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**Dear owner or Property Manager:**

The McHenry County housing Authority is pleased to present this brochure of information on our various housing subsidy programs. The Section 8 Housing Voucher Program is a voluntary, federally funded program, administered by the McHenry County Housing Authority. It's provides housing assistance to eligible low income families, seniors and disabled persons. The program assists such households by subsidizing a portion of the tenants monthly rent and paying it directly to the landlord. Various types of private rental housing are eligible. Owners retain normal management rights including tenant selection, rent collection, property maintenance and lease termination.

In accordance with Federal Regulations, the Housing Authority calculates the amount of assistance each family receives. A family is expected to pay approximately 30% of its income towards rent and utilities. Under some circumstances families may pay more (up to 40%) of their adjusted monthly income toward rent and utilities.

Section 8 subsidies are based on 30% of a family's income and rents for the unit. The Fair Market Rents (FMR) for the eligible size unit is used as a guideline. Fair Market Rents are the maximum rents established by HUD for the local area.

Housing Voucher subsidies equal the Payment Standard (based on FMR) minus 30% of the family adjusted income. The subsidy amount is determined by either the gross rent or the payment standard.

Included with this brochure are three pamphlets that provide additional information:

**McHenry County Housing Authority brochure** – information on various programs administered by the Housing Authority

**A Good Place to Live** – some basic guidelines on Housing Quality Standards

**Protect Your Family from Lead in Your Home** – information on lead based-paint

The Section 8 Rental Assistance programs benefit both the owners and the tenants. The owners receive a portion, and sometimes all the monthly rent in a timely manner. There is also the benefit of an annual inspection done on the unit to determine if any repairs are needed. Keeping your property well-maintained helps retain the value. The tenants benefit from being able to obtain, safe, affordable housing in the area of their choice.

**1125 Mitchell Ct., Crystal Lake IL 60014 Phone (815) 338-7752 Fax (815) 526-3151**



McHenry County Housing Authority is an Equal Opportunity Provider and Employer





**Below is a listing of our Section 8 Program staff**

**Section 8 Coordinator:**

Karen Seager

**Assistant Section 8 Coordinator:**

Julie Keferlis

**Housing Specialists:**

Sarah Drinnenberg

Dawn Hockenberry

Colleen Huntley

Ashley Schultz

**Section 8 Clerk:**

Lisa Motejzik

**HQS Inspectors:**

Kristina Wagner

Osiel Mejia

We would like to again welcome you to our program, and if you have any questions, you may direct them to our Section 8 Coordinator Karen Seager by phone at (815) 308-6035 or e-mail her at [kseager@mchenrycountyhousing.org](mailto:kseager@mchenrycountyhousing.org)

Sincerely,

K. Seager

Section 8 Coordinator





**See inside for what we do:**

- ❖ Housing Choice Voucher Program (Section 8)**
- ❖ Project Based Vouchers**
- ❖ Rental Housing Support Program**
- ❖ Public Housing**
- ❖ Senior and Disabled Housing**
- ❖ Affordable Housing**
- ❖ LIHEAP**
- ❖ Weatherization Program**
- ❖ Owner Occupied Rehab Program**
- ❖ Past-due Rent Assistance**
- ❖ Past-due Mortgage Assistance**
- ❖ Past-due Property Tax Assistance**
- ❖ Security Deposit Assistance**
- ❖ Temporary Emergency Motel Shelter**
- ❖ New Beds for the Formerly Homeless**
- ❖ Urgent Dental Programs**
- ❖ Scholarships**
- ❖ Information & Referral**
- ❖ Homeless Outreach/Community Case Management**

# McHenry County Housing Authority

1125 Mitchell Ct.

Crystal Lake, IL 60014

Phone: (815) 338-7752

## Programs and Services

Revised 5/8/2023

Please see MCHA's website for income limits, documentation lists, and additional information:

[www.mchenrycountyhousing.org](http://www.mchenrycountyhousing.org)

*LIKE US ON FACEBOOK:*

[www.facebook.com/mchenrycountyhousingauthority/](http://www.facebook.com/mchenrycountyhousingauthority/)

In addition to being a housing authority, MCHA is also a community action agency which means that we have many different types of programs and services available to assist residents of McHenry County who have low income. Each program requires a separate application with supporting documentation, and the income limits and documentation requirements may vary per program. Due to confidentiality restrictions, documentation provided to one department at MCHA may not be shared with other departments; therefore, applicants may be requested to provide the same information to more than one department to receive services. ***Please note that MCHA does not have any immediate housing or ongoing month-to-month rental assistance available.*** All of our programs require supporting documentation and some of our programs have long waiting lists. Applications may be conducted via email, phone, US mail, fax, or in-person. Appointments are required for those who want to be seen in-person

*Program availability depends on funding availability.*

**Housing Choice Voucher Program (Section 8):** This is a rental subsidy program where the qualified applicant finds a suitable rental unit in McHenry County and MCHA pays at least a portion of the rent. *Please note that MCHA's Section 8 waiting list is currently closed, and we are not taking any new applications at this time.* Those who are already on the waiting list are waiting approximately 4 years to receive assistance. McHenry County residents are given a preference on the waiting list over non-residents. Household income limit is 50% of the median income for our area.

**Project Based Vouchers:** This program provides rental assistance in designated rental units in different apartment complexes throughout McHenry County. Most of the rental units are located in new or newer construction. The waiting list is open for some of the units in this program, but immediate assistance is not available. The household income limit is 30% or 50% of the area median income, depending on the apartment complex.

**Rental Housing Support Program:** Similar to the Housing Choice Voucher Program, eligible participants receive a rental subsidy. The subsidized rental units are in designated units that are owned by private landlords. The units are located in Marengo, Woodstock, and McHenry. The household income limit is at 30% of the area median income. There is a waiting list for these units.

**Public Housing:** MCHA owns 23 three-bedroom single family houses and duplexes in different areas of the county. Eligible applicants must have a family size that is large enough to qualify for a three-bedroom unit. There is a preference for McHenry County residents, and also for families who are homeless and are working with agencies that are members of the McHenry County Continuum of Care to End Homelessness. There is a waiting list for these units. Household income limit is 80% of the area's median income.

**Senior and Disabled Housing:** Applicants for these rental units must be at least the age of 62 or disabled. There are two locations: Silver Trees in Richmond, and Green Trees in Huntley, for a total of 96 one-bedroom units that are owned by MCHA. Residents of these units receive a rental subsidy, or a lower, affordable rent. Pre-applications are available at MCHA and on MCHA's website. The household income limit is 50% of the area's median income. There is a waiting list for these units.

**Affordable Housing:** MCHA owns Renaissance Apartments, an eight-unit building in Woodstock, with studio, one, and two-bedroom units, for households with a maximum income of 50% of area median income. Renaissance Apartments has lower, affordable rents, but they are not subsidized. There is a waiting list for these units.

**LIHEAP (Low Income Home Energy Assistance Program):** This seasonal program is for income-eligible McHenry County residents. LIHEAP may assist with a payment toward an electric bill and primary heating source bill (natural gas, propane, etc.). Applicants do *not* have to be behind in their electric and heating bills to apply for LIHEAP assistance. The amount of the payment is determined by income, household size, fuel type, and geographic location. LIHEAP may also provide furnace repair or installation assistance to homeowners on an emergency basis. The LIHEAP program can only assist with electric and heating bills; it *cannot* assist with water or sewer bills, phone bills, cable bills, or any other bills.

**Illinois Home Weatherization Assistance Program:** This program is designed to help residents who have low income to save on the cost of heating and cooling while increasing the comfort of their homes. This is accomplished by doing work on the homes, such as sealing cracks with weather stripping and caulk, insulating attics and walls, repairing windows and doors, and replacing windows. The program can also make sure that the home's heating system is safe and in good working order. There is a waiting list for this program.

**Owner Occupied Rehab Program:** Assists eligible homeowners with needed home rehabilitation. Eligible homeowners must have an income that is less than 80% of the area median income, they must have equity in their home and they must be current on their mortgage and property taxes. The assistance is provided as a lien on the home which is only payable upon sale or if the owner no longer occupies the home. There is a long waiting list for this program

**Past-due Rent Assistance:** This program provides a limited amount of past-due rent assistance for eligible applicants who are no more than 2 months behind in their rent and have already received a landlord's 5-days'-notice (or legally equivalent notice). The need for the assistance *must have been caused by a disaster or a recent verifiable economic crisis that was beyond the household's control*. Proof of 30-day residency is required in addition to other required documents such as, must have a current, ongoing 1-year lease and a written late notice from the landlord. The household income limit for this program is 200% of the poverty level for the past 30 days.

**Past-due Mortgage Assistance:** This program may provide a limited amount of past-due mortgage assistance for eligible applicants who have fallen behind in their mortgage payments but are no more than 4 months behind. The need for the assistance must have been caused by a disaster or a recent, verifiable economic crisis *that was beyond the household's control*. Proof of 30-day residency is required in addition to other program eligibility requirements. The household income limit for this program is 200% of the poverty level for the past 30 days. This program cannot be combined with past-due mortgage assistance if the amount of assistance needed to resolve the arrearage is more than \$6,000.

**Past-due Property Tax Assistance:** This program may provide a limited amount of past-due property tax assistance for eligible applicants who have fallen no more than \$6,000 behind in their property taxes. The need for the assistance must have been caused by a disaster or a recent, verifiable economic crisis *that was beyond the household's control*. Proof of 30-day residency is required in addition to other program eligibility requirements. The household income limit for this program is 200% of the poverty level for the past 30 days. This program cannot be combined with past-due mortgage assistance if the amount of assistance needed to resolve the arrearage is more than \$6,000. Those whose property taxes have already been sold in a tax sale are not eligible to apply for this program.

**Temporary Emergency Motel Shelter Assistance:** This program provides motel shelter for McHenry County residents whose homes were destroyed by a recent disaster, such as a fire or tornado. It may also provide emergency shelter in a motel for McHenry County residents who are experiencing homelessness *and* who have already been accepted into a permanent or long-term housing placement with a move-in date that is in the near future *and* there are no other shelter options available. This program cannot provide shelter for those who do not meet the above criteria. Proof of 30-day residency is required in addition to other program eligibility requirements. The household income limit for this program is 200% of the poverty level for the past 30 days.

**Security Deposit Assistance:** This program may provide security deposit and/or 1<sup>st</sup> month's rent assistance for McHenry County residents who are currently experiencing homelessness or who are at imminent risk of becoming homeless. Applications will not be accepted until after the applicant has been approved in writing by a landlord to rent a qualifying unit that is located in McHenry County and the landlord confirms that a 1-year lease will be provided if the applicant is approved to receive the security deposit and/or 1<sup>st</sup> month's rent assistance. The need for the assistance must have been caused by a disaster or recent economic crisis *that was beyond the household's control and the household must provide verifiable proof that they can pay the rent going forward*. Proof of 30-day residency is required in addition to other program eligibility requirements. The household income limit for this program is 200% of the poverty level for the past 30 days.

