickly as possible. Failure to return or complete any of the documents or verifications will result in a delay of your transfer.

- It is very important to return the lease cancellation with an effective date that allows time for the transfer to be processed. Once you and your landlord have signed and returned the lease cancellation, please note that the rental assistance for your unit will end on that date. **YOU** will be totally responsible for the rent after that date. Allow KHC time to process your transfer request.

- KHC will review tenant eligibility to transfer. If eligible, you will be issued a voucher to transfer.

- If you are moving to another unit within Kentucky Housing Corporation (KHC)'s jurisdiction, you will be issued your voucher along with the leasing documents and other program information. This information will inform you of the steps you are to take, such as finding a unit, submitting a Request for Tenancy Approval and **NOT** moving into the unit until it has passed inspection. If you move into a unit prior to inspection, you are taking the risk of having to pay all rent for the unit. KHC will **NOT** pay rental assistance on any unit until it has passed inspection and a lease has been executed.

- If you are moving to another housing authority's jurisdiction, you are using portability to transfer. You will sign your voucher. Once the signed voucher is returned to KHC, a copy of the voucher, your portability paperwork, and income information will all be sent to the new agency. You will need to contact them for all further action toward leasing a new unit.

KENTUCKIANA ASSISTED HOUSING AGENCY PROVIDERS (KAHAP)

Metropolitan Portability Agreement

All Section 8 participants have the choice of living anywhere in the USA. If you wish to move anywhere outside of Louisville/Jefferson County, you must be in good standing and complete a portability form. This is a requirement to move to any new jurisdiction.

There are restrictions for new families admitted to the program. At the time the family applied for assistance, if they did not have residence in that operating area, they will have to lease up in that area for at least one year.

Listed below are the member agencies of KAHAP. If you are interested in locating a unit in a jurisdiction out of the area in which your agency administers assistance, you may want to consider transferring. If the jurisdiction is covered by one of the agencies listed below, please call the person listed as the contact for that agency.

Louisville Metro Housing Authority
801 Vine Street
Louisville, KY 40204
(502) 569-6060

Jeffersonville Housing Authority
206 Eastern Blvd.
Jeffersonville, IN 47130
(812) 283-3553

Community Action Agency Southern Indiana
222 Pearl Street, Suite 203
New Albany, IN 47150
(812) 288-6451

Kentucky Housing Corporation
1231 Louisville Road
Frankfort, KY 40601
(502) 564-9946

New Albany Housing Authority
500 Scribner Drive
New Albany, IN 47150
(812) 948-1210

Lexington-Fayette Urban County Housing Authority
300 West New Circle Road
Lexington, KY 40505
(859) 281-5060

Should you choose to transfer to one of these agencies, or any other agency throughout the USA, keep in mind there may be policies in affect that may factor into your continued eligibility. It is recommended that you make contact with the agency and ask questions of the staff that would assist you in making a decision to move to their jurisdiction.

Kentucky Commission on Human Rights

Heyburn Building, Suite 700
332 West Broadway
Louisville, KY 40202
(502) 595-4024
Fax: (502) 595-4801
Email: kchr.mail@mail.state.ky.us
Website: www.state.ky.us/agencies2/kchr

Toll Free Statewide
In Kentucky
(800) 292-5566

TDD Lines
(502) 595-4084
Kentucky Relay Service
(800) 648-6056 (tty/tdd)

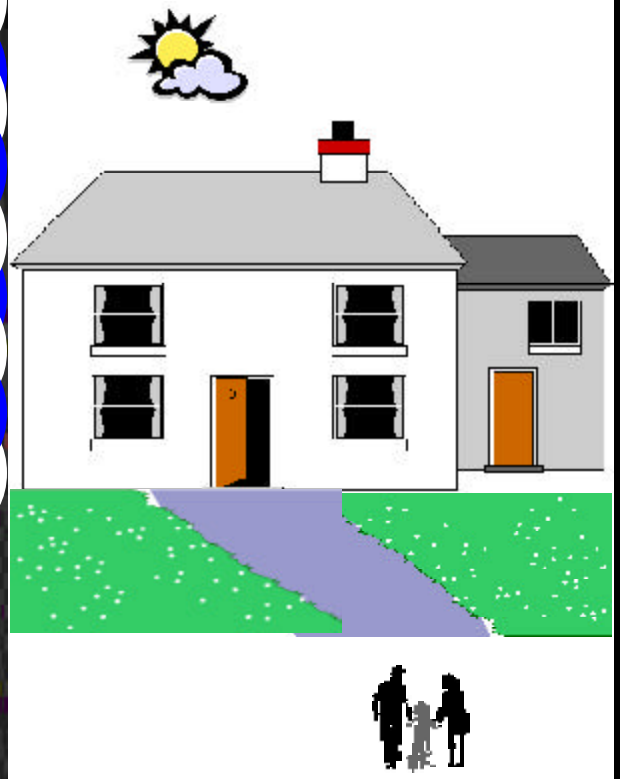
Field Office
Northern Kentucky Field Office
City Building, Suite 401
636 Madison
Covington, KY 41011
(859) 292-2935
Fax: (859) 292-2938

The Kentucky Commission on Human Rights affords all persons equal employment opportunity and equal access to services without regard to race, color, national origin, disability, age, sex, or religion.
This publication may be available in other formats for the disabled.

