



VOUCHER PAYMENT STANDARD SCHEDULE

EFFECTIVE
January 1, 2025

	SRO	0BR	1BR	2BR	3BR	4BR	5BR	6BR	7BR
METROPOLITAN FMR AREAS									
Bangor HMFA	790	1054	1136	1452	1861	1927	2216	2506	2794
Cumberland HMFA	933	1244	1383	1814	2278	2773	3189	3605	4021
Lewiston-Auburn MSA	726	969	1073	1369	1796	1992	2290	2589	2889
Penobscot HMFA	666	889	932	1224	1542	1826	2099	2373	2647
Portland HMFA	1137	1516	1719	2212	2710	3039	3494	3950	4406
Sagadahoc HMFA	792	1057	1191	1463	2051	2458	2826	3195	3563
York HMFA	923	1231	1390	1712	2262	2492	2865	3239	3612
York-Kittery-South Berwick HMFA	1054	1406	1589	2049	2654	3442	3958	4475	4990
NONMETROPOLITAN COUNTIES									
Aroostook	579	773	833	1045	1432	1491	1715	1938	2162
Franklin	619	826	919	1205	1591	1598	1838	2077	2317
Hancock	834	1112	1118	1322	1746	1753	2016	2279	2542
Kennebec	724	966	973	1252	1570	1878	2158	2440	2722
Knox	666	888	1096	1295	1618	1977	2273	2570	2867
Lincoln	892	1190	1213	1368	1807	1813	2085	2357	2630
Oxford	678	904	910	1194	1564	2005	2306	2607	2908
Piscataquis	612	817	908	1191	1435	1588	1826	2064	2303
Somerset	693	925	1002	1158	1485	1661	1909	2159	2407
Waldo	780	1040	1047	1340	1733	1863	2142	2422	2701
Washington	580	774	860	1128	1581	1695	1949	2203	2457

Amounts include the cost of utilities

Family Certification of Briefing

This is to certify that on this date I have completed a family briefing for the Housing Choice Voucher Program. The items below have been explained to me by a MaineHousing representative. I understand that should I need further explanation on any or all of these items, it is always available to me in person, by telephone or in writing:

- ☐ A description of how the Housing Choice Voucher Program works.
- ☐ My responsibilities to the landlord.
- ☐ My family obligations to MaineHousing.
- ☐ How the Housing Assistance Payment (HAP) is determined for my family.
- ☐ How MaineHousing determines the maximum rent for a unit.
- ☐ The length of the term of my voucher and the policy for extensions
- ☐ An explanation of portability and the procedures for exercising portability.
- ☐ MaineHousing's policy on providing information to prospective landlords.
- ☐ How MaineHousing determines a family's unit size.
- ☐ An explanation of the grounds for termination of assistance.
- ☐ When and how I am required to report any and all family member income and/or family composition changes **in writing** within **14** calendar days of the change to MaineHousing.
- ☐ Requirements surrounding Housing Quality Standards Inspections.

The following documents have been provided to me on this date:

- | | |
|--|--|
| <input type="checkbox"/> The Family Handbook | <input type="checkbox"/> Home to Stay Family Obligations Addendum |
| <input type="checkbox"/> Protecting Tenants at Foreclosure Act | <input type="checkbox"/> Family Certification of Briefing |
| <input type="checkbox"/> A Good Place to Live! | <input type="checkbox"/> Protect Your Family From Lead in Your Home |
| <input type="checkbox"/> The Landlord Packet | <input type="checkbox"/> Maine Housing Family Self-Sufficiency Program |
| <input type="checkbox"/> The Family Information Sheet | <input type="checkbox"/> Are You a Victim of Housing Discrimination? |
| <input type="checkbox"/> Reasonable Accommodation Policy | |

It is my responsibility to locate suitable and eligible housing before the expiration date of my voucher, and to notify MaineHousing if I am having difficulty. I understand the rules of the program and will comply with them as long as I participate in the program.

Applicant Signature

Date: _____

Additional Household Adult Signature

Date: _____

Additional Household Adult or Translator (*specify*)

Date: _____

LANDLORD PACKET

Thank you for participating in the Housing Choice Voucher Program!

If you have questions, please do not hesitate to contact us at **(207)624-5789** or **1-866-357-4853**

***FAX** documents to **207-624-5713**

***EMAIL** documents to **section8hcv@mainehousing.org**

- **It is very important that you and the tenant take your time with this packet and be sure to complete each form.**
- **You will note that some forms are signed by the landlord only, and some must be signed by both the tenant and landlord.**

When we receive this packet, it must contain the following completed forms:

1. **Request for Tenancy Approval** - It is crucial that you fill out ALL sections of this form. This is a 2-page form and must be completed, signed and dated by both parties.
2. **Relative Policy**
3. **Lead Paint Hazards** – This is a Federal law. PLEASE take your time and be sure to complete all applicable check-off boxes and signatures. **NOTE:** This disclosure is required for properties built before 1978.
4. **IRS Form W-9** – The name and Taxpayer Identification Number given on this form is who the check must be made payable to, and who the Form 1099 will be sent to.
5. **Owners Information**
6. **ACH Transfer/Deposit form** – to sign up for payments via direct deposit, please complete this form.
7. You must also provide a **SAMPLE copy of the lease** you intend to use. This is for our review only, and must NOT be signed and executed. **Please see Notice to Landlords, which outlines what HUD requires the lease to contain.** After the unit passes, inspection and we determine the actual move-in date you will be asked to execute a lease. Program regulations require a 12-month lease.

Other documents included in this packet:

- **Notice to Landlords** – Provides important information concerning the inspection and payment process.
- **HCV Move-In Inspection Checklist** – Provides important information concerning the inspection requirements
- **Landlord Resources** – Provides listing of MaineHousing resources available to landlords
- **VAWA** – Provides important information regarding a landlord's obligations under the Violence Against Women Act (VAWA)

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

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

11. Utilities and Appliances

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

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

12. Owner's Certifications

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

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

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

c. Check one of the following:

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

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

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

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

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

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

Landlord / Tenant Declaration of the RELATIVE POLICY

I, _____ (tenant) declare that I do not/will not receive housing assistance while residing in a unit owned by a relative (defined as a parent, child, grandparent, grandchild, sister or brother) of **any member** of my household, unless MaineHousing has determined (and notified) the Owner and the family of having approved rental of the unit, notwithstanding such a relationship, provided under a reasonable accommodation for a family member with disabilities.

_____ I, (tenant) am not/will not be renting from a relative of any of my family members.

_____ I, (tenant) will be renting from a relative with a reasonable accommodation approved by MaineHousing.

_____ I, (landlord) am not/will not be renting to a relative of any family members.

_____ I, (landlord) will be renting to a relative with a reasonable accommodation approved by MaineHousing.

Tenant Signature

Date

Landlord Signature

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



For Office Use Only:

☐ New ☐ Update ☐ No Change

Tenant Name _____

☐ Owner Forms to FS OS Initials _____

Owner Information

IMPORTANT: This document does not take the place of IRS Form W-9.

***All payments will be direct deposited once account information on the ACH Transfer/Deposit form is processed.**

Name: _____

****Name must match tax ID on S.S. card or tax ID award letter****

Physical Address: _____

Mailing Address: _____

SSN or Tax ID: _____

Phone Number: _____

May we send text messages to this number? ☐ Yes

Email Address: _____

Property Manager Information

Name: _____

Mailing Address: _____

Phone Number: _____

May we send text messages to this number? ☐ Yes

Email Address: _____

Mail Correspondence & Payments to: ☐ Owner or ☐ Property Manager

Mail 1099 to: ☐ Owner or ☐ Property Manager

MaineHousing now can do remote video inspections.

Do you have the ability to FaceTime? ☐ Yes or ☐ No

☐ Owner ☐ Property Manager

Signature

Date

Additional Information (optional)

Would you like to list your rental properties on MaineHousingSearch.org?

☐ Yes ☐ No ☐ Already Listed

- MaineHousing refers all potential tenants to www.mainehousingsearch.org to locate available housing. This is a free online rental listing service that links people who need housing with the housing they need. Tenants can search on line or call 1-877-428-8844 for customer service assistance.
- If you checked Yes, MaineHousing will provide your contact information to Socialserve and a representative will contact you directly to gather the information needed to list your units. Socialserve will then contact you periodically to update the vacancy status of your rental units or you can register directly at mainehousingsearch.org and manage your own account.

HCV/STEP - ACH Transfer/Deposit – Mandatory

- **Please note: Direct Deposit is required to receive payment.**
- **Please include a void check (*not* a deposit slip) - thank you!**

Directions:

- To sign up for Direct Deposit, please complete Sections 1 and 2 and return this form to Maine State Housing Authority at the address below.
- Payees must notify Maine State Housing Authority of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (must match IRS Form 1099)	B TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO)	C DEPOSITOR ACCOUNT NUMBER <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
CITY STATE ZIP CODE	Maine State Housing Authority 26 Edison Drive Augusta, ME 04330 Phone (207) 626-4600 Fax (207) 624-5713 Attn: HCV Program You may return via email to: hcvfinancial@mainehousing.org	
TELEPHONE NUMBER AREA CODE		
PAYEE/JOINT PAYEE CERTIFICATION I certify that I will receive IRS form 1099 and am entitled to the payment and that In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		
SIGNATURE		DATE
SIGNATURE		DATE

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION	ROUTING NUMBER Check Digit <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
	DEPOSITOR ACCOUNT NAME (will not receive IRS Form 1099 if different from box A)

Your Email: _____

SECTION 3 (FOR OFFICE USE ONLY)

RECEIVED BY (INT)/ DATE	ENTERED BY (INT)/ DATE	MONTH OF FIRST ELECTRONIC TRANSFER	
DATE PRE-NOTED IN KTT	PRE-NOTE EXP DATE	NEW OR UPDATE	ACH ID#

NOTICE TO LANDLORDS

MaineHousing screens only for program eligibility. Landlords are responsible for their own tenant screening.