**New Beds for the Formerly Homeless:** This program may purchase new beds for those who are moving into permanent housing immediately after leaving a homeless shelter or homelessness situation that is located in McHenry County. The applicant's homelessness must be verified in writing by an agency that is located in McHenry County that serves those who are homeless. *This program is only for those leaving homelessness and who do not already have a bed*; it cannot be used to replace an existing bed. Applicants may not apply for a bed until they have been approved to rent a suitable rental unit. Proof of 30-day residency is required in addition to other program eligibility requirements. Household income limit for this program is 200 % of the poverty level for the past 30 days.

**Dental Programs:** This program assists McHenry County residents who have low income and do not have dental insurance. Applicants must have an immediate dental need, such as cavities, pain, broken teeth, or bleeding gums. *It cannot be used for mouth guards, orthodontics (braces), or dental implants*. Assistance is given in the form of a voucher to be used at a local dentist. Proof of 30-day residency is required in addition to other program eligibility requirements. The CSBG Urgent Dental Program's household income limit is 200% of the poverty level for the past 30 days and is open to all ages. Our Senior Dental Program has a household income limit of 50% of the area's median income and is limited to those who are at least 55 years-of-age.

**Scholarship Program:** Funded by a Community Services Block Grant, each year MCHA offers two \$1,500 scholarships for adults, age 18 and older, who are already enrolled in post-secondary education or trade training in an effort to become more employable. The funds are paid to the college,





## **1-II.B. HCV PROGRAM BASICS**

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. The PHA is afforded choices in the operation of the program which are included in the PHA's administrative plan, a document approved by the board of commissioners of the PHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in the PHA's jurisdiction and may also be eligible to move under portability to other PHAs' jurisdictions.

When a family is determined to be eligible for the program and funding is available, the PHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, the PHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. The PHA continues to make payments to the owner as long as the family is eligible, and the housing unit continues to qualify under the program.

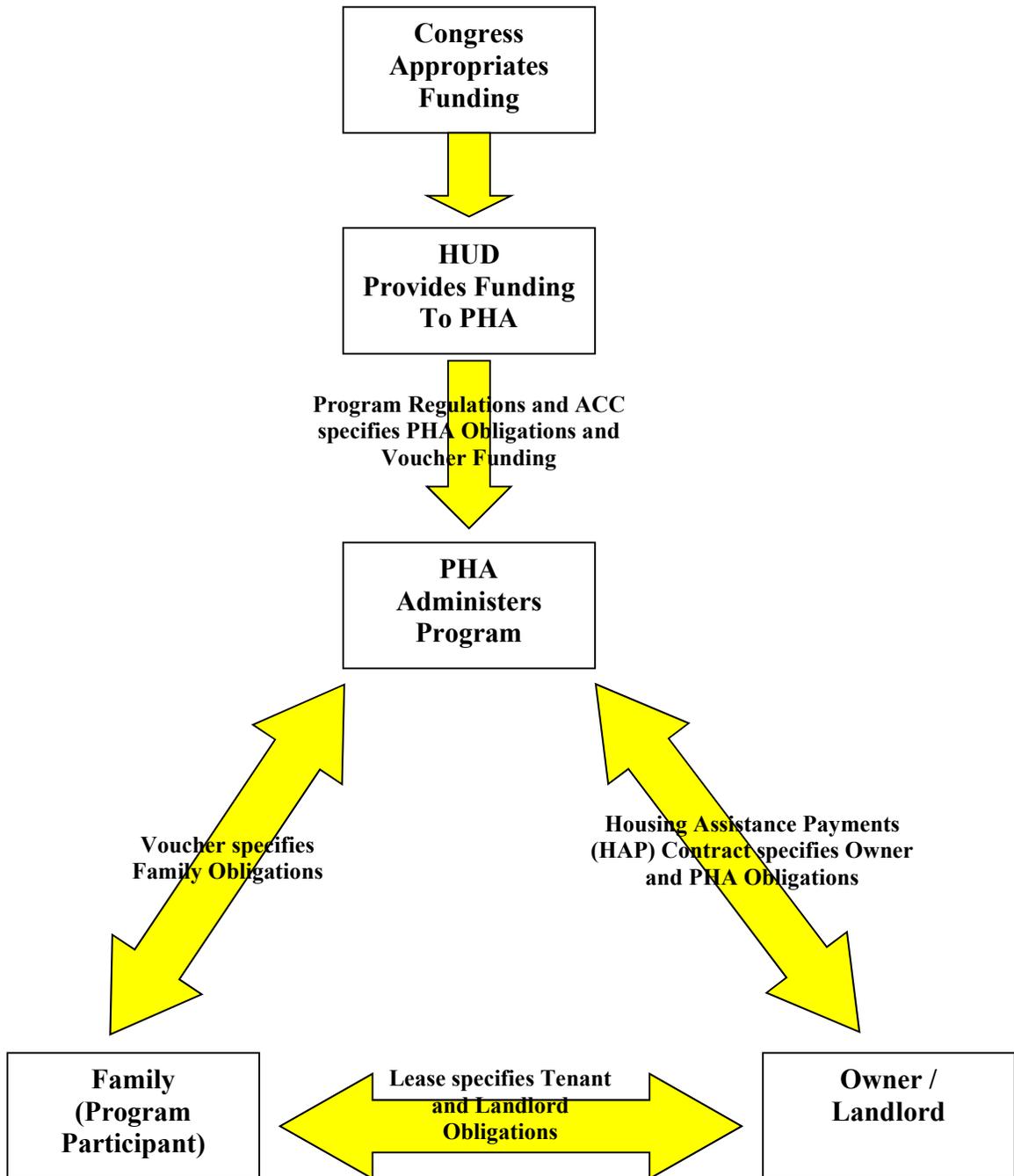
## **1-II.C. THE HCV PARTNERSHIPS**

To administer the HCV program, the PHA enters into a contractual relationship with HUD (Consolidated Annual Contributions Contract). The PHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, the PHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The chart on the following page illustrates key aspects of these relationships.

**The HCV Relationships:**



## **What Does HUD Do?**

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

## **What Does the PHA Do?**

The PHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies to administer the program;
- Review applications from interested applicants to determine whether they are eligible for the program;
- Maintain a waiting list and select families for admission;
- Issue vouchers to eligible families and provide information on how to lease a unit;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Recertify families for continued eligibility under the program;
- Ensure that owners and families comply with their contractual obligations;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the ACC, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

## **What Does the Owner Do?**

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine suitability as renters.
  - The PHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
  - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments contract executed with the PHA;
- Comply with all applicable fair housing laws and do not discriminate against anyone;
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

## **What Does the Family Do?**

The family has the following responsibilities:

- Provide the PHA with complete and accurate information as determined by the PHA to be necessary for administration of the program;
- Make their best and most timely efforts to locate qualified and suitable housing;
- Attend all appointments scheduled by the PHA;
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify the PHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify the PHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

## **1-II.D. APPLICABLE REGULATIONS**

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

## SECTION 8 INSPECTION REQUIREMENTS

Landlords and tenants often have questions regarding the inspection requirements for the Section 8 Rental Assistance Program. This is a condensed version of the requirements. If you have additional questions, or need specific technical information regarding requirements, please call the Housing Authority and speak with one of the Housing Inspectors or the Section 8 Program Coordinator.

### General Inspector Information

- All windows and exterior doors must lock securely
- **Windows**-one window per room must have a screen in good condition. Windows must open and close properly, and broken or badly cracked panes will fail.
- **Walls/Ceilings**-severe bulging or cracking will fail, loose or falling plaster or drywall will fail
- **Floors**-buckling/movement or softness will fail. Any kind of tripping hazard (excessive damage to floor coverings, loose carpet edges at doorways, missing register covers, etc.) will fail
- **Foundation**-must be in good condition-no large cracks or holes, no crumbling bricks/stone/concrete, no

undermining/collapse or major deterioration

- **Steps/Porches/Rails**-no broken/missing/rotten steps, a handrail on all flights consisting of 4 or more consecutive steps, a rail around any porch or other drop of more than 30 inches
- **Roof**-structurally sound & weather tight (no buckling/sagging/leaking/holes, or areas of missing shingles.)
- **Exterior Walls**-structurally sound (no buckling/bowing/leaning/large cracks/missing pieces of masonry, deterioration that allows water or vermin in)
- **Chimney**-no leaning, deterioration or disintegration, no missing mortar or bricks, no missing or improperly installed parts
- **Manufactured Homes**-(Mobile Homes)-must have approved tie-downs or alternative anchors that are manufactured-approved, must also have at least one smoke detector
- **Unit Access**-family must not have to go through another unit or otherwise trespass to reach their own unit
- **Unit Exits**-approved emergency exits must exist. There must be at least 2 exits from the building. Exits must not be blocked or permanently closed. Exits must be considered adequate by the appropriate local officials. Second story of the house must have an exit. Allowed are exterior stairs or second set of interior stairs, a window that leads to a ladder or porch roof. If no such items exist, the Landlord will be required to supply a fire ladder
- **Vermin**-cockroaches/rats/mice etc. are unacceptable
- **Garbage and debris**-unit and grounds should be free of accumulation of garbage and debris
- **Elevators**-local inspection certificate must be displayed
- **Air Quality**-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
- **Site Conditions**-no building on or near the property that pose health hazard, no flooding and/or drainage problems, proximity to open sewage, fire hazards, abnormal air pollution or smoke, continuous or excessive vibration caused by vehicular traffic
- **Smoke Detectors**-install as per State Law (typically, one detector per level of a house, with a smoke detector within 15 feet of the bedrooms. Same for apartments, with an additional detector installed at the top of each stairwell
- **Carbon Monoxide Detector**-install as required by State Law

**FOR THE DEAF AND HEARING-IMPAIRED: IT IS THE LANDLORD'S RESPONSIBILITY TO SUPPLY AN APPROVED**

## **SMOKE DETECTOR FOR THE DEAF AND HEARING-IMPAIRED**

- **House numbers**-rental unit must have the appropriate house number displayed so that it can be identified from the street, buildings with 2 or more units must be clearly marked with separate unit numbers or letters
- **Heating Equipment**-Rental Program is concerned with the potential for fire or explosion, escape of gas fumes or unvented combustion gases; damage to system so that heat is nonexistent inadequate/dangerous. Gas unit must have a manual shut off valve. All units must be in good condition and be properly vented. No major leaks in ducts or radiators. Nothing stored around furnace/boiler/heater. If a water heater is located in a living area, a safety divider or shield must be installed (check with manufacturer regarding ventilation requirements). **TAG FROM A UTILITY COMPANY WILL EARN A "FAIL" RATING.**

### **Specific Inspector Information**

- **Living Room**-must have 2 outlets OR 1 outlet plus 1 permanently installed light fixture; at least 1 open able window with a screen in good condition
- **Kitchen**-must have 1 outlet plus 1 permanently installed light fixture (light must be operated with a

