

Section 8 Housing Choice Voucher Program

Landlord

Orientation Booklet

Housing is a basic human need...

We believe that housing is much more than having a roof over one's head. Having a home instills a sense of safety and security, creates individual pride and provides a place for families and friends to share and grow.

MISSION

“We invest in quality housing solutions for families and communities across Kentucky.”



Kentucky Housing Corporation prohibits discrimination in employment on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age, disability or veteran status.

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Thank you for your interest in Kentucky Housing Corporation's (KHC) Housing Choice Voucher Program (HCV).

We hope the material provided to you in this booklet is helpful and answers all your basic questions regarding the HCV program.

We would like to take this opportunity to introduce RentCafe' Landlord Portal. Once you have become a HCV participating landlord you will have access to the following information:

- Confirm your information, such as e-mail and phone numbers, to ensure quality communication with less phone time.
- Access your information at any time.
- View your billing and payment transactions.
- E-mail correspondence. Landlords must maintain a current email address with KHC.

How the Program Works

Tenant Based Rental Assistance

Tenant Based Rental Assistance (also known as Section 8 Rental Assistance) allows recipients to locate and rent a house, duplex, apartment or mobile home on their own using a HCV, as long as the dwelling meets U.S. Department of Housing and Urban Development (HUD) guidelines. HUD pays a portion of the resident's monthly rent to their landlord and the resident pays the remainder, which is usually 30 to 40 percent of their income. There is a waiting list for this program.

This program is administered by KHC in 87 counties throughout the Commonwealth, usually in counties where there is no local housing authority. KHC offers the Mainstream and Family Unification Program (FUP). The Mainstream and FUP programs are referral based assistance programs through the Department of Child Based Services and the Balance of State Continuum of Care Agencies. KHC administers 118 of 120 counties for the Mainstream and FUP programs.

KHC receives funding from HUD, which is used to pay rent to owners on behalf of the program families.

As program administrator, KHC reviews all paperwork associated with the rental assistance program, beginning with the application process and ending at the time the family leaves the program. When KHC receives an application from a family, their information is reviewed for income eligibility. As funding is appropriated, families at the top of the waiting list are mailed notification letters. At this time, the family begins to work with KHC staff to collect the verifications required by federal regulations.

When the family selects a unit, KHC Compliance Inspectors conduct a housing quality standard inspection on the unit. After KHC processes all of the applicable paperwork and the unit passes inspection, housing assistance payments begin. KHC conducts biennial inspections of the unit and reviews family information annually as long as they remain program participants.

All applicants for this program must meet income requirements and have not participated in drug-related or violent criminal activity within the past three years. All applicants listed on the lifetime sex offender registry are excluded from program participation. Applicants are also excluded if any member of the household has ever been convicted of manufacture or possession of methamphetamine on the premises of federally assisted housing.

Interested persons should contact KHC at (877) 552-7368 or visit the website at www.kyhousing.org or email hvcustomerservice@kyhousing.org

Benefits for Owners

1. Your participation will help fill your vacancies with tenants who are looking for a place to live. KHC provides tenants with a list of participating owners in the area they wish to live. If you would like to be included on a list for participating landlords please email KHC at hcvrentcomps@kyhousing.org.
2. You will be helping families and individuals in your community with housing needs by placing them in safe, secure, sanitary and decent housing.
3. Landlords are encouraged to use their screening criteria for your tenants.
4. Landlords must comply with all Federal/State Fair Housing Laws.
5. You set the amount of security deposit closely equal to the amount set by other owners in your area. KHC does not pay security deposits. You must use your own lease in addition to the HUD Tenancy Addendum.
Your lease must contain the following for a HCV participant:
 - Must be a 12 month lease - The HCV program guidelines prohibit families from relocating with continued rental assistance during the initial term of the lease unless the owner agrees to a mutual termination of the lease.
 - Name of Owner and Tenant, signed and dated
 - Rent Amount
 - Physical Unit address
 - Utility/Appliance Responsibility
6. The tenant's rental assistance payment from KHC (referred to as the Housing Assistance Payment or HAP) comes directly to you via direct deposit.
7. Risks of losing rent payments are reduced since the tenant's portion of rent is based on their income. It is a violation of the family's responsibilities in the program if the family fails to make timely rent payments.
8. Biennial HQS Inspections assist the landlord with identifying areas that need repair and maintain the overall quality of the unit.