Upon receipt of the enclosed Landlord Packet, MaineHousing will verify the eligibility of the unit and schedule an inspection within 15 days.

After the unit passes inspection and we determine the actual move-in date, you will be asked to execute a lease with the tenant and a Housing Assistance Contract with MaineHousing.

The Housing Assistance Payment (HAP) Contract will be supplied to Landlord for signature as it is a contract between MaineHousing and the Landlord.

MaineHousing will also supply the landlord with a copy of the required Violence against Women Act (VAWA) Lease Addendum which must be signed by the tenant and landlord and returned to MaineHousing with the HAP contract.

The Lease must be supplied by the Landlord as it is a contract between the Landlord and Tenant. MaineHousing is not a party to the lease and therefore cannot enforce it.

The lease must contain the following items:

- Landlord and Tenant Names
- Unit Address
- Lease effective date (This must coincide with the Housing Assistance Payment Contract)
- Lease term (including initial term of 12 months and provisions for renewal)
- Contract Rent Amount
- Tenant and Landlord signatures

IMPORTANT PAYMENT INFORMATION:

MaineHousing can start payment on a unit once it passes a Housing Quality Standards Inspection. However, HAP payments cannot be issued to an Owner until an executed HAP Contract VAWA Addendum and Lease are received by MaineHousing.

Please note that MaineHousing issues HAP payments at the beginning of the month only. Therefore, HAP payment will be made to an Owner at the beginning of the month following the receipt of the executed HAP Contract VAWA Addendum and Lease

Housing Choice Voucher Program

Move-In Inspection Checklist

This checklist is designed to offer the owner a preview of the items which will be covered during a typical move-in inspection. It should be remembered that this checklist is a general guide and may not contain every item in a home. In addition, the items may vary by the type of home to be inspected.

FOUR THINGS TO REMEMBER WHEN SCHEDULING A MOVE-IN INSPECTION:

1. THE OWNER OR OWNER'S REPRESENTATIVE MUST BE PRESENT DURING THE INSPECTION
2. THE HOME SHOULD BE VACANT; AN INSPECTION WILL NOT BE CONDUCTED IF THE PRIOR TENANT IS STILL LIVING IN THE UNIT
3. ALL UTILITIES MUST BE TURNED ON AT THE TIME OF INSPECTION (ELECTRICITY, WATER, GAS, ETC)
4. ALL BASEMENTS, GARAGES AND OUT BUILDINGS MUST BE OPEN AND ACCESSIBLE FOR INSPECTION

General Inspection Criteria (these apply to each room as necessary)

Interior and Exterior Surfaces	No chipping paint, peeling paint, peeling wallpaper, paneling, etc.
Licensed Trades	All work on units must be completed by a state licensed professional, if so required by law. This includes, but is not limited to, electrical, plumbing and oil & solid fuel, as applicable
Walls	Plaster, drywall, paneling and framing materials must be sound with no holes
Ceilings	No leakage, major staining, sagging, holes or other damage
Windows	Must be in good working condition, solid and intact (For bedroom windows see Page 3)
Window screens	If present, must be in good condition
Interior doors	Must work and be in good condition
Exterior doors	Must be weather tight, lockable, have a threshold and all trim intact
Floors	Must be in a clean finished state; free of holes and trip hazards
Wood floors	Must be sanded smooth and finished, no raw wood, subfloors, concrete; all floors should have some form of baseshoe, trim or sealing
Security	Exterior doors must lock. First floor or other accessible windows must lock
Sinks	Must have shutoff valves unless faucets are wall mounted, gas traps, stoppers and no large cracks or stains

Living room (mandatory room)

Electricity	Must have at least two working outlets or one working outlet and one permanently installed light
Window (mandatory)	Must have at least one window

Bathroom (mandatory room)

	Electricity	Must have at least one permanently installed light
	Flush toilet	Must work with no leaks or constant running, be sanitary with no cracks on lids, seats or main body
	Tubs and showers	Must be fully operable, sanitary, properly caulked or sealed with no cracks and have a surround in good condition
	Ventilation	Must have a working vent fan with clean filter or an openable window

Electrical

	Ground-fault circuit-interrupter (GFCI) protection	Must be installed for all outlets in bathrooms, outlets installed to serve countertops in kitchens, outdoors (must also be covered), crawl spaces, garages and accessory buildings located at or below grade, sinks in areas other than the kitchen where receptacles are installed within 6 feet of the outside edge of the sink
	Romex type plastic wiring	May not be exposed in a living area
	Electric hazards	Open junction boxes, ungrounded three-prong outlets, cracked or missing outlet or switch covers, missing globes or light bulbs, missing knockouts, dangling unsecured wires and other electric hazards are not allowed anywhere in the unit including basements

Heating and Plumbing

	Unvented space heaters	Never allowed (except electric)
	Boilers or furnaces	All oil or gas fired units must be serviced each year and a current tag placed at the unit by the technician who did the work
	All heating equipment	Must be compliant with all applicable codes
	Water	Must be from an approvable system, have no odor or color; hot and cold water is required at all sinks and tubs/showers
	Sewer	Must have no leaks or smell of sewer gas and be connected to an approvable public or private disposal system
	Water heater	Must be code compliant and have a pressure relief drain line installed to within 6"-12" of the floor
	Wood, wood pellet heat	Must meet all state and local codes

Kitchen (mandatory room)

	Electricity	Must have at least one working outlet and one permanently installed light
	Outlets	All outlets along or serving the kitchen counters and within 6 feet of the outside edge of a sink must be GFCI protected
	Stove or range w/oven	Must be clean and in working order
	Range hood (if present)	Must be operable and have a clean filter
	Refrigerator	Must maintain adequate temperature to protect food, freezer must work
	Cabinets, counter space	Must have adequate area to prepare, store and serve food

Bedrooms

	Electricity	Must have at least two working outlets or one working outlet and one permanently installed light
	Window (mandatory)	<p>Bedroom must always have one window that functions as designed.</p> <ul style="list-style-type: none"> • If the unit is fully sprinkled the window does not have to meet egress requirements per NFPA 101 Life Safety Code. • If unit not sprinkled, the window must meet NFPA 101 Life Safety Code as stated in the paragraphs below. <p>Any building constructed after 1976 shall be required to comply with the requirement to provide 5.7 square feet of net clear opening with a minimum width of 20" and a minimum height of 24". The window shall also meet all other requirements for egress windows contained in NFPA 101 Life Safety Code. Any replacement windows installed in a building constructed after 1976 shall be required to meet the net clear opening of 5.7 square feet. This shall be measured with the window in its natural open position.</p> <p>Any building constructed before 1976 will be allowed to meet the following specifications. The net clear opening would be allowed to meet the minimum 20" in width and 24" in height with a total net clear opening of 3.3 square feet; if the window is constructed of wood or vinyl and the overall window sash size meets a minimum of 5.0 square feet. The window shall meet all other requirements for an egress window as specified in NFPA 101 Life Safety Code as adopted by the Office of State Fire Marshal. Any replacement window installed in a building constructed before 1976 shall meet the same requires as the existing windows and shall not reduce the existing net clear opening below the minimum requirements.</p>
	Carbon monoxide detector	There must be a carbon monoxide detector within 15 feet of each bedroom that is powered by both the electrical service in the building and a battery; or a non-replaceable 10-year battery

Building Exterior and Structural Integrity

	Roofing	Roofs on all buildings including, garages, barns, sheds and outbuildings must be leak free, show no signs of advanced aging or deterioration
	Siding	All buildings must have continuous siding with no major holes or tears
	Yard and grounds	Must be maintained in reasonable condition
	Guardrails	Must be installed wherever falling hazards are approximately 30 inches or more above the ground
	Drainage	Proper interior and exterior drainage system must be present which prevents pooling water and development of mold, rot, etc.
	Structural Integrity	All structures associated with the unit must be sound with no evidence of collapse or potential for injury or death
	MOBILE HOMES ONLY	Manufactured homes must have proper HUD approved tie-down devices capable of surviving wind loads common to the area
	Numbering	All units and buildings must be clearly and properly numbered

Health and safety

Smoke detectors	<p>Smoke detectors are required inside each sleeping room, outside each sleeping room, within 21 feet of all bedroom doors and on every level of dwelling unit.</p> <p>All smoke detectors which are solely battery-operated must have sealed, tamper-proof batteries.</p> <p>Hard-wired with battery backup smoke detectors must be installed on all floors including the basement and enclosed interior common hallways in units in apartment buildings with 3 or more units. As a substitute, in the common hallways a 10-year sealed tamper-resistant battery powered</p>
Gas Detectors	<p>At a minimum there must be at least one approved fuel gas detector in every room containing an appliance fueled by propane, natural gas or any liquefied petroleum gas in each unit in any; building of multifamily occupancy, children's home, emergency children's shelter, children's residential care facility, shelter for homeless children, specialized children's home, hotel, motel, inn and mixed used occupancy that contains a dwelling unit. Fuel gas detectors must be installed in accordance with the manufacturer's requirements and may be battery operated, plugged into an electrical outlet</p>
Lead-based paint	<p>All peeling paint on or in buildings built before 1978 and having children under 6 years of age will be treated as lead-based paint and must be stabilized as required by law (contact MaineHousing for details)</p>
Indoor air quality	<p>Although some mold presence is normal, mold amplification is not. The unit must be free from abnormally high levels of air pollution caused by carbon monoxide, sewer gas, fuel gas, dust or other harmful pollutants. Although HUD does not specifically address such items as mold, radon or asbestos, MaineHousing will categorize by definition these under "harmful pollutants".</p>
Insect and rodent infestation	<p>MaineHousing's interpretation is to assume any infestation as "serious and persistent" and fail the unit. Owners will be required to show proof of correction attempts for the unit to pass upon re-inspection. Any Maine state laws regarding infestations must be followed. MaineHousing inspectors will not perform an inspection if they determine that any infestation or suspected infestation constitutes a threat to their health and safety.</p>
Stairs and handrails	<p>All stairways and porches must be in good condition and free of trip hazards; handrails are required on most stairways with 4 or more steps</p>
Clutter, excess storage, debris	<p>Is not allowed in the interior or exterior of the unit and building if deemed a safety hazard or eyesore by the inspector</p>
Hazardous materials	<p>Such as gasoline or propane are not allowed in the building</p>
Fire safety	<p>All doors and pathways to exits must be clear; double keyed deadbolts are not allowed on doors; if present, fire extinguishers must have a current inspection tag; all sprinkler systems must have a current inspection tag; emergency lighting must be fully functional, and where applicable all exit signs must be present and in the proper locations</p>