- switch if it is near a water source-no pull chains allowed near a water source); there is no window requirement; a sink with hot and cold running water, sink drain must have a trap and no leaking; **stove**-all burners and oven must operate properly, no gas leaks, all knobs must be present; **refrigerator** -refrigerator and freezer sections must both work; **cabinets**-there must be adequate space for storage and preparation of food (cabinets and counters)
- **Bath**-must have a permanent light fixture operated from a switch (no pull chains are allowed); ventilation-an open able window with a screen, or a ventilation system (electric fan or a shaft designed for ventilation); toilet-flush toilet that works with no leaking; **sink**- sink with hot and cold running water (the kitchen sink cannot be a substitute for a bathroom sink), sink drain must have a trap and no leaks; **tub**- a shower or tub with hot and cold running water, no leaking; drains must be connected to an approved disposal system (city sewer or private septic system)
- **Bedroom**- At least 2 outlets, OR 1 outlet plus 1 permanently attached light fixture; **Size Requirements** - minimum 70 square feet, with the shortest wall no less than 7 feet long, minimum ceiling height of 6 ½ feet; at least 1 open able

window with screen in good condition.  
**A ROOM WILL NOT BE CONSIDERED A BEDROOM IF IT HAS TO BE TRANSGRESSED TO ACCESS ANOTHER BEDROOM OR THE ONLY BATHROOM (except in 1 bedroom units)**

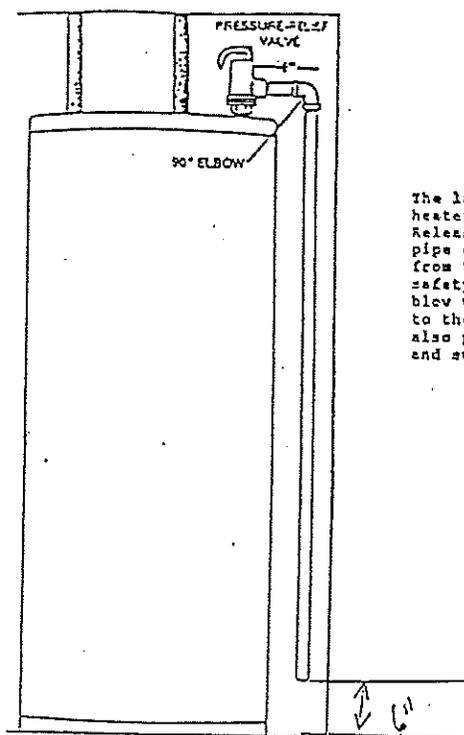
### **Misc. Information**

- **All outlets** will be tested with an outlet tester. Outlets must be properly wired. GFI outlets must operate properly.
- **A bedroom is not required to have a closet.**
- **Lead paint** is a concern. If there is peeling paint inside or outside the unit, it will be required to be repaired.
- **A window** must open to the exterior of the building (rather than another room or an interior hall) to meet the requirement of a window.
- **There is no requirement for storm windows or storm doors.**

## HOUSING QUALITY STANDARDS

Most commonly failed items:

- Non-functioning smoke detectors
- Three prong electrical outlets not grounded correctly
- Missing or cracked electrical outlet cover plates
- Railings not present where required
- Peeling interior or exterior paint
- Tripping hazards caused by permanently installed floor coverings
- Cracked or broken window panes
- Inoperable burners on stoves or missing burner control knobs
- Inoperable bathroom fan or no ventilation
- Leaking faucets or plumbing
- Temperature or pressure release valve on water heaters' overflow pipe is downsized or not metal



The law now requires that all hot water heaters be equipped with: A Safety Release Valve. There must also be a pipe extending down towards the floor from the valve. This is for everyone's safety! If they should overheat and blow up, the hot water will be diverted to the floor and not at you. It would also prevent unnecessary damage to walls and surrounding equipment.

# NOTICE

## ILLINOIS LAW: PUBLIC ACT 85-143

### SMOKE DETECTOR ACT

1. "UL" approved detectors are required.
2. "ALL" dwelling units must have a detector.
3. One detector must be within 15 feet of sleeping area.
4. Single family dwellings must have one smoke detector on every story, including basements.
5. Every structure with more than one dwelling unit or contains one dwelling and is mixed-use structure must have one detector at the top of the interior stairwell.
6. The owners must supply and install the required detectors.
7. The owner must test and provide general maintenance on detectors in their dwelling unit.
8. The tenant must test and provide general maintenance ion detectors in their dwelling unit.
9. The tenant is responsible to replace any required batteries in the detectors in their unit.
10. The tenant must notify the owner in writing if there are any deficiencies in the detector.
11. If the dwelling is in existence prior to July 1, 1998, the necessary detectors may be battery powered or wired into the AC power line. They do not have to be interconnected.
12. Any dwelling unit that is newly constructed, reconstructed, or substantially remodeled after December 21, 1987 must have their detectors permanently wired into the structures' AC power line. If more than one detector is required, they have to be wired so that one detector will activate "ALL" the detectors in the dwelling unit.
13. It is against the law to tamper with or remove batteries from smoke detectors.

# UPDATED ILLINOIS SMOKE ALARM LAW

- Effective January 1, 2023 -

In 2017, the Illinois Fire Safety Alliance worked with the General Assembly to pass a law which will require Illinois residents to replace their old smoke alarms with the type that has a long-term, 10-year sealed battery beginning January 1, 2023. This would apply to residents that are still using alarms with removable batteries or alarms that are not hardwired.



## What is the Updated Illinois Smoke Alarm Law?

- Since 1988, all dwellings in Illinois have been required to have smoke alarms.
- In 2017, Public Act 100-0200 was passed to update the Illinois Smoke Detector Act to reflect advances in alarm technology.
- Come January 1, 2023, any new smoke alarm being installed withing a single or multi-family home are required to be featured with a 10-year sealed battery.
- Smoke alarms in single or multi-family homes prior to January 1, 2023 may remain in place until they exceed 10 years from their manufactured date, fails to respond to operability tests, or otherwise malfunctions.

## Exemptions

- Homes built after 1988 that already have hardwired smoke alarms.
- Homes with wireless integrated alarms that use low-power radio frequency communications, Wi-Fi, or other Wireless Local Area Networking capability.

To view the Illinois law in its entirety, visit [www.IFSA.org/smoke-alarm-law](http://www.IFSA.org/smoke-alarm-law)



Illinois Fire Safety Alliance  
(847) 390-0911  
[www.IFSA.org](http://www.IFSA.org) | [ifsa@ifsa.org](mailto:ifsa@ifsa.org)

— BENEFIT OF 10-YEAR SEALED BATTERIES —

		
<b>HASSLE-FREE</b> No more climbing up the ladder to change batteries.	<b>NO LATE-NIGHT LOW BATTERY CHIRPS</b>	<b>MORE SAVING</b> No more costly battery replacements for the life of the alarm.

# NOTICE

ILLINOIS LAW: PUBLIC ACT 094-0741

## CARBON MONOXIDE ALARM DETECTOR ACT

**Effective Date: 1/1/2007**

Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of the tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Willful failure to install or maintain in operating condition any carbon monoxide alarm required by this Act is a Class B misdemeanor.

Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

### **EXEMPTIONS:**

- 1. A residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner, to receive carbon monoxide from that source.*
- 2. A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building commissioner.*

"Approved carbon monoxide alarm" means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association.

"Dwelling unit" means a room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building.



Carbon Monoxide Alarm & Smoke Detector Agreement

Resident Name: \_\_\_\_\_

Address/Unit: \_\_\_\_\_

State law requires property owners to install one approved operating carbon monoxide alarm within 15 feet of every sleeping room in a dwelling if the building uses fuel-fired or burning appliances for any purpose, the bedroom contains a fireplace, or the unit has an attached garage. State law also requires one smoke detector within 15 feet of each sleeping room. HUD requires smoke detectors on every level of the dwelling unit, including basements, excluding crawl spaces and unfinished attics. These devices may be combined or separate and can be battery operated, plug-in with battery backup or hard-wired with battery backup.

It is the responsibility of the property owner to supply and install the required alarms and provide written instructions (carbon monoxide alarms only) regarding testing, operation, and maintenance to the resident.

It is the responsibility of the resident to regularly test the alarms, provide general maintenance for the alarms, including replacement of batteries as necessary, and to notify the owner in writing of any deficiencies that the tenant cannot correct. Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed alarm is a Class 4 Misdemeanor for a first conviction, and a Class 4 Felony for any subsequent convictions.

Resident shall read and initial each item:

- \_\_\_\_\_ 1. No carbon monoxide alarms are required in this dwelling (skip to #3).
- \_\_\_\_\_ 2. Carbon monoxide alarms are installed and working. I have received written instructions for the carbon monoxide alarm.
- \_\_\_\_\_ 3. Smoke detector alarm(s) are installed and working.
- \_\_\_\_\_ 4. I understand testing, operation & maintenance of these devices.
- \_\_\_\_\_ 5. I will notify the owner in writing of any operating deficiencies of these devices.

I HAVE READ, UNDERSTAND, ACKNOWLEDGE, AND AGREE TO THE ABOVE:

Resident Signature	Date	Owner/Landlord	Date
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1125 Mitchell Ct., Crystal Lake, IL 60014 Phone (815) 338-7752 Fax (815) 526-3151



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MCHENRY COUNTY HOUSING AUTHORITY

## **VAWA Facts for Landlords**

The **Violence Against Women Act**, or **VAWA**, which went into effect in 2006, is a federal law which protects individuals who are victims of domestic violence, dating violence, sexual assault and stalking. These are the facts for landlords:

### **Protection for Victims**

You cannot refuse to rent to an applicant or evict a tenant solely because he or she is a victim of domestic violence, dating violence or stalking. Also, criminal acts directly related to the violence caused by a household member or guest cannot be the reason for evicting the victim of the abuse.

### **Permissible Evictions**

You may evict a victim of domestic violence if you can show there is an actual and immediate threat to other tenants or employees at the property if the victim is not evicted. You may also evict for serious and repeated lease violations that are not related to domestic abuse. You cannot hold a victim of abuse to a more demanding standard than you hold tenants who are not victims.

### **Evicting the Abuser from the Household**

You may bifurcate (split) the lease by evicting the abuser while allowing the victim and other household members to remain in the unit. You must follow all applicable eviction laws. The remaining family members must retain their rights as tenants.

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

If a tenant asserts VAWA's protections, you may request that they certify that he or she is a victim. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request documentation, you must do so in writing and give the tenant at least 14 business days to provide it. You are free to extend this deadline.

### **Acceptable Forms of Proof to be Submitted by Victim**

- **HUD-5382**- a certification form available from [www.hud.gov](http://www.hud.gov) or from the Section 8 office. OR
- A police or court record, such as a current order of protection. OR
- A statement from a medical professional, attorney or victim service provider who has helped the victim address incident(s) of violence stating "under penalty of perjury" that the incident(s) of abuse are real; signed by the professional and the victim.

### **Confidentiality**

You must keep confidential any information a tenant provides about the violence against them. Exceptions:

- When release of information is required by law.
- When the tenant gives you written permission.
- When you need the information in an eviction.

You must inform the victim before eviction proceedings so that safety risks may be identified and addressed.

### **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 to protect the victim and orders dividing property among household members in cases where a family breaks up. It does not replace any local, state or federal law that provides greater protection for victims of domestic/ dating violence or stalking.

### **Definitions Under VAWA**

**Domestic violence** includes a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; a person with whom the victim shares a child in common; a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction; any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** is that which is committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim AND where the existence of such a relationship shall be determined based on a consideration of the length and type of the relationship and the frequency of interaction between the persons involved in the relationship.