How We Work Together

KHC

- Provides subsidized housing solution to tenants
- Provides HAP to owners

Tenant

- Provides KHC with information to verify and certify eligibility and determine amount of rent
- Receives voucher
- Finds housing, pays portion of rent required and follows lease requirements
- Complies with tenant obligations
- Cooperates with KHC during unit inspections and annual recertification

Owner

- Is responsible for tenant selection and leasing
- Leases unit to tenant
- Receives HAP
- Complies with program requirements
- Maintains property
- Performs normal owner responsibilities during the lease term (maintenance, rent collection, etc.)

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

Step-by-Step Program Guidelines

1. Tenant applies for rental assistance with KHC and is placed on the waiting list or KHC receives a referral packet (special programs that may bypass the waiting list).
2. Once the tenant's name reaches the top of the waiting list, eligibility must be determined.
3. Once eligibility is determined, tenant is issued a voucher if eligible.
4. Tenant independently searches for housing.
5. As an owner, you conduct your own tenant screening.
6. You and the tenant sign all lease documents. In addition to your own lease, you must also use a HUD's Tenancy Addendum.
7. The unit must be inspected and pass housing quality standards.
8. Once the unit passes inspection, KHC will begin paying rental assistance while prorating the first month's rent if applicable. The tenant will be responsible for the rent up to the point the unit passes inspection.
9. The tenant is required to pay the amount of rent determined by KHC. The tenant may not at any time pay more than the amount approved by KHC.
10. The contract rent can not be increased within the first year of the lease. Rent increases must be approved by KHC prior to effective date.
11. You and your tenant will each assume the responsibilities of any tenant/landlord arrangement according to the lease, HAP Contract and Tenancy Addendum.
12. Units are inspected at least biennially and tenant income must be re-certified annually.

Make sure it passes!



Make sure the home is ready for inspection!

Things you can do to make sure the home is ready for inspection:

- Do a walkthrough of the unit before leasing up.
- Make sure all utilities are on.
- Make sure all appliances are present and working.
- Make sure smoke detectors are on every habitable area of the home / within 8 feet of bedroom doors.
- If the home has gas/propane appliances or an attached garage, a CO detector must be in the home.

Check the following conditions!

- Bathrooms need a window or fan
- Electrical outlet/switch covers must be present and in good condition
- 3-prong outlets must be grounded
- Windows must work as designed
- Windows should not be broken
- Windows must have locks
- Water heater must have a discharge line
- No exposed electrical wires
- No infestations of pests
- Bedrooms must have a window
- No double key deadbolt locks allowed
- No water leaks
- No ventless gas heat sources allowed in unit
- If the home was built before 1978 and children 6 and under will be living there, make sure there is no chipping paint. Failure to do so will require a lead-based paint clearance test.
- Handrails where there are four or more steps.
- Railings around porch/balcony at or above 30".



If the unit passes inspection on the first attempt, the rental assistance will start quicker. In most cases, the rental assistance starts the day the home passes inspection.

Passing on the first attempt yields more money to the owner and quicker housing for the tenant.

Passing the initial inspection on the first attempt will start your assistance sooner.



VIRTUAL PRE-INSPECTIONS!

Landlords,

If you'd like a KHC inspector to preview your unit before signing lease up documents or before the unit has an official inspection, we can help. If you have questions about a unit, we've got an answer!

The pre-inspection will be conducted via FACETIME or Google Duo and will be for educational purposes only. This will not be a substitute for an official inspection.

To schedule your pre-inspection, contact our inspection staff.



INSPECTOR –
DUSTIN CLARK

SCHEDULER –
HCVHQS@KYHOUSING.ORG
OR
502-601-0501

TUESDAYS/THURSDAYS
8-10 AM CENTRAL
9-11 EASTERN

INSPECTIONS ARE
COMPLETED VIA FACETIME
OR GOOGLE DUO

CONTACT US TO SCHEDULE
YOUR PRE-INSPECTION
TODAY!

KHC

1231 Louisville Rd
Frankfort, KY 40601

[https://www.kyhousing.org/
Partners/Inspections-and-
Compliance/Pages/Inspector
s.aspx](https://www.kyhousing.org/Partners/Inspections-and-Compliance/Pages/Inspector.s.aspx)

LANDLORD INFORMATION NOTICE

The following is a review of some basic guidelines for Kentucky Housing Corporation (KHC) Housing Assistance Payments (HAP) program:

ELIGIBILITY/INELIGIBILITY for HAP:

A landlord is eligible to receive HAP for a unit that has been determined rent reasonable and has passed a Housing Quality Standards (HQS) inspection. HAP will, under no circumstances, be paid prior to a unit passing HQS inspection, regardless of the date the family moves into the unit.