Housing Choice Voucher Landlord Resources

Partner Portal-(<https://partnerportal.mainehousing.org>)

Find the following information:

- Families you have housed with the HCV Program
- Units in which you have housed tenants through the HCV Program
- All payments made to you through the HCV program
- Some forms and other HCV Program Information

Please direct any questions to:

- Wendy Gosselin at (207) 626-4696 or hcvfinancial@mainehousing.org
- Brandi Santo at (207) 626-4618 or hcvfinancial@mainehousing.org

MaineHousingSearch.org

Maine's free rental listing service

- Linking people who need housing with the housing they need
- Capacity to Include detailed information and photos
- 24 hour access to update your listings
- Toll free call center support
- register online at MaineHousingSearch.org or by calling 1-877-428-8844

HCV Lease Up Incentive Program

In an effort to incent Landlords to participate in MaineHousing's Housing Choice Voucher ("HCV") program MaineHousing will pay landlords a \$350 Signing Bonus for every unit newly leased to a MaineHousing HCV participant.

Criteria for the Program are as follows:

- Rental rates are affordable within HCV program guidelines
- The rental unit passes a Housing Quality Standards Inspection
- Landlords enter into a one-year lease with a new tenant and sign a contract with the MaineHousing before funding is exhausted
- Landlords must not have any open housing discrimination claims
- Landlords receive \$350 at or around the time of the first monthly payment
- Project Based Voucher (PBV) Low-Income Housing Tax Credit (LIHTC) and Mod Rehab Units are not eligible

Please direct any questions to:

- Melissa Cloutier at (207) 626-4691 or mcloutier@mainehousing.org

HCV Landlord Repair Grant Program

In an effort to help landlords participating in MaineHousing's Housing Choice Voucher (HCV) Program make repairs for certain failed items identified during the initial inspection, a program called the Landlord Repair Grant Program has been created. MaineHousing's goal in offering this reimbursement program is to assist HCV landlords who do not have other funds readily available to complete their repairs.

Criteria for the Program are as follows:

- Only failed initial inspection items qualify
- The landlord pays the first \$250 toward the repair
- MaineHousing's reimbursement to landlord will not exceed \$5,000 a year
- The unit is required to pass HQS inspection before payment can be made
- A one-year lease and Housing Assistance Payment Contract will need to be executed before payment is disbursed
- Project Based Voucher(PBV) Low-Income Housing Tax Credit (LIHTC) and Mod Rehab Units are not eligible

Qualifying failed items are (but not limited to) the following:

- Bedroom windows that do not meet egress
- Deteriorated paint
- Installation of hard-wired smoke detectors
- Installation of sprinkler system
- Roofing
- Tie downs

Please direct any questions to:

- Kevin Bernier at (207) 624-5739 or kbernier@mainehousing.org

HCV Damage Reimbursement Grant Program

In an effort to help Landlords participating in MaineHousing's Housing Choice Voucher (HCV) Program make repairs for damages caused by a family who has vacated their unit, MaineHousing will offer the Damage Reimbursement Grant Program. Project Based Voucher (PBV) Low-Income Housing Tax Credit (LIHTC) and Mod Rehab Units are not eligible

Landlords may request up to \$1,500 from this fund for physical damages to the unit that are:

- Above and beyond normal wear and tear as defined by Maine State Law §6031; AND
- The cost to fix the damages is greater than the security deposit collected

Landlords must supply the following to access the grant funds:

- Date stamped pictures of the specific damages they are requesting reimbursement for AND
- Copies of receipts from cost of repair(s) of damages

Please direct any questions to:

- Kevin Bernier at (207) 624-5739 or kbernier@mainehousing.org

MAINE HOUSING NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

A federal law that went into effect in 2022 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA and the Department of Housing and Urban Development (HUD) regulations. **PLEASE NOTE: there may be additional protections afforded under State law for victims of domestic violence, sexual assault stalking and human trafficking that are NOT covered in this notice. You are advised to seek independent legal advice regarding your obligations under Federal, state or local law.**

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, stalking and human trafficking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, stalking and human trafficking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, sexual assault, stalking and human trafficking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking.

You cannot hold a victim of domestic violence, dating violence, sexual assault, stalking and human trafficking to a more demanding standard than you hold tenants who are not victims.

Removing the Abuser from the Household

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If a tenant asserts VAWA’s protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx>

- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

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

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.

Additional Information

- If you have any questions regarding VAWA, please contact MaineHousing at 207-624-5789.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- Is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under family or domestic violence laws of the jurisdiction.

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as “any nonconsensual sexual act proscribed by Federal, tribal, or state law, including when the victim lacks capacity to consent” (34 USC § 12291(a)(35)).

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

The HUD regulations mirror VAWA’s definitions of dating violence, sexual assault and stalking. With regards to the definition of domestic violence, the HUD regulations mostly follow VAWA’s definition, but do offer clarification on the term “spouse or intimate partner of the victim”:

- The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Important Notice

MaineHousing's Inspection Standards are Changing

All standards below are considered Life Threatening and must be resolved within 24 hours

Current Standards:

- The inside area must include at least one battery-operated or hard-wired smoke detector/alarm, in proper working condition, on each level of the property.
- Hard-wired with sealed tamper-proof battery backup smoke detectors/alarms must be installed on all floors including the basement and enclosed interior common hallways in units in apartment buildings with 3 or more units.

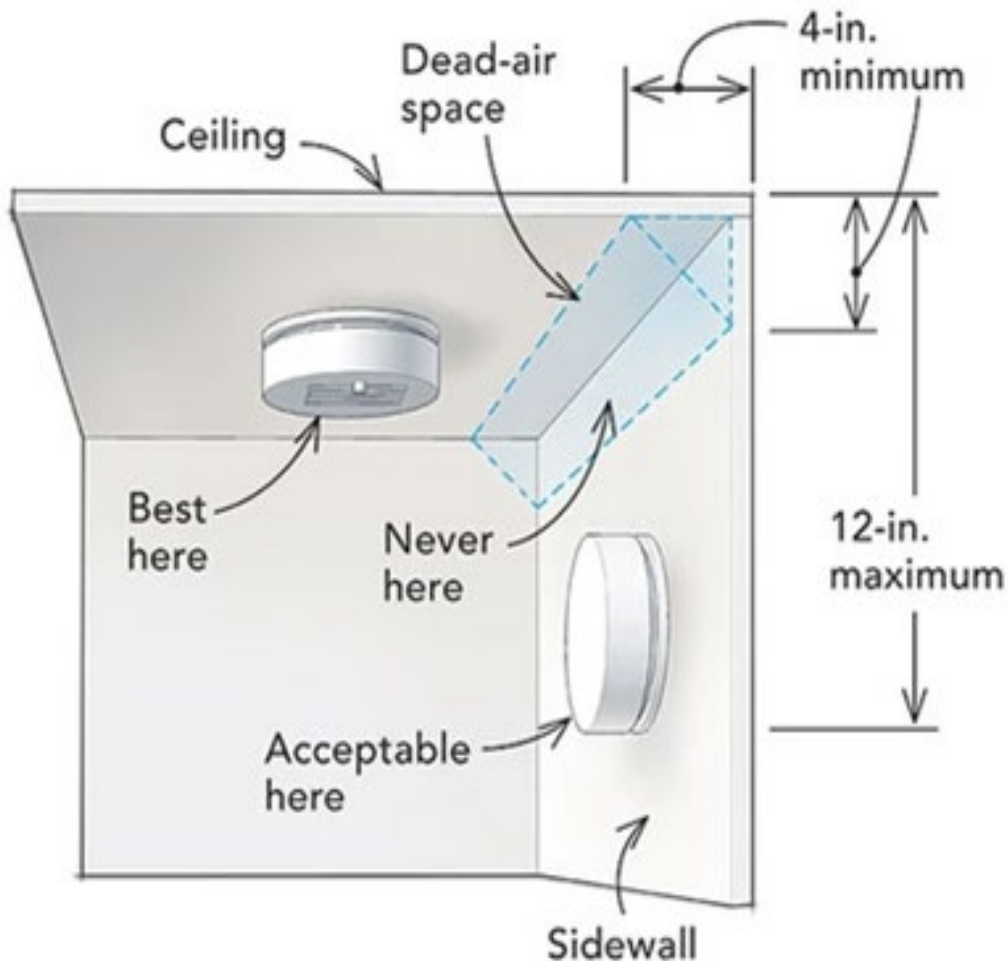
New Standards Effective December 29, 2024:

- All smoke detectors/alarms which are solely battery-operated must have sealed, tamper-proof batteries.
- Smoke detectors/alarms are required in dwelling units in the following locations:
 - Inside each sleeping room,
(includes living room if used for sleeping)
 - Outside each sleeping room,
 - Within 21 Feet of All Bedroom Doors,
 - On every level of the dwelling unit and,
 - In all enclosed interior common hallways.
- **In apartment buildings with 3 or more units**, at least one hard-wired smoke detector/alarm with battery backup must be installed on each floor including the basement.