**Sexual Assault** means any nonconsensual sexual act proscribed by Federal, tribal, or state law, including when the victim lacks capacity to consent.

**Stalking** is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others; or suffer substantial emotional distress.

### **Additional Information**

National Domestic Violence Hotline: 1-800-799-7233

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## GENERAL PROCEDURE FOR PARTICIPANT FINDING/LEASING UNIT

Voucher holders are responsible for locating a rental unit, which may be the unit they currently occupy, that meets the following requirements. The Voucher will indicate what size unit the family is eligible for and the time period that it is effective.

### THE UNIT

- The rental unit must be in McHenry County.
- A Request for Lease Approval form (provided by the HA to an eligible participant) must be filled out by the owner and the participant and turned in to the Housing Authority.
- The unit must meet U.S. Government Housing Quality Standards. An inspection is conducted by a Housing Authority employee to assure that the unit complies with those standards. If repairs are required, a reasonable amount of time is allowed to make the repairs.
- An owner must voluntarily agree to participate by signing the Housing Assistance Contract and Lease Addendum.
- Proof of ownership must be provided by the owner.

### THE RENT

- A reasonable rent should be charged based upon the unit's size, location and amenities.
- The Contract Rent specified in the lease will be paid partially by your tenant and partially by the Housing Authority. The HA's share will be paid by check drawn on a local bank and will be mailed on or about the first working day of the month the rent is payable.
- Owner collects the tenant's share of the rent as usual. The amount may be subject to change based on a change in household income.
- Annual increases are permitted; however, with Vouchers, because each participant receives a fixed amount of assistance, the portion of the rent payable by the Housing Authority will not necessarily increase if the rent increases.
- Request for increase in rent must be made at least 60 days before the anniversary date.

### THE LEASE

- Owner may use their own lease or a standard lease. The lease is between the owner and the tenant.
- Initial term of the lease must run at least one year.
- It must provide for automatic renewal for successive definite terms such as year to year, month to month or an indefinite extension.
- Is amended to satisfy program rules by attaching the document titled "Addendum to Lease".
- Must run concurrent with the HAP Contract and the HAP Contract may not begin before the unit passes HQS inspection.
- Evictions must be in accord with Section 8 regulations and Illinois law but do not require the Housing Authority's consent.

# 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)			
Refrigerator			Provided by
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 email: \_\_\_\_\_

Tenant Email: \_\_\_\_\_



MCHENRY COUNTY HOUSING AUTHORITY

Subject Property Details

Number of full bathrooms: \_\_\_\_\_

Number of half bathrooms: \_\_\_\_\_

Square footage of unit: \_\_\_\_\_

Year unit was built: \_\_\_\_\_

Is there a garage space that comes with this unit? \_\_\_\_\_

If yes, is garage attached or detached \_\_\_\_\_ How many spaces: \_\_\_\_\_

Is the unit heated by: forced air / baseboard heat / radiant heat / other: \_\_\_\_\_

Is the unit cooled by: central air conditioning / wall or window unit (provided by landlord) / none

Amenities Provided by Landlord: (Please check all that apply)

\_\_\_\_\_ Cable included

\_\_\_\_\_ Dishwasher

\_\_\_\_\_ Gated Community

\_\_\_\_\_ Ceiling fans

\_\_\_\_\_ Garbage Disposal

Maintenance by Landlord:

\_\_\_\_\_ Washer in unit

\_\_\_\_\_ Microwave

\_\_\_\_\_ Lawn

\_\_\_\_\_ Dryer in unit

\_\_\_\_\_ Refrigerator

\_\_\_\_\_ Pest Control

\_\_\_\_\_ W/D hookups

\_\_\_\_\_ Stove

\_\_\_\_\_ Trash removal

\_\_\_\_\_ Onsite Laundry

\_\_\_\_\_ Balcony

\_\_\_\_\_ Pool

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Dear Potential Landlord:

Security deposits are paid by the tenant and the amount is determined by the lease. No damages, unpaid rent, or vacancy loss will be payable by the McHenry County Housing Authority. Any damages or monies owed on the unit will be solely the tenant’s responsibility.

A common misunderstanding held by landlords is that the McHenry County Housing Authority has checked to determine that the participant is a “good” tenant. The McHenry County Housing Authority contracts to subsidize the rent for an eligible participant. We do not run credit or reference checks, nor can we say whether a tenant is good or bad. The landlord should choose their tenant using the same procedure for a Section 8 tenant as they would a private tenant. Because many Section 8 participants do not have credit ratings, requesting the potential tenant provide you with a printout from the utility companies will show whether or not they pay their bills. This can be done at no cost to the tenant. This is very important because if utilities are shut off, the Housing Authority cannot pay rent on the unit due to failing Housing Quality Standards. Also checking one landlord back from the current one can sometimes give a more accurate reference. Listed below are the client and landlord names and addresses.

A sample of the lease offered to the tenant should be provided to the Housing Authority when the Request for Tenancy (RFTA) is submitted. The lease offered to the tenant must run for at least one year. An automatic renewal of either year to year OR month to month may be specified in the lease.

One unit rented to a Section 8 Housing Choice Voucher participant in a building does not mean that all the units in the building must also be rented through Section 8. Another misconception is that once a unit has been rented with the Section 8 rental assistance, it must always be rented by a Section 8 Housing Choice Voucher participant.

Units must be vacated by the previous tenant before any inspection can be done and must pass move-in inspections before a contract can begin for a participant. At no time does the McHenry County Housing Authority do repairs on the unit. Repairs are the landlord’s responsibility.

Attached is a lead-based paint disclosure form and a smoke detector/carbon monoxide detector form that must be filled out by the owner and tenant and return to MCHA.

Tenant	Current Landlord	Previous Landlord

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Carbon Monoxide Alarm & Smoke Detector Agreement

Resident Name: \_\_\_\_\_

Address/Unit: \_\_\_\_\_

State law requires property owners to install one approved operating carbon monoxide alarm within 15 feet of every sleeping room in a dwelling if the building uses fuel-fired or burning appliances for any purpose, the bedroom contains a fireplace, or the unit has an attached garage. State law also requires one smoke detector within 15 feet of each sleeping room. HUD requires smoke detectors on every level of the dwelling unit, including basements, excluding crawl spaces and unfinished attics. These devices may be combined or separate and can be battery operated, plug-in with battery backup or hard-wired with battery backup.

It is the responsibility of the property owner to supply and install the required alarms and provide written instructions (carbon monoxide alarms only) regarding testing, operation, and maintenance to the resident.

It is the responsibility of the resident to regularly test the alarms, provide general maintenance for the alarms, including replacement of batteries as necessary, and to notify the owner in writing of any deficiencies that the tenant cannot correct. Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed alarm is a Class 4 Misdemeanor for a first conviction, and a Class 4 Felony for any subsequent convictions.

Resident shall read and initial each item:

- \_\_\_\_\_ 1. No carbon monoxide alarms are required in this dwelling (skip to #3).
- \_\_\_\_\_ 2. Carbon monoxide alarms are installed and working. I have received written instructions for the carbon monoxide alarm.
- \_\_\_\_\_ 3. Smoke detector alarm(s) are installed and working.
- \_\_\_\_\_ 4. I understand testing, operation & maintenance of these devices.
- \_\_\_\_\_ 5. I will notify the owner in writing of any operating deficiencies of these devices.

I HAVE READ, UNDERSTAND, ACKNOWLEDGE, AND AGREE TO THE ABOVE:

Resident Signature	Date	Owner/Landlord	Date
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**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. 4852d 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

## Lead Poisoning

Childhood lead poisoning has serious negative consequences on childhood growth and development. The U.S. Centers for Disease Control and Prevention (CDC) has consistently affirmed that deteriorated lead-based paint and lead-contaminated dust are the most hazardous sources of lead exposure in children. Lead-based paint can be found in homes built before 1978, with an increased prevalence in very old homes with original painted windows, doors, and trim (Jacobs et al., 2002; Cox et al., 2015).

In 2012, the CDC lowered its reference level for lead in the blood of children under age 6 to 5 micrograms of lead per deciliter of blood, and provided guidance for health departments and medical professionals at [www.cdc.gov/nceh/lead/acclpp/cdc\\_response\\_lead\\_exposure\\_recs.pdf](http://www.cdc.gov/nceh/lead/acclpp/cdc_response_lead_exposure_recs.pdf). On January 13, 2017, HUD amended the LSHR to align it with CDC's updated guidance.

Consistent with CDC's guidance, HUD is now using the reference level of 5 micrograms per deciliter to identify children with an EBLL. This new level is the blood lead level of the highest 2.5 percent of U.S. children ages 1 to 5 years. CDC may revise this level in the future, and if so, HUD will update its EBLL as used under the LSHR, via the notice and comment process, as provided by the definition of EBLL in the amendment (24 CFR 35.110).

However, if a state or local government establishes more protective standards in response to lead in children's blood, LSHR's section 35.150 directs PHAs to follow those standards.

## Housing Choice Voucher (HCV) Program

For Housing Choice Voucher (HCV) units, when a child under 6 is identified with an EBLL, the PHA or the owner, as described below, must take certain steps. (For a more detailed explanation, please refer to section 6.) For the HCV program, the regulations identify the PHA as the designated party for ensuring compliance with all the regulations. This includes the same steps as for public housing, except that the owner is responsible for some of the steps, and the PHA, other steps. In addition, for several steps, as described below, the PHA may wish to collaborate with the owner to expedite implementation.

### **The Owner is responsible for:**

- **Initial notification of a confirmed case to HUD:** Notifying the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child's address – within 5 business days. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to be notified of the case by the owner and to forward the notification to the two HUD offices.
- **Initial notification of the public health department, when necessary:** When the owner is notified of the case by any medical health care professional other than the public health department, the owner shall notify the public health department of the name and address of the

child within 5 business days. The PHA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to inform the public health department.

- **Verification of the case, when necessary:** When the owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner should immediately convey the information to the PHA so the PHA may notify the public health department, if the PHA has indicated, or indicates at this time, that it wishes to collaborate with the owner on implementation of the rule, as described below.
- **Control of lead-based paint hazards:** Completing the reduction of lead-based paint hazards in the index unit and common areas servicing that unit that were identified by the environmental investigation conducted by the PHA within 30 calendar days, using a certified lead-based paint abatement firm or certified lead renovation firm. Work shall include occupant protection, and clearance of the unit and common areas servicing that unit by an independent certified risk assessor or a trained dust sampling technician working under the risk assessor in accordance with section 35.1340.
- **Notification to other residents:** As already required by the LSHR, in a multiunit property, the owner must notify all residents of lead evaluation and hazard control activities.
- **Ongoing maintenance:** Maintaining covered housing without deteriorated paint if there is child under 6 in the family in accordance with sections 35.1220 and 35.1355(a).