A unit/landlord may be determined ineligible for HAP if:

- The family moves out of the unit.
- The owner evicts the family. If the owner pursues a court-ordered eviction, KHC will continue to pay HAP until the effective date of the eviction or the family moves from the unit.
- The owner is in non-compliance with any terms of the HAP contract or has committed fraud.
- KHC terminates assistance for the family or the family is required to move due to overcrowding.
- The unit does not pass HQS (abatement).

KHC is required to give a landlord a 30-day notice when stopping HAP unless the family is not currently under lease, has moved without notice to KHC, or the unit has been abated.

ABATEMENTS:

If a unit fails biennial inspection, the inspector will complete a HQS Summary form that lists each fail item. The repairs must be completed prior to the re inspection date listed on the form. If the re inspection is completed and the unit still fails, U.S. Department of Housing and Urban Development (HUD) regulations require that HAP be abated (stopped.) The effective date of the abatement is listed on the HQS Summary. An extension may be requested by the owner for additional time to complete repairs. Please contact the inspector listed on the HQS Summary prior to the re inspection date to determine if the unit is eligible for an extension. The abatement continues until all repairs are complete.

If abated, the family will be issued a voucher to move into a new unit. The family will be responsible for the full amount of contract rent if they remain in the unit beyond the effective date of the abatement.

If the repairs are completed during the abatement period (after the second failed HQS inspection), the owner must contact the coordinator listed on the second failed HQS Summary to request a re inspection. The re inspection will be allowed if the effective date of the abatement has not passed. If the unit passes re inspection, payments will resume on the date the unit passes HQS inspection.

If the re inspection is requested after the effective date of the abatement and the family chooses to stay in the unit, all new leasing documents will be required. This will include the rent reasonableness process, which could result in a lower contract rent amount for the unit. Payments will only resume once the lease up process has been completed and the unit passes inspection.

RECOUPMENTS and REMITS:

Amounts paid to owners for which they are not entitled by contract and/or regulation will be recouped. Amounts paid on behalf of any participant may be reduced to recoup overpaid amounts. In addition, overpaid amounts may be recouped through legal channels.

Following is a list of examples of some reasons HAP will be recouped:

- Abatements – HAP will stop on the last day of the month when a unit has failed a HQS reinspection.
- Move Without Notice/Deceased Tenants – HAP will stop on the last day of the month the tenant moves without proper notification or is deceased.
- Lease Cancellations – HAP will stop the date of the lease cancellation.
- Voluntary Withdraw – HAP will stop the effective date of the voluntary withdraw notice.

Due to the timing of notification to KHC and/or the check run process, payments may inadvertently be made for which you are not entitled and those payments must be returned to KHC.

OWNER DENIAL:

An owner/agent may be denied participation with the KHC HCV program if they:

- Owe KHC for any previous or current overpaid assistance. The overpaid assistance must be paid in full or arrangements made with KHC to make repayment prior to participation approval with the program.
- Have drug-related or violent criminal charges, or is a registered sex offender.
- Have committed violation(s) of the HAP contract, repeated HQS violations, fraud, bribery, or any other criminal act with connection to any other federal housing program.
- Are denied participation by HUD.

TERMINATION OF TENANCY BY OWNER

The owner shall not terminate the tenancy of the family except for:

1. Serious or repeated violation of the terms and conditions of the lease;
2. Violation of federal, state or local law which imposes obligations on a family in connection with the occupancy or use of the dwelling and surrounding premises; or
3. Other good cause. However, during the first year of the term of the lease, owner may not terminate the tenancy for "other good cause" unless the termination is based on malfeasance of the family. Examples of "other good cause" for termination of tenancy by owner include:
 - a) Failure by family to accept the offer of a new lease;
 - b) Family history of disturbance of neighbors or destruction of property or of living or housekeeping habits resulting in damage to the unit or property;
 - c) Criminal activity by family members involving crimes of physical violence to persons or property;
 - d) Owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - e) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).

This list of examples is intended as a statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list. The owner may not terminate the tenancy during the first year of the term of the lease pursuant to section 43.0, paragraphs (3)(a),(3)(d) or (3)(e).

- Owner may evict family from the unit only by providing the family with a written 30-day notice and proceeding with a court action if the family does not vacate the unit. Owner must notify KHC in writing of the commencement of procedures for termination of tenancy simultaneously to giving notice to family under state or local law. The notice to KHC may consist of a copy of the notice to family and/or court judgment.
- **If the owner has started eviction proceedings and the family continues to live in the unit, KHC will continue to pay the owner until a court judgment or other process allows the owner to evict the tenant.**
- Any notice in this section may be combined with and run concurrently with any notice required under state or local law.