Specifications on required location of each smoke detector/alarm on a wall or ceiling:

- If mounted on the ceiling, it must be more than 4 inches from the wall.
- If mounted on the wall, it cannot be closer than 4 inches or more than 12 inches from the ceiling.
- Smoke detectors/alarms should not be installed within 36" of windows, exterior doors, or ducts where drafts might interfere with their operation.
- Smoke detectors/alarms should not be painted or have stickers or other decorations present.

During an inspection, each smoke detector/alarm should be physically tested to ensure the device works as intended. If the property cannot demonstrate that the device works properly, it should be cited as inoperable.



Housing Choice Voucher Family Obligations Addendum
Home to Stay Program Participants

Now that you have received your HCV voucher as a participant in the Home to Stay Program, you have some obligations to fulfill in addition to those required of a regular voucher holder. Pursuant to Chapter 12, Section 12-I.E. of the most recent MaineHousing Housing Choice Voucher Administrative Plan, failure to comply with these additional obligations can result in the loss of your rental assistance. These additional obligations include:

- You must follow your Housing Stability Plan and work toward and complete the goals that you set to attain housing stability. You must also provide copies of relevant documentation, as required by MaineHousing.
- You will be required to meet with your Navigator at least monthly. It is your responsibility to contact your Navigator to make arrangements for these meetings.

I _____ have read the above listed obligations and understand what is expected of me while I am a participant in the Home to Stay component of the Housing Choice Voucher Program.

_____ (Name)

_____ (Date)

_____ (Witness)

_____ (Date)

Housing Choice Voucher Family Obligations Addendum

Home to Stay DV Program Participants

Now that you have received your HCV voucher as a participant in the Home to Stay Program through a DV shelter, you may or may not opt to participate in the Home to Stay Housing Case Management with your Navigator. Housing Stabilization services would include:

- Creating a Housing Stability Plan and work toward completing the goals that you set to attain housing stability.
- You would meet with a Navigator as needed.
- Rent Smart Education.
- Additional assistance as needed.

I _____ have read the above information and have decided to:

_____ OPT IN, Yes I would like to work with my navigator once I am housed.

_____ OPT OUT, No I would prefer not to work with my navigator once I am housed.

_____ (Name) _____ (Date)

_____ (Navigator) _____ (Date)

Applicant/Participant Voucher Extension Request

Head of Household Name: _____

Why do you need more search time?

Please attach search log and/or other supporting documents

Household contact info for follow up: **Phone:** _____

Email: _____

Head of Household Signature

Date



Record of Search for Housing

Instructions: This form will help you keep a record of your housing search. Enter the information requested for each unit you look at.

[illegible]

Your Right to ask for Reasonable Accommodation

MaineHousing wants to make sure that its policies and procedures do not deny people with disabilities the chance to be part of MaineHousing programs.

Reasonable accommodations are changes to a rule or process that allows a person with a disability to equally enjoy the housing program.

There must be a clear relationship between the requested accommodation and the person's disability.

MaineHousing does not need to provide a reasonable accommodation if it is too difficult or expensive, or if it requires major changes to the housing program.

If you are a person with a disability under the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and/or the Maine Human Rights Act, and if your request is reasonable, we will try to approve it.

If you request a reasonable accommodation, you will get a response from MaineHousing within 30 days.

To get a Reasonable Accommodation Request form:

- **Call:** 866-357-4853 or (207) 624-5789
- **Write to** MaineHousing, HCV Department, 26 Edison Drive, ME 04330
- **Email** section8hcv@mainehousing.org

If you need help filling out a Reasonable Accommodation Request form, or if you want to make the request in another way, please let us know. The request may also be made by a family member, social worker or other person on your behalf.

Any information you provide will be kept confidential.

MaineHousing might need more verification from the disabled person's healthcare provider about the relationship between the request and the person's disability.

If more information is needed MaineHousing will contact you and provide another form for you to complete.

For more information on MaineHousing's Reasonable Accommodation policy and procedures see Chapter 2 of the Housing Choice Voucher Administrative Plan at www.mainehousing.com

Reasonable Accommodation Request Form

- Please let us know the change you are asking for and why you need it
- You do not need to give us the name of or medical information about your disability
- Please use the back of the page or attach another page if you need more space to write
- Please contact us at (207) 624-5789 or section8hcv@mainehousing.org if you have questions

Head of Household: _____

Request Date: _____

Mailing Address: _____

PO Box or Street

City/Town

Zip Code

Email: _____

Phone: _____

Household Member with Disability: _____

I am requesting:

I need this reasonable accommodation because:

I am requesting (continued from page 1)

I need this reasonable accommodation because (continued from page 1)

Housing Choice Voucher Information

The Voucher:

The time limit or search time on your voucher is 120 days. Please refer to the Housing Choice Voucher in this packet for your specific time limit or search time

The size of your voucher is based on MaineHousing's occupancy standards:

- ✓ MaineHousing will assign one bedroom for each two persons with a designation of HEAD/CO-HEAD or SPOUSE within the household, except in the following circumstances:
- ✓ Single head of household with additional family members not designated as a spouse or co-head will be allocated a separate bedroom.
- ✓ Each additional family member (other adult) not designated as a spouse or co-head will be allocated a separate bedroom.
- ✓ Children under 18 of different genders will be allocated separate bedrooms.
- ✓ Children under 18 of the same gender who are 10 years apart in age will be allocated separate bedrooms.
- ✓ Live-in aides will be allocated a separate bedroom.
- ✓ Single person families will be allocated one bedroom.
- ✓ Expectant head with no other household members will be allocated two bedrooms.
- ✓ Head with expectant spouse/cohead with no other household members will be allocated 2 bedrooms.

Please refer to the Housing Choice Voucher in this packet for your specific bedroom size.

Voucher Extensions must be approved by MaineHousing. All voucher extension request must be received in writing prior to your voucher expiration date. A voucher extension request form is included in this packet.

MaineHousing currently practices Tolling. Tolling means that the time limit on your voucher is stopped or "paused" while your landlord packet is being processed.

If your landlord packet does not meet affordability no additional time will be put on the voucher. Keep in mind that if you submit your landlord packet on the date your voucher expires there will be no search time left to grant you.

Calculating the Housing Assistance Payment (HAP):

MaineHousing calculates all household income based on HUD's rules. HUD requires that **ALL** income be reported. MaineHousing will then calculate, based on HUD's rules, which income can be counted in the annual income. HUD then allows certain deductions and allowable expenses such as:

- \$480 deduction for each minor under 18 and for family members 18 and over who are full-time students or people with disabilities, other than the head of household or spouse.
- A \$400 deduction for families who head, cohead, spouse or sole member is 62 or over or is a person with a disability.
- Out of pocket medical expenses for an elderly family or disabled family with medical expenses for all family members that are greater than 3 percent of the annual income.
- Disability assistance expenses that exceed 3 percent of the annual income if they permit a family member to work.
- Reasonable childcare expenses for children 12 years old and younger if they enable a family member to work, attend school or look for work.

Once your income and allowable deductions are determined, your monthly adjusted income and tenant portion of rent is calculated.

Example:

Monthly adjusted income	1000	Gross income - deductions
Total Tenant Payment	300	(Adjusted income x 30%)
Utility Allowance	<u>-50</u>	Allowance for tenant paid utilities
Rent to Owner	250	Tenant Portion of Rent

Your monthly adjusted income is calculated by subtracting any allowable deductions you are eligible for from your gross annual income. Your portion of rent is either 30% of your monthly adjusted income or 10% of your monthly gross income.

Maine Housing will use the greater of the payment standard or the gross rent minus the Total Tenant Payment to determine your HAP amount. The HAP amount is the amount MaineHousing will pay towards your rent. Families cannot move into a new unit in which they would pay more than 40% of their adjusted monthly income.

A Family Information Sheet with calculation information specific to your family is included in this packet.

Tolling

Tolling means the “clock stops ticking” on your voucher once the landlord packet has been received and is in the inspection process. The days the unit is in the inspection process will not count against your voucher search time and will be added to the voucher expiration date if a new search is necessary.

For example:

Your voucher expires on June 1.

You submit a Landlord Packet on May 1.

MaineHousing makes a rent offer and the owner rejects the rent or refuses to make necessary repairs. Let say the entire process takes 10 days.

The new expiration date of your voucher is June 11.

The Payment Standard and Maximum Gross Rent:

MaineHousing adopts a payment standard schedule, for each area we administer, based on HUD’s published fair market rents (FMR).

A Payment Standard is the maximum rent that the Housing Authority may pay for a unit if that unit includes both rent and utilities. In order to receive this amount the landlord would have to include all utilities in the contract rent. Remember the higher your contract rent is the higher your portion of rent will be.

Your Occupancy specialist will review the packet to make sure it is an eligible type of housing, meets affordability and ensure that the requested rent is comparable with other rental units in the area.

Where you can Lease a Unit:

As a family that has been issued a Housing Choice Voucher you may use that voucher to lease a unit anywhere in the United States where there is a Housing Agency operating a Housing Choice Voucher program.

MaineHousing administers the Housing Choice Voucher Program in areas of the state that do not have local housing authorities. If you chose to move to a city or town outside of MaineHousing’s jurisdiction your voucher will be sent to the Housing Agency responsible for that area. This process is called Portability.

Your packet contains a list of local housing authorities.

Portability:

This is HUD's term for the ability to move outside of MaineHousing's jurisdiction; as one of the great features of tenant-based assistance programs is that the assistance moves with the family.

Facts About Portability You Should Know:

- ✓ The Housing Agency where you want to move may have different rules, policies and deadlines.
- ✓ There may be a different payment standard.
- ✓ A different size voucher may be issued.
- ✓ The Housing Agency may have different policies regarding eligibility screening

Reasonable Accommodations:

If you have any special needs or have family members with special needs, you may request a reasonable accommodation in order to have equal access to the programs and services of the Housing Choice Voucher Program.