### **The PHA is responsible for:**

- **Verification of the case, when notification is not from a medical health care provider:** The PHA may wish to collaborate with the owner on this verification of an EBLL case, such as by agreeing with the owner to receive the information about the possible case. The PHA shall immediately verify the information with the public health department or other medical health care provider.
- **Environmental Investigation:** Conducting an environmental investigation of the child's unit and the common areas servicing that unit in accordance with Chapter 16 of the HUD *Guidelines*, as described in section 6 below. If lead-based paint hazards are found in the child's unit (the index unit) in a multiunit property, see section 9 below regarding risk assessments to be conducted in other covered units with a child under age 6 and the common areas servicing those units.
- **Monitoring of owner's compliance with LSHR:** Monitoring the owner's compliance with the LSHR in accordance with the Housing Assistance Payments (HAP) contract between the PHA and the owner. PHAs can perform oversight of this in conjunction with periodic Housing Quality Standards (HQS) inspections, but not at a frequency less than annually if there was deteriorated paint or known lead-based paint hazards identified in the child's unit or common areas servicing that unit. This includes such actions as (see above) monitoring the owner's:
  - o Notifying HUD of a confirmed case;
  - o Notifying the public health department when any other medical health care professional notified the owner of the case;
  - o Verifying the case when the owner receives information from a person who is not a medical health care provider that a case may have occurred;

- o Ensuring that any required lead hazard control (including passing clearance) is complete;
- o Ensuring that residents of other units in a multiunit property were notified of lead evaluation and hazard control activities; and
- o Ensuring that ongoing maintenance of paint is conducted in accordance with sections 35.1220 and 35.1355(a).

● **Control:** Ensuring the owner completes and clears the control of lead-based paint hazards identified in the Environmental Investigation of the index unit and the common areas servicing that unit. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described in section 9 below.

The PHA may wish to collaborate with the owner on the response, including providing the names of qualified and certified lead hazard control contractors, providing for the clearance examination, and ensuring notification to other residents in a multi-unit property.

## **9. Other Covered Units of the Property (and Common Areas Servicing those Units)**

If the environmental investigation indicates there are lead-based paint hazards in the index unit or common areas servicing that unit, any other assisted units in the property with a child under age 6 residing (“Other Covered Units”) must receive a risk assessment, as must common areas servicing those units. This includes other assisted units designated as housing for the elderly and/or persons with disabilities where a child under age 6 resides or is expected to reside. The party that conducts the risk assessments depends on the assistance program:

● In the HCV and PBV programs, the owner is responsible for conducting the risk assessments. The PHA may wish to collaborate with the owner on conducting the risk assessments, as described in section 5, above.

The risk assessments of the other covered units must be conducted within 30 calendar days of receiving the results of the environmental investigation for a property with 20 other covered units or fewer, and within 60 calendar days for a property with more than 20 other covered units.

While a PHA or owner may, for its own strategic reasons, choose to conduct risk assessments on all the other assisted dwelling units with a child under age 6 (or even all the other assisted dwelling units or all the other dwelling units), random sampling of other covered dwelling units to be assessed is permissible in properties with more than 20 covered dwelling units for pre-1960 properties, and more than 10 covered dwelling units for 1960-1977 properties. HUD’s sampling protocol can be found in Table 7.3 of the *Guidelines*, on page 7-38. For example, for a 1925 multiunit property in which there are 47 other covered units (with certain characteristics identified in the table) shows that at least 31 units are to be sampled randomly.

If the evaluation was completed in a multiunit property, all assisted residents must be notified that an evaluation was completed. The party that conducts the resident notification depends on the assistance program:

- In the HCV and PBV programs, the owner is responsible for notifying the assisted residents. The PHA may wish to collaborate with the owner on notifying the assisted residents, as described in section 5, above.

All lead-based paint hazards identified by the risk assessments must be controlled. As under the original LSHR, if a random sampling of units and/or common areas is used in the risk assessment, if lead-based paint hazards were found in that sample, all units and/or common areas represented by the random sampling must have corresponding building components that have lead-based paint hazards in sampled and un-sampled units controlled, because the components in un-sampled units are presumed to have lead-based paint hazards.



MCHENRY COUNTY HOUSING AUTHORITY

## Federal Lead-Based Paint Regulations for Housing Units Built Prior to 1978 and House Children under the Age of Six

The US Department of Housing and Urban Development (HUD) implemented regulation 24 CFR 35 on September 15, 2000. The regulation requires Public Housing Authorities (PHA) and landlords to take practical steps to control lead-based paint hazards in housing units receiving Housing Choice Voucher (HCV) Section 8 assistance. The regulation applies only to dwelling units occupied or to be occupied by families or households that have one or more children under the age of 6, commons areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or commons areas. Commons areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children under the age of 6, including on-site play areas and child care facilities.

McHenry County Housing Authority inspectors will perform a VISUAL ASSESSMENT and inspection of all units initially when families enter into leases and during regularly scheduled inspections.

1) If DETERIORATED PAINT (peeling, chipping, cracking, chalking) is present at the time of inspection, the units will fail and owners will be required to make repairs. The owner must stabilize each deteriorated paint surface before commencement of assisted occupancy or within 30 days of notification for currently assisted and occupied units.

2) The inspectors will determine if the deteriorated areas are below or exceed the DE MINIMIS LEVEL (minimum standard set by HUD):

- 20 square feet on exterior surface;
- 2 square feet in any one interior room or space; or
- 10 percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include window sills, baseboards, and trim.

3) If the deteriorated paint is above the DE MINIMUS LEVELS and the unit was built prior to 1978 and a child under the age of six resides or is expected to reside in the household, owners will be required to follow lead-based paint regulations.

4) LEAD-BASED PAINT REGULATIONS require that owners utilize workers trained and certified in LEAD-SAFE WORK PRACTICES to perform all repair work on deteriorated paint violations above the de minimus levels. Owners will also need to have a CLEARANCE TEST performed on the unit by a person who is trained and certified to conduct the test. Owners will be required to provide copies of the worker's certification and clearance test to MCHA once all repair work has been completed. The owner must provide a notice to occupants regarding hazard reduction activity and a notice describing the results of the clearance examination.

5) If the deteriorated paint is below the de minimus levels, lead-safe work practices and clearance tests are not required. However, the deteriorated paint areas will need to be stabilized using safe paint removal procedures and repainting.

1125 Mitchell Ct., Crystal Lake IL 60014 Phone (815) 338-7752 Fax (815) 526-3151



McHenry County Housing Authority is an Equal Opportunity Provider and Employer





6) MCHA encourages all owners of housing units built prior to 1978 to utilize lead-safe work practices performing all repair work regardless of the de minimum levels.

7) We encourage owners to perform ongoing maintenance and painting of their properties which will help eliminate deteriorated paint areas. This will enable your units to meet the Housing Quality Standards (HQS) and lead-based paint requirements.

Most landlords are already complying with HQS and any other lead-based paint requirements and will not be affected by this regulation. **For those units that may have chipping, peeling, cracking, or chalking paint, the problem would be best served by addressing painted surfaces using safe work practices prior to the HQS inspection.**

If you have questions regarding this matter, you may phone (815) 338-7752 and ask to speak with the Section 8 Coordinator or a HQS Inspector. We appreciate your cooperation in this matter and will try to assist with additional information.

Sincerely,  
Karen Seager  
Section 8 Coordinator

1125 Mitchell Ct., Crystal Lake IL 60014 Phone (815) 338-7752 Fax (815) 526-3151



McHenry County Housing Authority is an Equal Opportunity Provider and Employer





## **HOUSING CHOICE VOUCHER PROOF OF OWNERSHIP**

This is a notice to all potential landlords for the McHenry County Housing Choice Voucher Rental Assistance Program. It is necessary to provide proof of ownership of a rental property for which a subsidy is being provided. Proof of ownership may be demonstrated by submitting copies of such items as a deed, closing statement, mortgage payment, or real estate tax bill. Proof must include the owners name and the address of the unit being assisted. Homeowner insurance policies may be used in addition to the above documents. This may be done at the time of the request for tenancy approval signing but must be done before a contract can be executed and rental assistance payments paid. A W-9 form must be filled out in the same name. If a property agent or management company will be receiving Direct Deposit payments or signing leases, a copy of the management agreement will be required. Should the 1099 be sent to someone other than the name on the W-9, written notice will also be needed. If you have any more than one tenant per building, proof will only be required once. This information will be kept on file for future new tenants. Should you have any questions, please contact Karen Seager by phone at (815) 308-6035 or e-mail at [kseager@mchenrycountyhousing.org](mailto:kseager@mchenrycountyhousing.org) .

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>McHenry County Housing Authority, IL</b>		Unit Type: <b>High-Rise/Low-Rise/Apartment/Single Room Occupancy</b>				Date (mm/dd/yyyy) 6/02/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$19.00	\$22.00	\$26.00	\$30.00	\$34.00	\$37.00
	Bottle Gas						
	Electric	\$23.00	\$27.00	\$37.00	\$47.00	\$57.00	\$67.00
	Electric Heat Pump	\$20.00	\$24.00	\$29.00	\$32.00	\$36.00	\$39.00
	Fuel Oil						
Cooking	Natural Gas	\$2.00	\$2.00	\$3.00	\$4.00	\$6.00	\$6.00
	Bottle Gas						
	Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00
Other Electric		\$19.00	\$22.00	\$31.00	\$39.00	\$48.00	\$57.00
Air Conditioning		\$3.00	\$4.00	\$6.00	\$7.00	\$9.00	\$10.00
Water Heating	Natural Gas	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00
	Bottle Gas						
	Electric	\$13.00	\$16.00	\$20.00	\$24.00	\$29.00	\$33.00
	Fuel Oil						
Water	<b>(avg)</b>	\$28.00	\$29.00	\$35.00	\$42.00	\$50.00	\$58.00
Sewer	<b>(avg)</b>	\$29.00	\$30.00	\$37.00	\$44.00	\$52.00	\$61.00
Trash Collection	<b>(avg)</b>	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
<b>Other specify: Electric Charge \$11.57</b>		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other specify: Natural Gas Charge \$19.25</b>		\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
					Heating		
Head of Household Name					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>McHenry County Housing Authority, IL</b>		Unit Type: <b>Row House/Townhouse/Semi-Detached/Duplex</b>				Date (mm/dd/yyyy) 6/02/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$24.00	\$28.00	\$32.00	\$37.00	\$41.00	\$46.00
	Bottle Gas						
	Electric	\$33.00	\$39.00	\$51.00	\$64.00	\$76.00	\$88.00
	Electric Heat Pump	\$25.00	\$29.00	\$35.00	\$39.00	\$43.00	\$48.00
	Fuel Oil						
Cooking	Natural Gas	\$2.00	\$2.00	\$3.00	\$4.00	\$6.00	\$6.00
	Bottle Gas						
	Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00
Other Electric		\$24.00	\$28.00	\$39.00	\$50.00	\$61.00	\$72.00
Air Conditioning		\$3.00	\$4.00	\$7.00	\$10.00	\$13.00	\$16.00
Water Heating	Natural Gas	\$6.00	\$7.00	\$10.00	\$13.00	\$17.00	\$20.00
	Bottle Gas						
	Electric	\$17.00	\$20.00	\$25.00	\$30.00	\$36.00	\$41.00
	Fuel Oil						
Water	<b>(avg)</b>	\$28.00	\$29.00	\$35.00	\$42.00	\$50.00	\$58.00
Sewer	<b>(avg)</b>	\$29.00	\$30.00	\$37.00	\$44.00	\$52.00	\$61.00
Trash Collection	<b>(avg)</b>	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
<b>Other specify: Electric Charge \$11.57</b>		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other specify: Natural Gas Charge \$19.25</b>		\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
					Other Electric		
Unit Address					Air Conditioning		
					Water Heating		
					Water		
					Sewer		
					Trash Collection		
Number of Bedrooms					Other		
					Range/Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