REVIEW OF OWNER'S LEASE

KHC staff will not be responsible for thoroughly reviewing each owner's lease for legally acceptable content. The HUD tenancy addendum is required for this issue. However, should an item come to our attention, we will require the owner to strike it or add it to the lease.

SECURITY DEPOSITS

The amount of the security deposits is set by the owner. However, it shall be comparable to (and not exceed) amounts paid by unassisted families renting from the owner. If the owner has no other tenants, it should not exceed local practice. When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

RENT AMOUNTS/ADJUSTMENTS:

Upon initial lease/transfer, the contract rent is limited by rent reasonableness and market rents established by HUD. KHC must demonstrate the contract rent is reasonable in comparison to rent for other comparable unassisted units. Contract rents may be decreased in accordance with HUD requirements. Adjustments in rent/rent increase for any unit must not result in any material differences between the rents charged for assisted and comparable unassisted units. If the unit does not meet the rent reasonableness test the unit is ineligible for a rent increase. The contract rent may not be increased within the first year of lease. The owner may request a rent increase annually after the first anniversary of the lease. The owner must give the tenant and KHC 60-day written advanced notice of the requested increase. The owner/landlord must notify KHC prior to notice to tenant to obtain the necessary forms to be signed by both the owner and tenant.

UTILITY ASSIGNMENTS:

The lease must specify what utilities/appliances are to be provided or paid by the owner or the tenant. Utility/appliance responsibility must not be changed in the first year of the lease. Any changes in responsibility after the first year of lease must be immediately reported to KHC to obtain a new HAP contract and lease.

ELECTRIC OUTLET TESTING:

All electrical outlets must be tested during inspections.

Housing built prior to 1975 will usually have ungrounded, two-pronged outlets. This is an acceptable type of outlet under the HQS requirements. An owner does not need to upgrade the electrical system of the unit (convert two-pronged outlets to three-pronged outlets) for the unit to pass a HQS inspection.

However, all three-prong outlets must be grounded to pass HQS inspection. Also, if GFCI (ground fault circuit interrupter) receptacles are present in the unit, they must work as they were designed.

LEAD-BASED PAINT:

HUD regulations require that KHC fail any unit with peeling/chipping paint that was built before 1978 and houses a child (ren) under the age of six years. Additionally, a clearance exam may be required before the unit can meet the pass status. When required, the clearance exam must be completed by an approved/certified inspector. The approved listing can be found at the Cabinet for Health and Family Services Web site, <http://chfs.ky.gov>, under Licenses, Permits and Certifications; Lead Detection and Abatement; Certified Companies.

BED BUG POLICY:

When a known or suspected bed bug infestation is reported in the assisted unit, KHC will review the lease between owner and tenant to determine who is responsible for extermination. If the responsibility is not noted in the lease, the situation will be reviewed to determine how the bed bugs entered the unit and who is required to provide extermination. If no determination can be made, it will be the owner's responsibility to provide extermination. It will take multiple treatments to eliminate the infestation. Documentation must be provided from a licensed pest control officer that all bed bugs have been eliminated prior to KHC staff entering the unit for future required inspections.

You may educate your tenants on practices to reduce the risk of re infestation:

1. Reduce clutter in the unit.
2. Wash all infested clothing, bedding, etc., in hot water and soap in a washing machine and dry on high heat.
3. Monitor all furniture that is brought into the unit.
4. Steam clean mattresses, furniture, etc. Purchase encasements for all mattresses and box springs.

Counties Served by Kentucky Housing Corporation

This is a list of Kentucky counties in which Kentucky Housing is authorized to administer Housing Choice Voucher rental assistance program.

Allen	Estill	Lincoln	Owen
Anderson	Fleming	Livingston	Owsley
Ballard	Fulton	Logan	Perry
Barren	Gallatin	Lyon	Powell
Bath	Garrard	Magoffin	Pulaski
Bracken	Grant	Marion (4)	Robertson
Breathitt	Grayson	Marshall	Rockcastle
Breckinridge	Hancock	Martin	Rowan
Bullitt	Hardin	Mason (5)	Russell
Butler	Hart	McCreary	Shelby
Caldwell	Henry	McLean	Simpson
Calloway	Hickman	Meade	Spencer
Carlisle	Hopkins (3)	Menifee	Todd
Carroll	Jackson	Mercer	Trigg
Carter	Jessamine	Metcalfe	Trimble
Christian (1)	Knott	Monroe	Union
Clark	Larue	Montgomery	Warren (6)
Clay	Lawrence	Morgan	Wayne
Crittenden	Lee	Muhlenberg	Webster
Daviess (2)	Leslie	Nicholas	Wolfe
Edmonson	Letcher	Ohio	Woodford
Elliott	Lewis	Oldham	

1. Outside City Limits of Hopkinsville
2. Outside City Limits of Owensboro
3. Outside City Limits of Madisonville
4. Outside City Limits of Lebanon
5. Outside City Limits of Maysville
6. Outside City Limits of Bowling Green

The Fair Housing Act

The Fair Housing Act is designed to promote equal housing opportunities for everyone, regardless of their race, color, religion, national origin, sex, familial status and disability.