Some examples of Reasonable Accommodation Requests include:

- ✓ A change in the way MaineHousing communicates with you
- ✓ A live-in aide that will reside in the unit
- ✓ An additional bedroom size (e.g., to accommodate medical equipment or a live-in aide)
- ✓ To increase the voucher payment standard (any increase above 120% of fair market rent requires a HUD waiver)
- ✓ To rent from a relative
- ✓ To live near services and/or caregivers
- ✓ To extend a voucher
- ✓ To reinstate a voucher
- ✓ To waive the deadline for requesting an appeal of a decision to deny or terminate housing assistance or any other decision regarding housing assistance
- ✓ To waive the deadline for requesting a review of any decision concerning a reasonable accommodation request
- ✓ To waive or change any MaineHousing policy, procedure or service regarding the Program
- ✓ To waive or change any United States Department of Housing and Urban Development ("HUD") regulation, policy or procedure regarding the Program

The Tenancy Addendum:

Under the Housing Choice Voucher Program you are required to sign a lease with your landlord. At the time of leasing MaineHousing will supply you and the owner with a copy of Housing and Urban Developments Tenancy Addendum

The Tenancy Addendum includes the HUD requirements for the tenancy and should be added to your lease. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

A copy of the Tenancy Addendum is included in this packet.

The Request for Tenancy Approval:

Once you locate a suitable unit you will need to complete a Landlord Packet.

The landlord packet must be returned to MaineHousing prior to the expiration date on your voucher. It must be completed and signed by both the owner and the voucher holder.

Submission of an incomplete packet will cause a delay of scheduling the inspection. Only one landlord packet can be submitted at a time.

If you decide not to rent the unit you previously submitted a landlord packet for you must let the housing authority know so a new packet can be issued to you.

Providing Information to Landlords:

If a prospective landlord requests it, the following information may be provided.

The families current and prior address as shown in the housing authorities records and the name and address of the landlord at the families current and prior addresses.

No other information regarding the household will be given outside of HUD except as permitted or required by law.

Selecting a Unit:

As a Housing Choice Voucher participant you are free to rent any type of property you wish as long as it is affordable to you and it passes a HQS inspection. This means that you are free to rent a house, mobile home, duplex, town house or multi family unit.

We have included a copy of A Good Place to Live and Protect your Family from Lead in your Home have been included in this packet to assist you in choosing a decent, safe and sanitary unit. You will also find a move in checklist attached to your Landlord Packet which lists the items specific MaineHousing will be inspecting for.

Check Mainehousingsearch.org, classified section of local newspapers, and real estate offices or rental agencies. If the family includes a person with disabilities, the family may request a list of available accessible units known to the PHA.

If you have been living in a high poverty area you now have the ability to make a change to your surroundings. We recommend you consider the benefits of moving to a low poverty area. For instance, safe neighborhoods, job opportunities, transportation options as well as the location of quality schools, medical and shopping facilities.

Fair Housing:

Most Landlords have set standards for accepting or denying an applicant. Standards may include things such as landlord references, enough income to pay rent, good credit history, no felony convictions, no prior evictions, etc.

Under the Fair Housing Act it is against the law to: tell you a house is unavailable, when in fact it is available. Show you apartments or homes only in certain neighborhoods. Advertise housing to a preferred group of people only. Refuse to make Reasonable Accommodations for a person with a disability if the accommodation may be necessary to allow the person a reasonable and equal opportunity to use and enjoy the unit. Harass, intimidate, or interfere with anyone assisting someone else with his or her fair housing rights.

If you believe you have been denied housing for reasons other than a reasonable standard you may be a victim of unlawful housing discrimination. Your packet includes information about fair housing laws and a copy of HUD's discrimination complaint form.

Family Obligations:

As a participant in the Housing Choice Voucher Program, you have the responsibility to follow the rules and requirements of the program. Your assistance and tenancy may be terminated because of your actions or failure to act.

You can forfeit your assistance by violating your family obligations which include but are not limited to:

- ✓ Making side payments or arrangements to your landlord in excess of the family share of rent
- ✓ Having an unauthorized person living in your unit
- ✓ Failing to provide complete and accurate information
- ✓ Giving false or misleading information to the housing authority
- ✓ Failing to report any changes in family composition or income.

Please refer to the Housing Choice Voucher in this packet for a complete listing of your family obligations.

Section 8/Housing Choice Voucher Security Deposit Program

For a limited time MaineHousing is pleased to offer assistance with security deposits for new participants to the Housing Choice Voucher Program.

- MaineHousing will pay the amount of Security Deposit the landlord lists on the Request for Tenancy approval. (Not to exceed 1 month of the contract rent)
- A family must rent a unit in MaineHousing's jurisdiction to be eligible.
- Families porting out of MaineHousing's jurisdiction will not qualify for the Security Deposit Program.
- To request the funds the landlord should complete and sign the "Request and Acknowledgement of Security Deposit" form with the completed landlord packet. (the request form is included in your briefing packet)
- The Security Deposit funds will be paid directly to the landlord with the first month's rent paid by MaineHousing
- Families are not required to repay the funds to MaineHousing and if they move out of a unit with no payment owed, the landlord is required by Maine law to return the security deposit within a reasonable time.

Section 8/Housing Choice Voucher Security Deposit Program

Request and Acknowledgement of Security Deposit

Tenant Name:		
Landlord Name:		
Unit Address:		
Security Deposit Amount:	\$	
<p>The landlord certifies the following:</p> <p>Upon receipt from MaineHousing, the security deposit funds will be held in accordance with Maine State Statute, Title 14, Chapter 710-A, Sections 6031-6039.</p>		
Landlord Signature		Date

MaineHousing
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 the **Housing Choice Voucher Program (HCV)** complies 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 **HCV 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 the **HCV 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 **HCV 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.

Removing the Abuser or Perpetrator from the Household

MaineHousing may 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 in accordance with chapter 12 of MaineHousing’s HCV Administrative Plan.

If MaineHousing chooses to remove the abuser or perpetrator from the HCV voucher, MaineHousing may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the terminated abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, MaineHousing must allow the tenant

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.

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, MaineHousing must follow Federal, State, and local eviction procedures.

Moving to Another Unit

Upon your request, MaineHousing 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, MaineHousing will 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, MaineHousing will 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 MaineHousing does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, MaineHousing will ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. MaineHousing will 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.

MaineHousing 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.

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

MaineHousing will 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 MaineHousing must be in writing, and MaineHousing must give you at least 10 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to

provide the documentation. MaineHousing 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 MaineHousing as documentation. It is your choice which of the following to submit if MaineHousing 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 MaineHousing 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.

If you fail or refuse to provide one of these documents within the 10 business days, MaineHousing does not have to provide you with the protections contained in this notice.

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

Confidentiality

MaineHousing 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.

MaineHousing must not allow any individual administering assistance or other services on behalf of MaineHousing (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.

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

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

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Terminated from the HCV Program.

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, MaineHousing 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 your assistance terminated, if MaineHousing can demonstrate that not 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 MaineHousing can demonstrate the above, MaineHousing should only terminate your assistance 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 MaineHousing's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD's Boston Regional Office at (617) 994-8200.

For Additional Information

Additionally, MaineHousing must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact MaineHousing at 207-624-5789.

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).

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 the Sexual Assault Hotline at 1-800-871-7741 (Voice) 711 (Maine Relay)

Attachment: Certification form HUD-5382

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

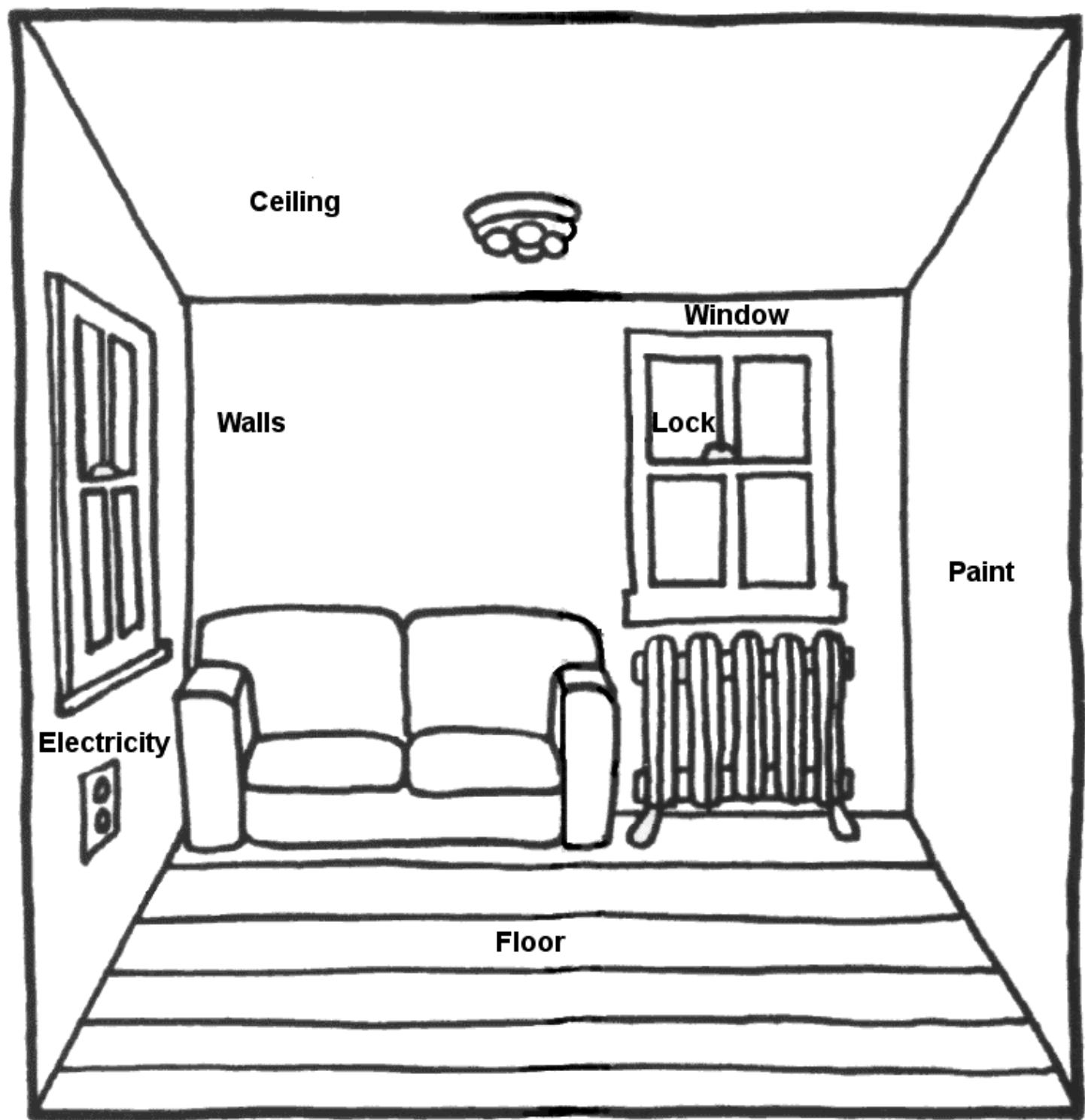
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