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

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>McHenry County Housing Authority, IL</b>		Unit Type <b>Single-Family (Detached House/Mobile Home)</b>				Date (mm/dd/yyyy) 6/02/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$27.00	\$32.00	\$37.00	\$43.00	\$48.00	\$53.00
	Bottle Gas						
	Electric	\$59.00	\$69.00	\$81.00	\$93.00	\$105.00	\$117.00
	Electric Heat Pump	\$31.00	\$37.00	\$44.00	\$49.00	\$55.00	\$60.00
	Fuel Oil						
Cooking	Natural Gas	\$2.00	\$2.00	\$3.00	\$4.00	\$6.00	\$6.00
	Bottle Gas						
	Electric	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$17.00
Other Electric		\$30.00	\$35.00	\$48.00	\$62.00	\$76.00	\$89.00
Air Conditioning		\$3.00	\$3.00	\$8.00	\$12.00	\$16.00	\$20.00
Water Heating	Natural Gas	\$6.00	\$7.00	\$10.00	\$13.00	\$17.00	\$20.00
	Bottle Gas						
	Electric	\$18.00	\$21.00	\$27.00	\$33.00	\$38.00	\$44.00
	Fuel Oil						
Water	<b>(avg)</b>	\$28.00	\$29.00	\$35.00	\$42.00	\$50.00	\$58.00
Sewer	<b>(avg)</b>	\$29.00	\$30.00	\$37.00	\$44.00	\$52.00	\$61.00
Trash Collection	<b>(avg)</b>	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
<b>Other specify: Electric Charge \$14.39</b>		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
<b>Other specify: Natural Gas Charge \$19.25</b>		\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
					Heating		
Head of Household Name					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range / Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667  
(04/2023)



**McHenry County Small Area Fair Market Rents  
Effective 1/01/2024**

<u>Town</u>	<u>Zip</u>	<u>Studio</u>	<u>1-Bdrm</u>	<u>2-Bdrm</u>	<u>3-Bdrm</u>	<u>4-Bdrm</u>	<u>5-Bdrm</u>	<u>6-Bdrm</u>
Barrington	60010	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,450	\$5,031
Crystal Lake	60012	\$1,930	\$2,080	\$2,370	\$3,020	\$3,570	\$4,105	\$4,641
Cary	60013	\$1,454	\$1,558	\$1,777	\$2,267	\$2,679	\$3,080	\$3,482
Crystal Lake	60014	\$1,397	\$1,501	\$1,710	\$2,176	\$2,575	\$2,961	\$3,347
Fox River Grove	60021	\$1,444	\$1,558	\$1,767	\$2,252	\$2,660	\$3,059	\$3,458
Harvard	60033	\$1,102	\$1,188	\$1,349	\$1,720	\$2,033	\$2,337	\$2,642
Hebron	60034	\$1,150	\$1,235	\$1,406	\$1,786	\$2,119	\$2,436	\$2,754
Crystal Lake	60039	\$1,400	\$1,510	\$1,720	\$2,190	\$2,590	\$2,978	\$3,367
Island Lake	60042	\$1,653	\$1,777	\$2,024	\$2,575	\$3,050	\$3,507	\$3,965
McHenry/Johnsburg	60050	\$1,444	\$1,558	\$1,767	\$2,252	\$2,660	\$3,059	\$3,458
McHenry/Johnsburg	60051	\$1,530	\$1,644	\$1,872	\$2,385	\$2,822	\$3,245	\$3,668
Richmond	60071	\$1,093	\$1,178	\$1,340	\$1,701	\$2,014	\$2,316	\$2,618
Ringwood	60072	\$1,340	\$1,440	\$1,640	\$2,090	\$2,480	\$2,852	\$3,224
Spring Grove	60081	\$1,491	\$1,607	\$1,827	\$2,331	\$2,751	\$3,163	\$3,576
Wonder Lake	60097	\$1,264	\$1,359	\$1,549	\$1,976	\$2,337	\$2,687	\$3,038
Woodstock	60098	\$1,246	\$1,349	\$1,530	\$1,948	\$2,309	\$2,655	\$3,001
Algonquin	60102	\$1,853	\$1,995	\$2,271	\$2,888	\$3,420	\$3,933	\$4,446
Genoa	60135	\$890	\$1,010	\$1,320	\$1,860	\$2,240	\$2,576	\$2,912
Huntley	60142	\$1,625	\$1,748	\$1,986	\$2,527	\$2,993	\$3,441	\$3,890
Marengo	60152	\$1,188	\$1,276	\$1,452	\$1,848	\$2,189	\$2,517	\$2,845
Lake in the Hills	60156	\$1,625	\$1,748	\$1,986	\$2,527	\$2,993	\$3,441	\$3,890
Union	60180	\$1,380	\$1,490	\$1,690	\$2,150	\$2,550	\$2,932	\$3,315
Capron	61012	\$730	\$820	\$1,080	\$1,450	\$1,490	\$1,713	\$1,937
Garden Prairie	61038	\$880	\$970	\$1,200	\$1,570	\$1,750	\$2,012	\$2,275

Asking Rent \$ \_\_\_\_\_

Utilities YOU MUST pay \$ \_\_\_\_\_

Gross Rent \$ \_\_\_\_\_

GROSS RENT SHOULD NOT EXCEED THE SMALL AREA FAIR MARKET RENT FOR EACH ZIP CODE AND UNIT SIZE IN ORDER FOR IT TO BE MOST AFFORDABLE FOR THE FAMILY

ALL UNITS MUST ALSO BE DETERMINED TO HAVE A REASONABLE RENT, BASED ON THE TYPE, SIZE, AGE, CONDITION, LOCATION WITHIN THE COUNTY, AND WHAT UTILITIES THE TENANT IS RESPONSIBLE FOR PAYING.

**1125 Mitchell Ct., Crystal Lake IL 60014 Phone (815) 338-7752 Fax (815) 526-3151**



McHenry County Housing Authority is an Equal Opportunity Provider and Employer





**McHenry County Payment Standards**  
Effective 1/01/2025

<u>Town</u>	<u>Zip</u>	<u>Studio</u>	<u>1-Bdrm</u>	<u>2-Bdrm</u>	<u>3-Bdrm</u>	<u>4-Bdrm</u>	<u>5-Bdrm</u>	<u>6-Bdrm</u>
Barrington	60010	\$2,190	\$2,340	\$2,640	\$3,390	\$3,980	\$4,577	\$5,174
Crystal Lake	60012	\$2,024	\$2,167	\$2,442	\$3,135	\$3,685	\$4,237	\$4,791
Cary	60013	\$1,600	\$1,710	\$1,930	\$2,480	\$2,910	\$3,346	\$3,783
Crystal Lake	60014	\$1,480	\$1,590	\$1,790	\$2,300	\$2,700	\$3,105	\$3,510
Fox River Grove	60021	\$2,080	\$2,220	\$2,510	\$3,220	\$3,790	\$4,358	\$4,927
Harvard	60033	\$1,200	\$1,280	\$1,450	\$1,860	\$2,190	\$2,518	\$2,847
Hebron	60034	\$1,210	\$1,290	\$1,460	\$1,880	\$2,200	\$2,530	\$2,860
Crystal Lake	60039	\$1,430	\$1,530	\$1,730	\$2,220	\$2,610	\$3,001	\$3,393
Island Lake	60042	\$1,860	\$1,980	\$2,240	\$2,880	\$3,380	\$3,887	\$4,394
McHenry/Johnsburg	60050	\$1,580	\$1,690	\$1,910	\$2,450	\$2,880	\$3,312	\$3,744
McHenry/Johnsburg	60051	\$1,660	\$1,780	\$2,010	\$2,580	\$3,030	\$3,484	\$3,939
Richmond	60071	\$1,200	\$1,280	\$1,450	\$1,860	\$2,190	\$2,518	\$2,847
Ringwood	60072	\$1,390	\$1,490	\$1,680	\$2,160	\$2,540	\$2,921	\$3,302
Spring Grove	60081	\$1,370	\$1,470	\$1,660	\$2,130	\$2,500	\$2,875	\$3,250
Wonder Lake	60097	\$1,320	\$1,410	\$1,590	\$2,040	\$2,400	\$2,760	\$3,120
Woodstock	60098	\$1,340	\$1,430	\$1,620	\$2,080	\$2,440	\$2,806	\$3,172
Algonquin	60102	\$2,010	\$2,150	\$2,430	\$3,120	\$3,670	\$4,220	\$4,771
Genoa	60135	\$1,000	\$1,110	\$1,460	\$1,990	\$2,450	\$2,817	\$3,185
Huntley	60142	\$1,650	\$1,760	\$1,990	\$2,560	\$3,000	\$3,450	\$3,900
Marengo	60152	\$1,188	\$1,276	\$1,441	\$1,848	\$2,178	\$2,505	\$2,831
Lake in the Hills	60156	\$1,760	\$1,890	\$2,130	\$2,740	\$3,210	\$3,691	\$4,173
Union	60180	\$1,370	\$1,460	\$1,650	\$2,120	\$2,490	\$2,863	\$3,237
Capron	61012	\$830	\$920	\$1,210	\$1,600	\$1,640	\$1,886	\$2,132
Garden Prairie	61038	\$950	\$1,040	\$1,280	\$1,680	\$1,850	\$2,127	\$2,405

Asking Rent \$ \_\_\_\_\_

Utilities YOU MUST pay \$ \_\_\_\_\_

Gross Rent \$ \_\_\_\_\_

GROSS RENT SHOULD NOT EXCEED THE PAYMENT STANDARD IN ORDER FOR IT TO BE MOST AFFORDABLE FOR THE FAMILY

ALL UNITS MUST ALSO BE DETERMINED TO HAVE A REASONABLE RENT, BASED ON THE TYPE, SIZE, AGE, CONDITION, LOCATION WITHIN THE COUNTY, AND WHAT UTILITIES THE TENANT IS RESPONSIBLE FOR PAYING.