The Act makes it unlawful to:

- Refuse to sell or rent a home for discriminatory reasons.
- Refuse to receive or transmit good faith offers to purchase or rent.
- Falsely represent the availability of housing.
- Advertise housing to preferred groups of people only.
- Discriminate in the terms or conditions of sale or rental.
- Refuse to make modifications of accommodations for a mental or physical disability, including persons recovering from alcohol and substance abuse and HIV/AIDS- related illnesses.
- Engage in panic-selling or represent that the racial composition of a neighborhood may change or that property values may lower.
- Harass, coerce, intimidate or interfere with anyone exercising or assisting someone else with their fair housing rights.
- Show homes only in certain neighborhoods.

KHC prohibits discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age, disability, familial, marital or veteran status with regard to fair housing and equal employment opportunity. Inquiries regarding sexual orientation or gender identity are prohibited for purposes of determining eligibility or otherwise making housing available.

To further its commitment to full compliance with applicable Civil Rights laws, KHC will provide federal/state/local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. This information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request from the rental assistance department.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in or otherwise be subjected to discrimination because KHC's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout KHC's offices in such a manner as to be easily readable from a wheelchair.

KHC'S offices are accessible to persons with disabilities. Accessibility for the hearing impaired is available at TTY 711.

LGBT Equal Access to HUD Programs



The U.S. Department of Housing
and Urban Development enforces
regulations that ensure its
programs are open to all
eligible individuals regardless
of actual or perceived sexual
orientation or gender identity.



www.hud.gov/lgbthousingdiscrimination

HUD's regulations requiring equal access to LGBT persons include the following:

- A general equal access provision which requires housing that is funded by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) to be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
- Clarification that the terms "family" and "household," as used in HUD programs, include persons regardless of actual or perceived sexual orientation, gender identity, or marital status;
- Prohibition on owners and operators of HUD-funded housing or housing insured by FHA from asking about an applicant's or occupant's sexual orientation or gender identity for the purpose of determining eligibility or otherwise making housing available; and
- Prohibition on FHA lenders from taking into account actual or perceived sexual orientation or gender identity in determining the adequacy of a potential borrower's income.

If you believe a housing provider or FHA-insured lender violated this rule or otherwise denied housing to someone because of actual or perceived sexual orientation, gender identity, or marital status, contact your local HUD office or HUD's Office of Fair Housing and Equal Opportunity for help at (800) 669-9777 or (800) 927-9275 (TTY).



www.hud.gov/lgbthousingdiscrimination

Kentucky Housing Corporation

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **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

Glossary

Rental Assistance Terms

Housing Assistance Payments Contract: A written agreement required by HUD. It is also called the Housing Assistance Payment (HAP) Contract. It establishes the amount of assistance KHC pays to the owner each month in the form of rent and utility allowance.

Housing Assistance Payment (HAP): Listed on the HAP contract, this is the amount of assistance provided by KHC to the owner each month.

Housing Choice Voucher: This program provides rental assistance through housing vouchers that allow participants to rent a house, duplex, apartment or mobile home of their choosing as long as it meets HUD guidelines and the owner agrees to participate in the program.

Housing Quality Standards: Safe, decent housing that meets housing quality standards (HQS) established by HUD. See *"Make sure it passes"* in this booklet for a sample list of items examined during HQS inspections.

Screening: The process of meeting and learning about the previous housing circumstances of potential tenants to ensure a responsible tenant is chosen to lease the unit.

Tenancy: The period of time a tenant occupies a unit.

U.S. Department of Housing and Urban Development (HUD): Department of Housing and Urban Development Act of 1965 created HUD as a federal agency. It is the agency that provides rental assistance in Kentucky through KHC and other local agencies. HUD establishes guidelines for tenants, owners and properties participating in rental assistance programs.

Utility Reimbursement Payment (URP): the amount KHC pays the family to help the family pay its utility bills. It is the amount by which the utility allowance exceeds the TTP.

Unit: The housing type (apartment, duplex, mobile home, etc.) selected by the tenant.

Voucher subsidy: The amount of assistance KHC will pay through the Housing Choice Voucher Program to assist tenants in renting safe, decent housing.



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