Printed with state funds 10/01

KENTUCKY

What Kentucky's Fair Housing Law Means



Rights and responsibilities of property managers, owners, and housing customers under the Kentucky Civil Rights Act

Commission on Human Rights

WHAT HOUSING IS COVERED

Real property, (home, apartments, lots, etc.) rented or sold, whether by or through a real estate broker, sales agent or operator, or directly by the owner.

EXEMPTIONS INCLUDE:

The rental of an owner-occupied duplex or one room in a private home; the sale of property without help from a real estate dealer and without public advertising; and rental of church-owned housing to the extent of giving preference to those of that religion.

Refusal to rent on the basis of sex if:

♦ A single sex dormitory; the landlord chooses not to rent to unmarried couples; or the landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility; it can be demonstrated that gender-based exclusions are necessary for reason of personal modesty or privacy.

Refusal to rent on the basis of familial status if:

♦ Housing is intended as housing for older persons: occupants 62 years of age or older; or 80 percent of all units in the facility have occupants 55 years of age or older and special services for older persons are provided.

WHO IS COVERED

*Real estate operators, brokers and agents
*Savings & loan associations, mortgage lenders, banks, or other financial institutions
*Apartment house agents
*Rental agents
*Builders, contractors and developers
*Owners of building lots
*Advertising media
*Home owners advertising and selling their own home
*Multiple listing services/ real estate related organizations
*Insurers and agents

EQUAL HOUSING OPPORTUNITIES

♦With the passage of the Fair Housing Law in 1968, Kentucky established a public policy of encouraging fair treatment and equal housing opportunities for all persons, regardless of race, color, religion or national origin.

♦The General Assembly said that discrimination against an individual represents an affront to the dignity of the individual against whom it is directed, intensifies group conflicts, and is detrimental to the public health, safety and welfare.

♦In 1972, the General Assembly broadened this law by eliminating all major exemptions and thus covering virtually all housing in Kentucky. Discrimination in the public sale or rental of an individual home by the owner was prohibited. In 1980, the General Assembly again broadened the law to prohibit sex discrimination in housing.

♦In 1992, the General Assembly expanded the law to prohibit familial status and disability discrimination in housing.

♦The Kentucky Fair Housing Act provides equal opportunity to all who buy, sell, rent, finance or insure housing. It expands the real estate market by making all housing and property available to all Kentuckians. It protects the individual's basic right to choose where to live.

♦KCHR regulation require this pamphlet be provided to owners and customers at the time of sale, purchase, rental or financing of property.

ENFORCEMENT

The Kentucky Commission on Human Rights (KCHR):

¨ Receives complaints which must be filed within one year of the alleged discrimination.

♦Investigates the complaints and determines whether discrimination has occurred.

♦Attempts to eliminate discriminatory acts through conference, persuasion and conciliation.

♦Enters into conciliation agreements which are enforceable in court.

♦Holds public hearings on complaints where discrimination has occurred if conciliation attempts fail.

♦Issues court-enforceable cease and desist and affirmative action orders.

♦Assesses damages and/or civil penalties when appropriate.

COMPLAINTS

If you believe you have been discriminated against on the basis of race, sex, color, religion, national origin, familial status or disability:

1. Keep copies of advertisements, letters or other relevant information.
2. Record your experiences. Write down names of individuals involved, all significant conversation and any incidents that may indicate discrimination.
3. Contact the offices of the Kentucky Commission on Human Rights.

Incidents of discriminatory treatment or attempts to promote panic-selling should be reported to KCHR.

WHAT THE LAW PROHIBITS:

Kentucky's Fair Housing Law forbids discrimination in housing because of a person's race, color, religion, national origin, sex, disability, or familial status. It also forbids retaliation.

It is unlawful for a real estate operator, broker, or sales agent:

♦ To refuse to sell, rent, lease or exchange real property for discriminatory reasons.

♦ To refuse to receive or transmit good faith offers to purchase or rent.

♦ To deny any services or facilities relating to real property transactions.

♦ To represent that real property is not available for inspection, sale or rental when in fact it is.

♦ To retain a listing with the understanding that the seller plans to discriminate.

♦ To discriminate in the terms or conditions of sale or rental.

♦ To engage in the tactics and practices of panic-selling; to represent that the racial composition of a neighborhood may change or that property values may lower; or make similar false and misleading statements.

It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any housing rights.

It is unlawful for a financial institution:

♦ To discriminate in the granting, rates, terms, conditions or services of financial assistance in real estate transactions.

♦ To discriminate in the making or purchasing of loans.

It is unlawful for an insurance agent:

♦ To discriminate in terms, conditions, or privileges of insurance against hazards to a housing accommodation.

It is unlawful for a multiple listing service/real estate organization:

♦ To deny access or restrict membership or participation for discriminatory reasons.

HOUSING

NOTICE

Change in Voucher Bedroom Size

Effective April 1, 2005, Kentucky Housing Corporation's (KHC) changed their policy on occupancy standards which determines the number of bedrooms a family is eligible for which also impacts the amount of housing assistance a family receives.

This serves as notification that you may or may not be eligible for the same bedroom size that you are currently eligible for. If the bedroom size you qualify for decreases due to the new occupancy standards, it could significantly lower the amount of housing assistance KHC will pay on your behalf.