**Income limits and payment standards for  
McHenry County Housing Authority programs\*  
UPDATED November 20, 2024**

Payment standards for Housing Choice Voucher program (includes utilities)						
Bedroom Eligibility:	0	1	2	3	4	5
Rent incl. utilities:	Small Area Fair Market Rents and Payment Standards vary by Zip Code					

Section 8 Housing Choice Voucher & Rehab annual income limits								
Applicant Family size:	1	2	3	4	5	6	7	8
30% AMI	\$23600	\$26950	\$30300	\$33650	\$36580	\$41960	\$47340	\$52720
50% AMI	\$39250	\$44850	\$50450	\$56050	\$60550	\$65050	\$69550	\$74000
80% AMI	\$62800	\$71800	\$80750	\$89700	\$96900	\$104100	\$111250	\$118450

CSBG income limits for the past 30 days (listed by household size)							
1	2	3	4	5	6	7	8
\$2,510	\$3,407	\$4,303	\$5,200	\$6,097	\$6,993	\$7,890	\$8,787

Weatherization: annual income limits (listed by household size and funding source)								
Household size:	1	2	3	4	5	6	7	8
DOE/HHS	\$30,120	\$40,880	\$51,640	\$62,400	\$73,160	\$83,920	\$94,680	\$105,440
STATE	\$30,120	\$40,880	\$51,640	\$62,400	\$73,160	\$83,920	\$94,680	\$101,127
UTILITY	\$30,120	\$40,880	\$51,640	\$62,400	\$73,160	\$83,920	\$94,680	\$105,440

LIHEAP and PIPP income limits for the past 30 days (listed by household size)						
1	2	3	4	5	6	
\$2,510	\$3,407	\$4,303	\$5,200	\$6,097	\$6,993	

Senior and Disabled Housing (GreenTrees and SilverTrees) annual income limits		
Household size	1	2
Very low income annual	\$39,250	\$44,850
Low Income annual	\$62,800	\$71,800

Public Housing annual income limits by household size								
Applicant Family size:	1	2	3	4	5	6	7	8
30% AMI	\$23600	\$26950	\$30300	\$33650	\$36580	\$41960	\$47340	\$52720
80% AMI	\$62800	\$71800	\$80750	\$89700	\$96900	\$104100	\$111250	\$118450

Senior Dental Program annual income limits by household size							
1	2	3	4	5	6	7	8
\$38650	\$44150	\$49950	\$55150	\$59600	\$64000	\$68400	\$72800

\*MCHA Programs are funded through federal, state and county funds and are income-based. Income limits are set as a percentage of Area Median Income (AMI) or nationwide poverty level.

**See other side for annual 100% of poverty level guidelines**

The following figures are the poverty guidelines as determined by the U. S. Department of Health and Human Services

<b>2024 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA</b>	
<b>Persons in family/household</b>	<b>100% of poverty annual guideline</b>
<b>1</b>	<b>\$15,060</b>
<b>2</b>	<b>\$20,440</b>
<b>3</b>	<b>\$25,820</b>
<b>4</b>	<b>\$31,200</b>
<b>5</b>	<b>\$36,580</b>
<b>6</b>	<b>\$41,960</b>
<b>7</b>	<b>\$47,340</b>
<b>8</b>	<b>\$52,720</b>
<b>For family units with more than 8 members, add \$5,380 for each additional member.</b>	

For information on how these guidelines were determined, go to the U.S. Department of Health and Human Services website at:

<https://aspe.hhs.gov/poverty-guidelines>

**Please see other side for McHenry County Housing Authority's  
income limits per program**

## SECURITY DEPOSIT

- Deposit charged should equal one month's rent or the normal security deposit charged for the unit.
- Should the tenant vacate the unit owing unpaid rent or damages, the HA can not reimburse the owner for tenant damages or unpaid rent. The owner should negotiate directly with the tenant.
- State and local laws shall govern the rights and responsibilities of owners and tenants regarding security deposits.

Please Note: When a Section 8 family vacates the unit during the lease term, the landlord may retain the Housing Assistance Payment for the month in which the tenant moves. There will be no further subsidy payments after the month in which the tenant vacates the unit, i.e., no vacancy loss.

# Voucher

## Housing Choice Voucher Program

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

OMB No. 2577-0169  
(exp. 04/30/2026)

#### Office of Public and Indian Housing

**OMB Burden Statement:** The public reporting burden for this information collection is estimated to be up to 0.05 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. This collection of information is required for participation in the housing choice voucher program. 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 Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> must be at least sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. <b>Date Extension Expires</b> (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

## 1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determine the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

## 2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approval unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

## 3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (of the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provision of the HUD tenancy addendum shall control.
- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
  1. The owner and the family must execute the lease.
  2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determined that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
  1. The proposed unit or lease is disapproved for specified reasons, and
  2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

## 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  1. Supply any information that the PHA or HUD determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule reexamination or interim reexamination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adopting, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.
  6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
  7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
  8. Receive housing choice voucher program housing assistance while residing in a unit owned by a 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 rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
  9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

### **5. Illegal Discrimination**

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex (including sexual orientation and gender identity), disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

### **6. Expiration and Extension of Voucher**

The voucher will expire on the date stated in item 3 on the top of page one of the voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, in accordance with part 8 of this title, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.

**Housing Assistance Payments (HAP) Contract**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**

OMB Approval No. 2577-0169  
exp. 4/30/2026

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 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. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. 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 on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**Instructions for use of HAP Contract**

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

**Use of this form**

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

**Use for special housing types**

In addition to use for the basic Section 8 voucher program, this form must also be used for the following “special housing types” which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type).”

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3: Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4: Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

**Section 5: Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

**Section 6: Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

**Section 7: Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8: Utilities and Appliances.**

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

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

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**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

**8. 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)		
Refrigerator		
Range/Microwave		

**Signatures**

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; U.S.C. § 3729, 3802).

**Public Housing Agency**

**Owner**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

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

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

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

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

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) 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 HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

**5. Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

**6. Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

**7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
  - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
  - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
  - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

**8. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. 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 rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

waiver of the right to exercise that or any other right or remedy at any time.

#### **11. PHA and HUD Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

#### **12. Exclusion of Third Party Rights**

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

#### **13. Conflict of Interest**

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.

- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

#### **14. Assignment of the HAP Contract**

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

- b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

**16. Written Notices** Any notice by the PHA or the owner in connection with this contract must be in writing.

**17. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

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

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**Part C of HAP Contract: Tenancy Addendum**

**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.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

**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**

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

**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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

## IMPORTANT NOTICE TO OWNERS REGARDING FORECLOSURES

In May, 2009, a new law was enacted called the "Helping Families Save Their Homes Act of 2009 which provides protection for tenants, including Section 8 Housing Choice Voucher tenants, who are living in homes subject to foreclosure. Protections are effective immediately and amend the United States Housing Act of 1937. The Act does not affect any state or local laws that provide additional protections such as longer notification periods. This notice specifically addresses the impact on your Section 8 tenants.

Based on the changes, the "immediate successor in interest" (generally the bank or lending institution but also purchasers) shall assume both the existing Section 8 lease and the HAP contract. Tenants with bona fide leases may occupy the premises until the end of the lease. Foreclosure does not constitute "other good cause" for terminating an existing lease with one exception; if the unit will be owner-occupied as a primary residence, the owner must still provide the tenant with a minimum 90-day notice to vacate. These changes are effective for all Section 8 tenants even those residing in units that have already been foreclosed.

If you have additional questions, you may phone *Karen Seager* at (815)338-7752.



November 1, 2012

Dear Landlord:

A new procedure for annual Housing Quality Standards (HQS) inspections is being implemented beginning January 1, 2013. Our agency is attempting to lower costs and increase efficiency by performing HQS inspections by city or area rather than by annual certification date. Initially this may lead to double inspections during the coming year, but it should enable us to better manage inspections in the future. All move-in inspections will be completed when necessary and **must** pass prior to a new lease being offered. After that time, the unit will be added into the yearly HQS Inspection by city or area.

Along with this procedure will be a **change in the responsibility of how the HQS inspection will be conducted**. You, as the owner or manager of the unit, will be responsible for providing access to the assisted unit for inspection. A letter will be sent informing you of the date and time (within a four-hour span) of the HQS inspection. **You must provide the access**, or you may choose to have an agent or possibly even the tenant provide the access if they are agreeable. If, for some reason, you are not available for that time, you may contact the inspector for the alternate dates for that area. We realize this change may seem inconvenient initially, but it will allow landlords the opportunity to inspect their property and address any potential problems or tenancy issues.

Because an HQS inspector from this office will inspect the unit to check for required repairs, you might also want to take an opportunity prior to the HQS inspection to check for any damages or needed repairs. This may save you from additional problems and expenses.

Missing or broken smoke detectors, outlet covers, etc., require 24-hour repair or abatement of rent occurs. Other repairs **must** be completed and re-inspected within 30 days. HQS Inspectors will notify landlords of necessary repairs by mail and will follow up to determine if repairs have been made by sending mail, e-mail, or phone notices seven days prior to the deadline date. Please notify the HQS inspector when the repairs are completed. Failure to make repairs and have them re-inspected will result in abatement and possibly cancellation of HAP payments.

A new EPA regulation aimed at protecting against lead-based paint hazards associated with renovation, repair and painting (which include chipping, peeling paint inside and outside) activities went into effect on April 22, 2010. This regulation applies to units built before 1978. Renovation, repair and painting may also require lead clearance. You may contact our office for a copy of the **Small Entity Compliance Guide to Renovate Right** or go to [www.epa.gov/lead](http://www.epa.gov/lead) .

If you have questions about the change, you may phone the HQS inspector or Karen Seager Section 8 Coordinator at 815-308-6038.

1125 Mitchell Ct., Crystal Lake IL 60014 Phone (815) 338-7752 Fax (815) 526-3151



McHenry County Housing Authority is an Equal Opportunity Provider and Employer





Dear Section 8 Landlord:

We are now able to **directly deposit your rent check into your bank account.** Please provide the following information:

**INSTRUCTIONS:** Complete the form below, attach an unsigned and voided check from this account to assist in verifying data, and return to the McHenry County Housing Authority, 1125 Mitchell Ct., Crystal Lake IL 60014. **Deposit slips cannot be used due to inaccurate routing numbers.**

<b>BANK NAME:</b>	<b>BANK PHONE:</b>
<b>BANK ADDRESS:</b>	
<b>BANK ROUTING NUMBER:</b>	
<b>ACCOUNT TYPE</b> <b>CIRCLE ONE:    CHECKING ACCOUNT    or    SAVINGS ACCOUNT</b>	
<b>ACCOUNT NUMBER:</b>	
<b>LANDLORD'S EMAIL ADDRESS:</b>	
<b>**Please attach an unsigned, voided check from the account **</b>	

I (we) authorize McHenry County Housing Authority to initiate credits to my (our) account indicated above and the institution named above to accept said credits to my (our) accounts. This authority is to remain in full force and effect until McHenry County Housing Authority receives written notification from me (or either of us) of its termination in such time and in such manner as to afford the McHenry County Housing Authority and the institution a reasonable opportunity to act on it prior to depositing to the account. **I acknowledge that any change of bank, bank account, or bank routing number must be submitted, in writing, to the MCHA Section 8 program by the 15<sup>th</sup> of the month prior to any change required. It will be the owner's responsibility to notify the MCHA Section 8 program of any changes and the Section 8 program cannot be held responsible once the check has been sent to the account of record.** If an amount is deposited in error, the Section 8 program may withdraw the funds from the account to allow for corrections.