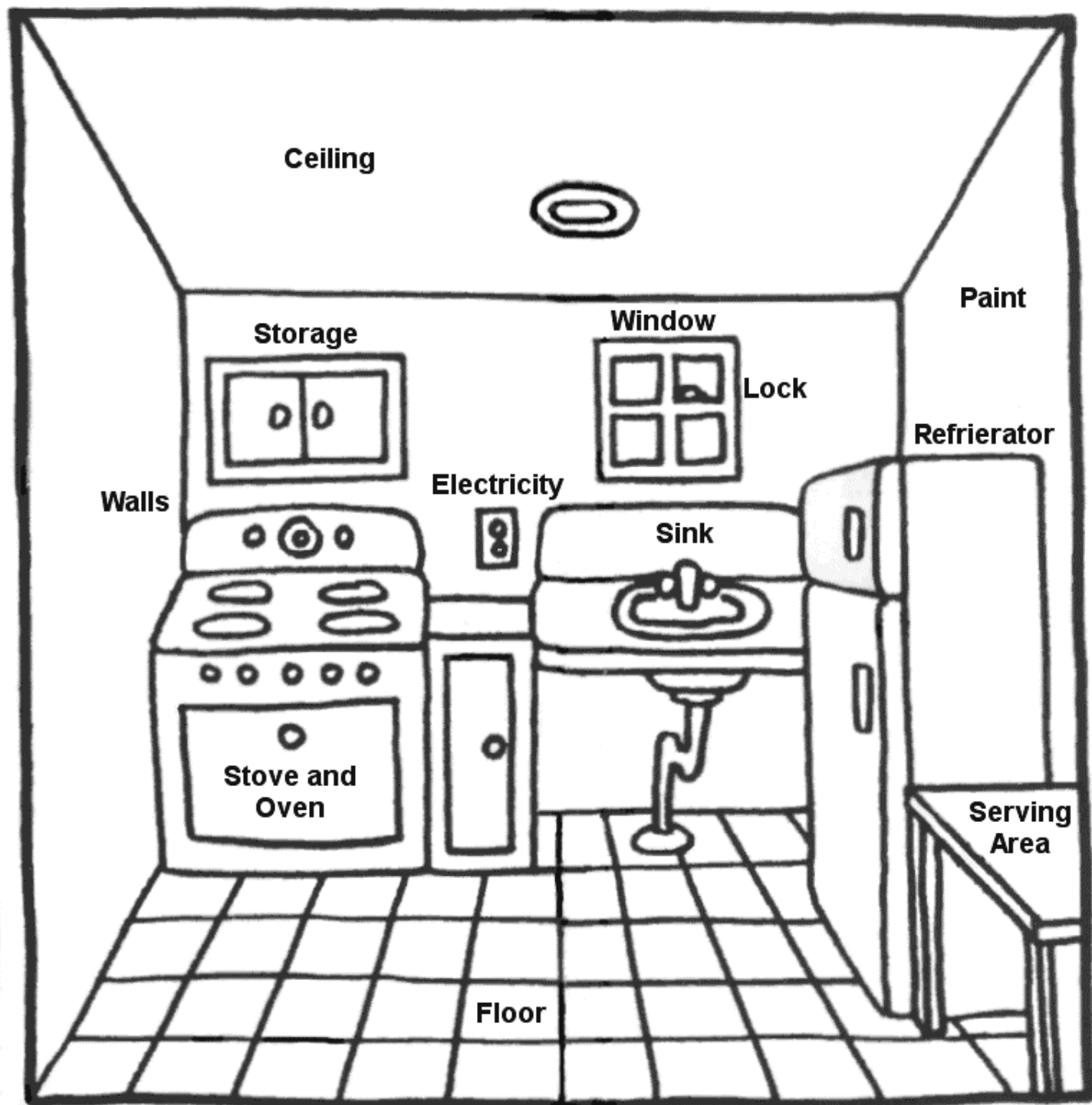
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

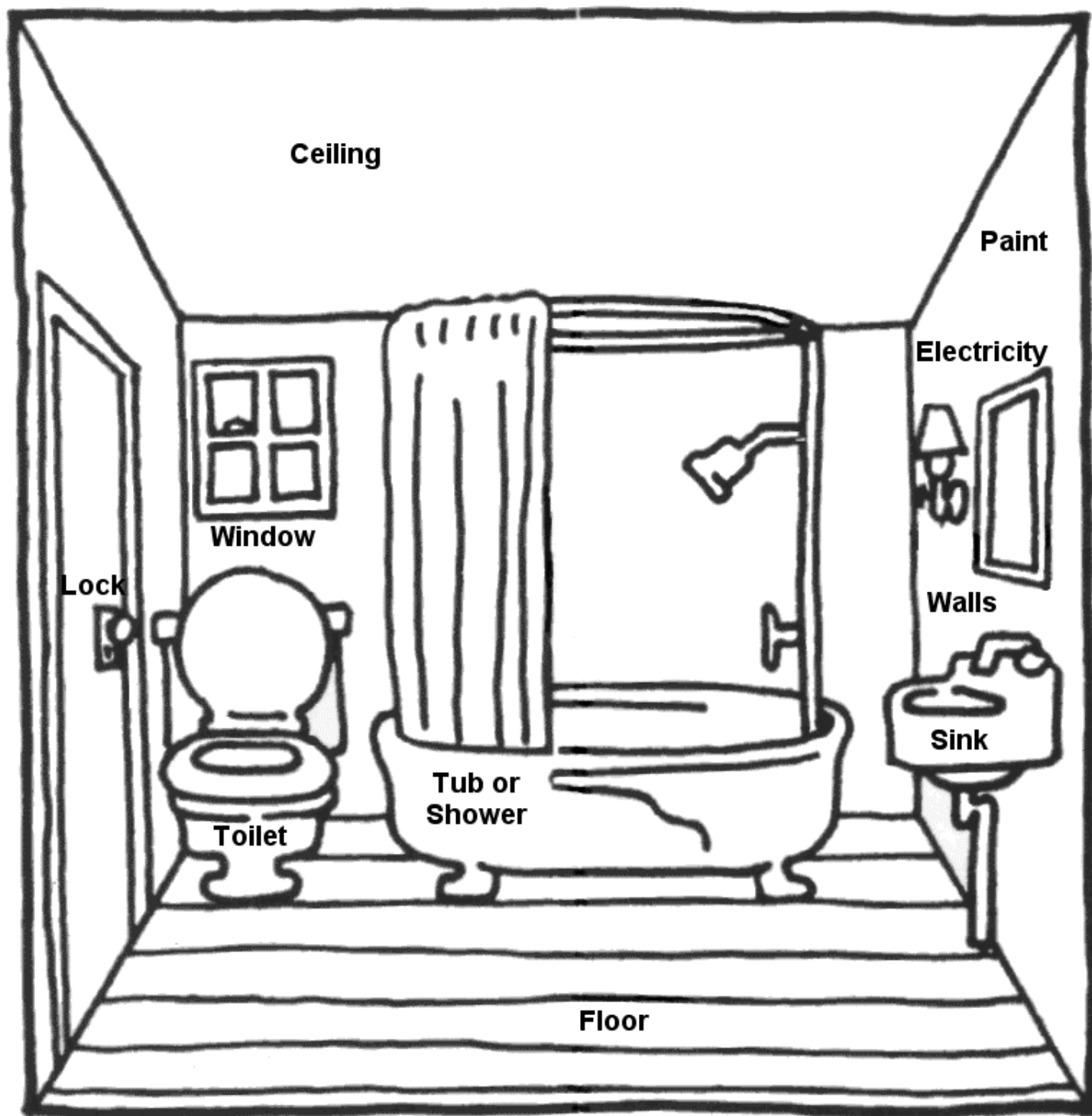
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

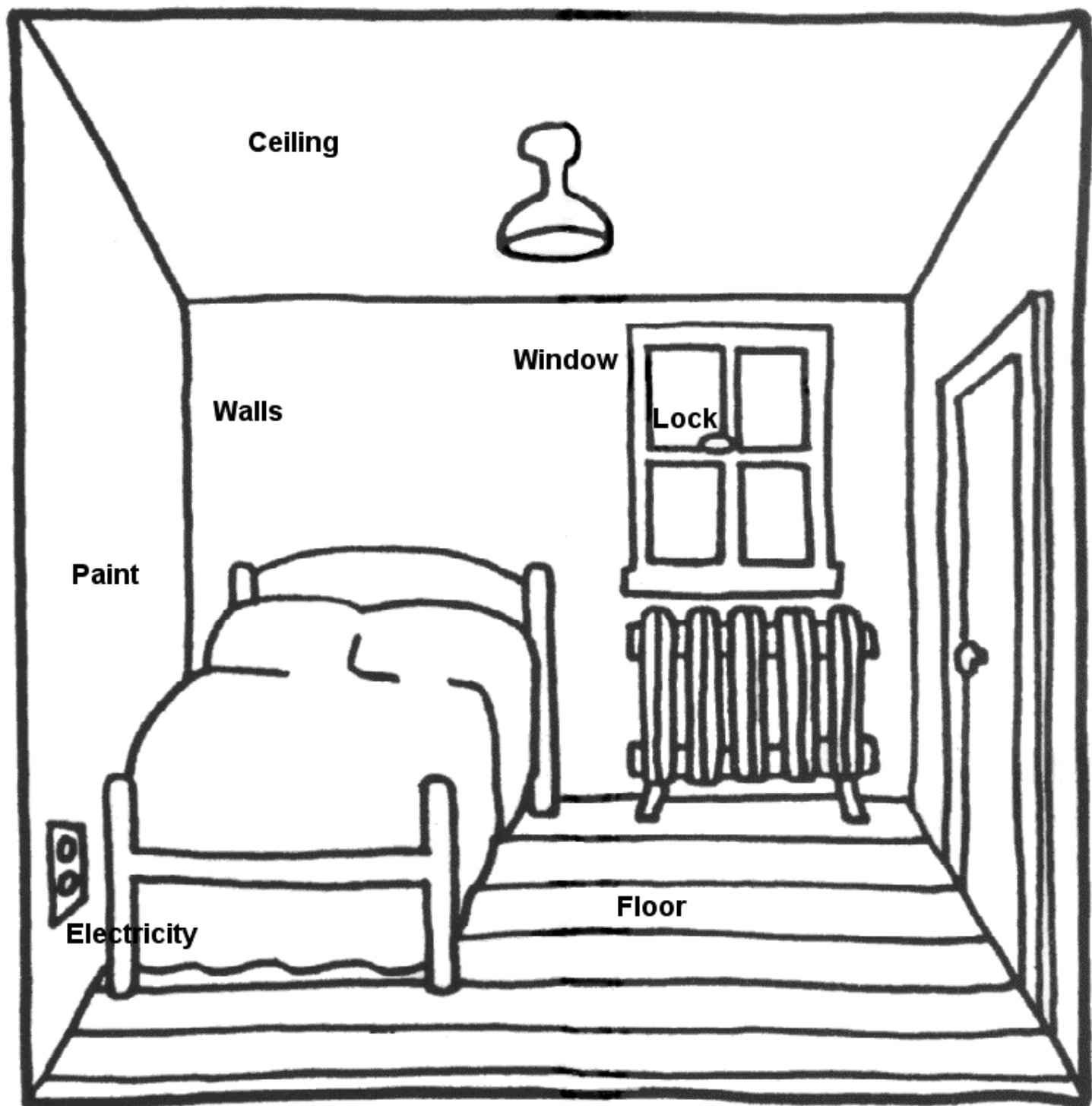
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

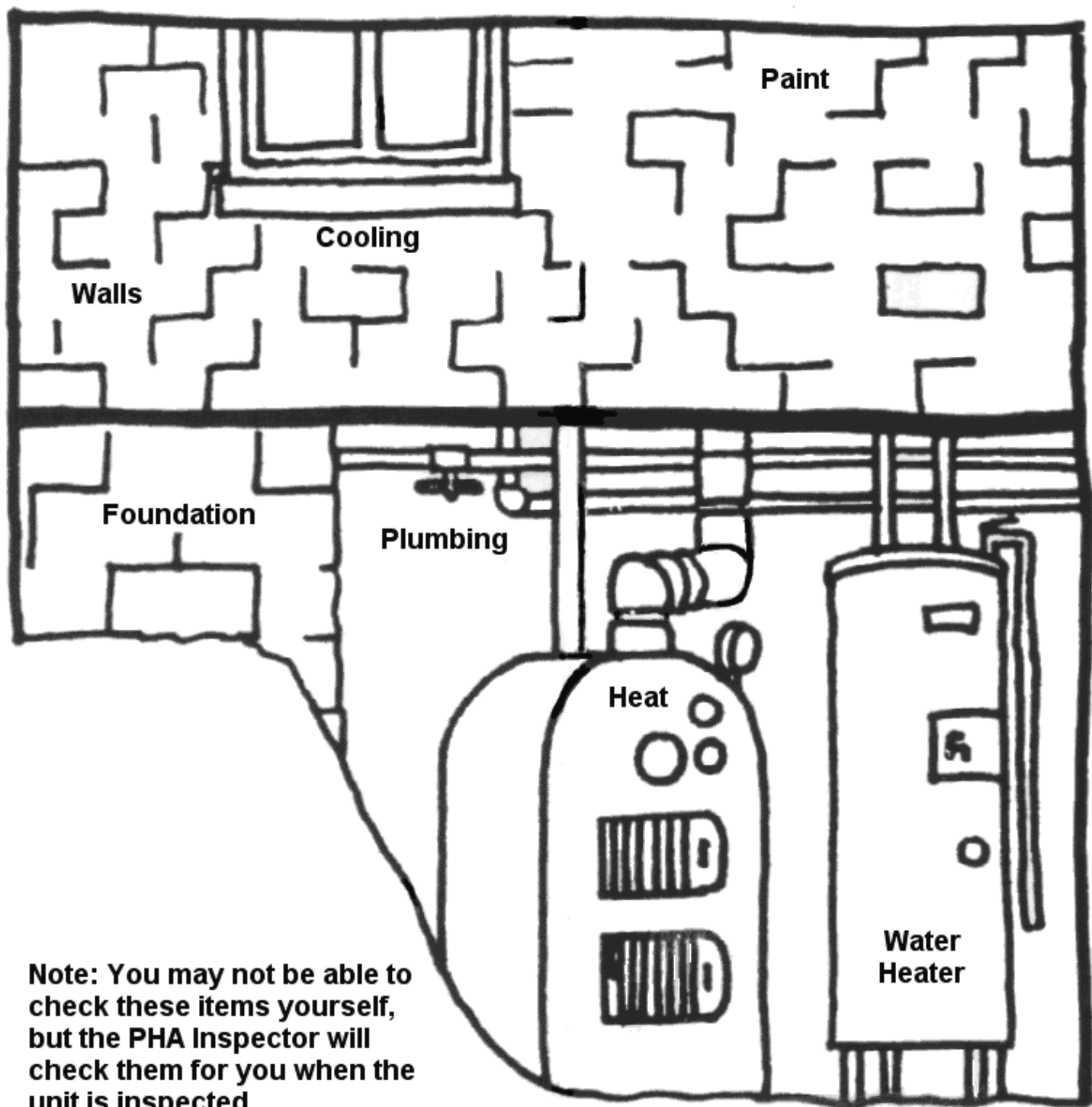
Heat

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

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

You should also think about:

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



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

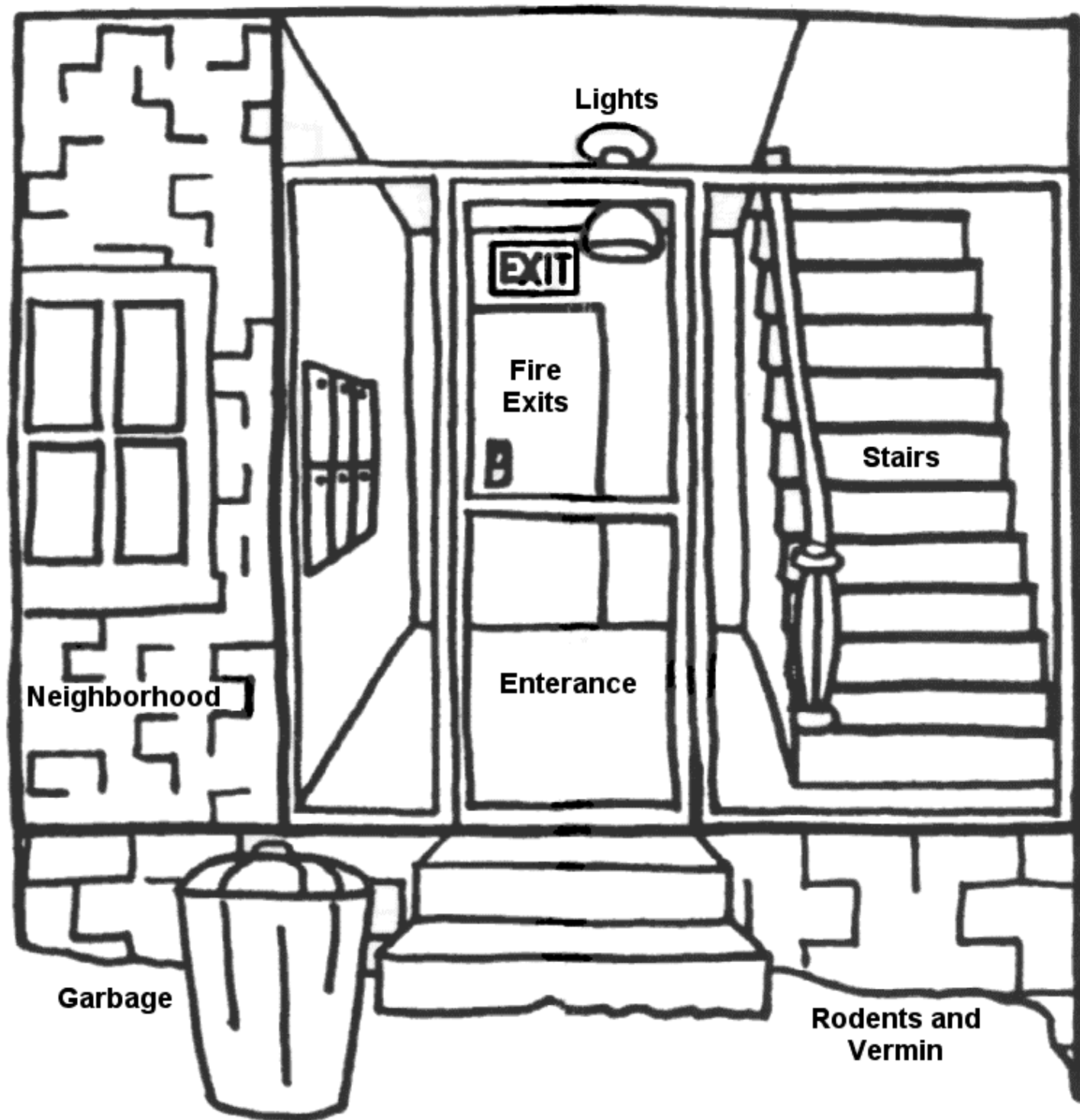
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

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

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

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

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact MaineHousing - HCV Department - 866-357-4853 or (207) 624-5789 or go to www.mainehousing.org. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

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

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

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

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

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

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

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

Please call or visit 866-357-4853 or (207) 624-5789, or www.mainehousing.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact MaineHousing - HCV Department - 866-357-4853 or (207) 624-5789. Your covered housing provider must also ensure effective communication with individuals with disabilities.

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

HUD's Massachusetts Field Office, 10 Causeway St, Rm 301 Boston, MA 02222, Phone: (617) 994-8200

You can also find additional information on filing VAWA complaints at:

<https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA.

To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact:
Statewide DV Helpline at 1-866-834-HELP or Pine Tree Legal at (207) 942-8322

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

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub
U.S. Dept. 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
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

Fair Housing Hub
U.S. Dept. 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
E-mail: Complaints_office_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

Fair Housing Hub
U.S. Dept. 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
E-mail: Complaints_office_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

Fair Housing Hub
U.S. Dept. 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
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub
U.S. Dept. 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
E-mail: Complaints_office_10@hud.gov

***If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:***

U.S. Dept. 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

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

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.

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).

The information 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 that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. 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.



HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

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.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No



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.

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• 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?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

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?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____/____/____

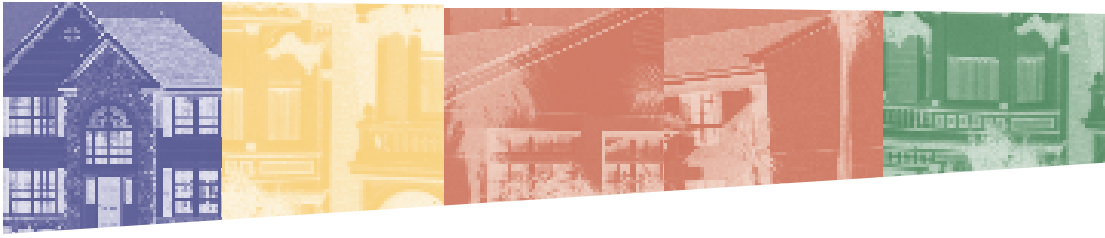
Is the alleged discrimination continuing or ongoing?

Yes No _____

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing 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)
- Handicap (if you or someone close to you has a disability)

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.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD:

____/____/____

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

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 only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- 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 reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

RENTAL HOUSING IN MAINE FAIR HOUSING AND HOUSING-RELATED SERVICES

“If I believe I have been illegally discriminated against, what can I do?”

Fair Housing

You have a right to fair housing. Fair housing means landlords cannot refuse to show or rent housing or impose different terms or conditions on the basis of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, familial status or the receipt of any kind of public assistance.

This applies to all housing offered for rent, such as apartments and single-family homes, except certain owner-occupied dwellings (a unit in a two-family dwelling or a one-family dwelling with 4 rooms or less) and dwellings owned or operated by a religious organization for other than commercial purposes and rented to its members unless restricted because of race, color or national origin.

Generally, landlords cannot ask about a tenant's or applicant's race, color, religion, gender, sexual orientation, gender identity or expression, national origin, ancestry, disability, or familial status. Certain exceptions apply with respect to disability and families with children.

Persons with Disabilities

Persons cannot be denied housing based on disability, but housing can be limited to persons with disabilities, and to qualify, tenants and applicants can be asked if they have a disability.

A landlord must make reasonable accommodations in rules, policies, practices or services as necessary to give a person with a disability equal opportunity to use and enjoy a dwelling. A person with a disability or someone on the person's behalf must let the landlord know the person needs the change. If the person's disability or need for the change is not obvious, the landlord can require verification from a qualified health care or service provider, but cannot ask about the nature of the person's disability. A landlord can refuse to make an accommodation that causes an undue financial burden or administrative burden. Learn more at <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>

Landlords must make or allow a person with a disability to make reasonable modifications to the person's dwelling. Unless the dwelling or housing in which it is located receives state or federal assistance or does not have the accessible features required by applicable accessibility laws, the tenant may have to pay for the modification and the maintenance and repair of the modification and may be required to restore the dwelling to its original condition before the modification when the tenant leaves. The landlord is not required to pay for a modification that will cause an undue financial burden or administrative burden. Learn more at https://www.hud.gov/sites/dfiles/FHEO/documents/reasonable_modifications_mar08.pdf

Landlords must allow a person with a disability to have an assistance animal unless the assistance animal is unsafe or overly disruptive. An assistance animal is any animal (not just a dog) that provides relief from the effects of a disability (such as emotional support or comfort) or performs a specific task to assist a person with a disability. An assistance animal is not a pet, so “no pets” policies do not apply. The landlord can ask for verification of the person’s disability and the need for the assistance animal, unless it is obvious, and for evidence that the assistance animal has been prescribed or trained. This requirement does not apply to two-family dwellings if one unit is owner-occupied.

Families

Certain housing specifically designated for seniors can exclude families with children. This is limited to housing that is only occupied by persons 62 or older or housing that is intended for and occupied by households with at least one person 55 or older. It does not include federally-assisted elderly housing, such as Section 8 housing or other housing funded by HUD or Rural Development, which must allow children if the household otherwise qualifies.

The number of occupants in a dwelling may be restricted if reasonable, based on certain factors such as the size and capacity of the dwelling, the size and number of bedrooms in the dwelling, the number, age, sex and relationship of the household members, and consistency with federal, state or local occupancy requirements. Generally, two persons per bedroom is reasonable, but not always. Limits should not be based on the number of children.

Limited English Proficiency

Landlords of federally-assisted housing must make reasonable efforts to provide language assistance to tenants and applicants with Limited English Proficiency (sometimes referred to as LEP) to ensure they have meaningful access to housing. A person with Limited English Proficiency is a person who, as a result of national origin, does not speak English as their primary language and who has a limited ability to speak, read, write or understand English. A person who is bilingual is not a person with Limited English Proficiency.

Who do I Contact?

If you want more information or feel you have been discriminated against, please contact:

Office of Fair Housing and Equal Opportunity
United States Department of Housing and
Urban Development (HUD)
10 Causeway Street, Room 321
Boston, Massachusetts 02222-1092
617-994-8300 (voice), 1-800-827-5005 (voice)
or 617-565-5453 (TTY)

Maine Human Rights Commission
State House Station 51
Augusta, Maine 04333
207-624-6290(voice) or
Maine Relay 711 (TTY);
Fax: 207/624-8729

Learn more about federal law on HUD’s Website:

https://www.hud.gov/program_offices/fair_housing_equal_opp

Learn more about state law on the Maine Human Rights Commission's Website:
<http://www.maine.gov/mhrc/guidance/index.htm>

Legal Resources

Pine Tree Legal Assistance:
www.ptla.org

Augusta, 39 Green Street
Tel: 207-622-4731 or Maine Relay 711

Bangor, 115 Main Street
Tel: 207-942-8241 or Maine Relay 711

Lewiston, 95 Park Street
Tel: 207-784-1558 or Maine Relay 711

Machias, 13 Cooper Street
Tel: 207-255-8656 or Maine Relay 711

Portland, 88 Federal Street
Tel: 207-774-8211 or Maine Relay 711

Presque Isle, 373 Main Street
Tel: 207-764-4349 or Maine Relay 711

Farmworker & Native American Units
Bangor
Tel: 207-942-0673

Disability Rights Center
www.drcme.org
1-800-452-1948 (voice/TTY)

MaineHousing's Nondiscrimination Policy

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Kelley Stonebraker, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice), Maine Relay 711, or EqualAccess@mainehousing.org (email).



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



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

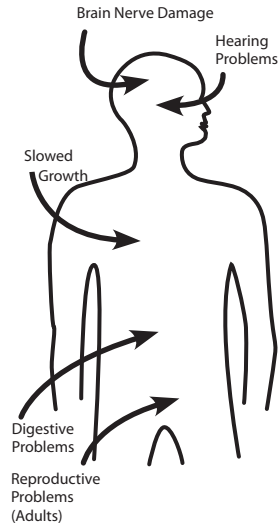
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

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

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

Renovating, Repairing or Painting a Home with Lead-Based Paint

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

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



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

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

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

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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



APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...
IS FRAUD WORTH IT?**

Do You Realize...

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



- ❖ Do you want to go back to work or increase your earnings?
- ❖ Would you like to improve your credit and financial situation?
- ❖ Would you like to go back to school or learn a trade but don't know how to get started?

The **ReStart Program** offers

- ☐ Employment Coaching including:
 - Career Planning
- ☐ Continuing Education Coaching
- ☐ Financial Fitness Training including:
 - Building Credit
 - Financial Planning

To learn more checkout our website: www.mainehousing.org/restart

OR



OR

Contact us:

Melissa

Call or Text
207-626-4660

Email
mames@mainehousing.org

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. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

d. Other good cause for termination of tenancy

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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