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Phone

**If you have questions, please call Karen Seager at (815) 308-6035**

**1125 Mitchell Ct., Crystal Lake IL 60014    Phone (815) 338-7752    Fax (815) 526-3151**



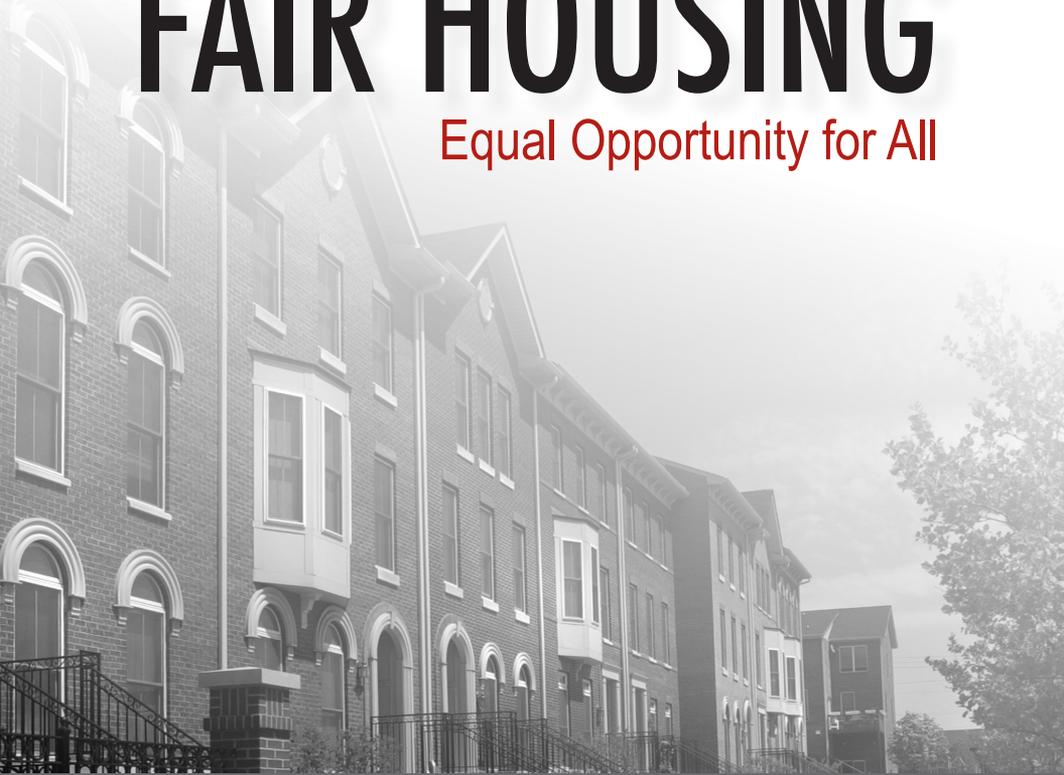
McHenry County Housing Authority is an Equal Opportunity Provider and Employer





# FAIR HOUSING

Equal Opportunity for All



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



Please visit our website: [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)





## **FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL**

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

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

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

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

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**FAIR HOUSING** Equal Opportunity for All

## **THE FAIR HOUSING ACT**

The Fair Housing Act prohibits discrimination in housing because of:

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

## **WHAT HOUSING IS COVERED?**

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

## **WHAT IS PROHIBITED?**

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

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

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

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

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

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

### **ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY**

If you or someone associated with you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED**

### **What to Tell HUD:**

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

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

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

**BOSTON REGIONAL OFFICE**

(Complaints\_office\_01@hud.gov)  
U.S. Department of Housing and Urban Development  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8300 or 1-800-827-5005  
Fax (617) 565-7313 \* TTY (617) 565-5453

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

**NEW YORK REGIONAL OFFICE**

(Complaints\_office\_02@hud.gov)  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 542-7519 or 1-800-496-4294  
Fax (212) 264-9829 \* TTY (212) 264-0927

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

**PHILADELPHIA REGIONAL OFFICE**

(Complaints\_office\_03@hud.gov)  
U.S. Department of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-9344  
Telephone (215) 861-7646 or 1-888-799-2085  
Fax (215) 656-3449 \* TTY (215) 656-3450

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

**ATLANTA REGIONAL OFFICE**

(Complaints\_office\_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

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

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

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

**CHICAGO REGIONAL OFFICE**

(Complaints\_office\_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

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

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

**FORT WORTH REGIONAL OFFICE**

(Complaints\_office\_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

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

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

*For Iowa, Kansas, Missouri and Nebraska:*

**KANSAS CITY REGIONAL OFFICE**

*(Complaints\_office\_07@hud.gov)*  
U.S. Department of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 \* TTY (913) 551-6972

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

**DENVER REGIONAL OFFICE**  
*(Complaints\_office\_08@hud.gov)*  
U.S. Department of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 \* TTY (303) 672-5248

*For Arizona, California, Hawaii and Nevada:*

**SAN FRANCISCO REGIONAL OFFICE**  
*(Complaints\_office\_09@hud.gov)*  
U.S. Department of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1387  
Telephone 1-800-347-3739  
Fax (415) 489-6558 \* TTY (415) 489-6564

*For Alaska, Idaho, Oregon and Washington:*

**SEATTLE REGIONAL OFFICE**  
*(Complaints\_office\_10@hud.gov)*  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 \* TTY (206) 220-5185

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

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

**If You Are Disabled:** HUD also provides:

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

### **WHAT HAPPENS WHEN YOU FILE A COMPLAINT?**

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

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

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

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

**Complaint Referrals to State or Local Public Fair Housing Agencies:**

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

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

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

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

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

## **WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?**

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

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

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

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

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

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

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

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

## **IN ADDITION**

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

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

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

### **Other Tools to Combat Housing Discrimination:**

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



# Notes

**FAIR HOUSING** Equal Opportunity for All



# Notes

**FAIR HOUSING** Equal Opportunity for All



# Notes

**FAIR HOUSING** Equal Opportunity for All



## For Further Information

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



## CONNECT WITH HUD



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



02305





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# Protect Your Family From Lead in Your Home

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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?

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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](https://www.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

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### 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.

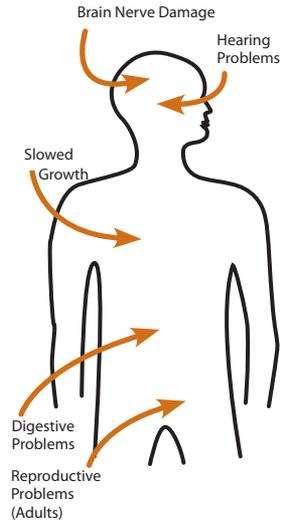
## Health Effects of Lead

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**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

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**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

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

**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.<sup>2</sup>

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).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "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

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**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

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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

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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](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> 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

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**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

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**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

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**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](https://www.epa.gov/lead), or call 1-800-424-LEAD.

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

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**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](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### 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](https://www.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.

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\* 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

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- **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.<sup>4</sup>
- 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.

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<sup>4</sup> 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

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://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/safewater](http://epa.gov/safewater) 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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

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

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

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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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)

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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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to 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](http://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).

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

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# **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**

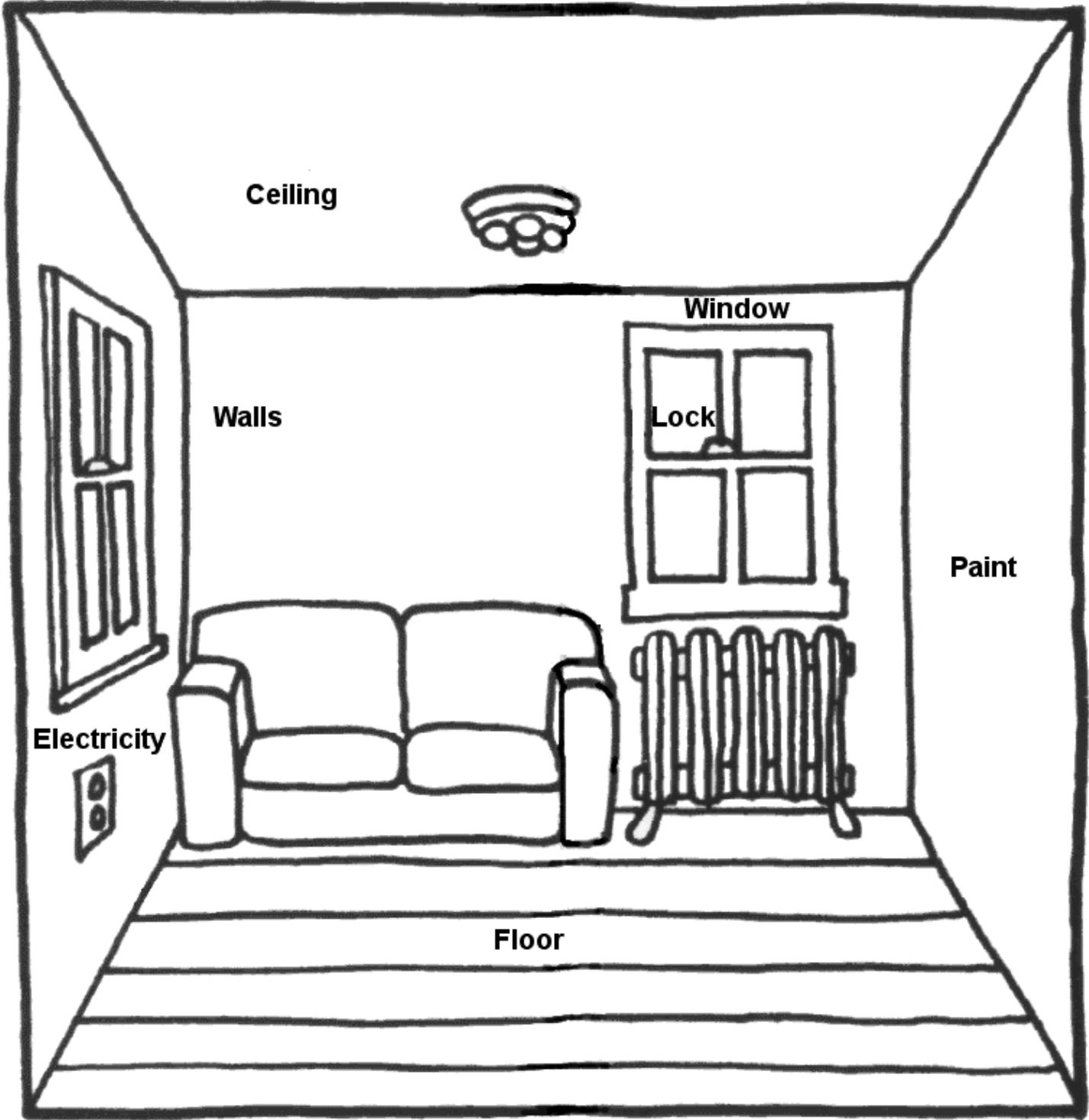
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

## **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:**

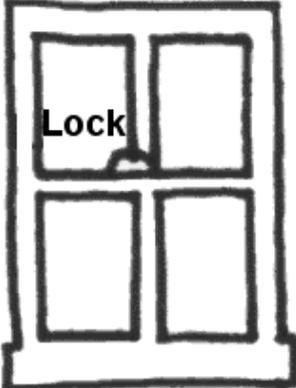
- The types of locks on windows and doors
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
  - Are there storm windows?
  - Is 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?



Ceiling



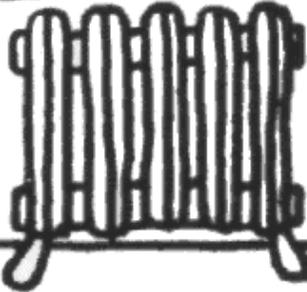
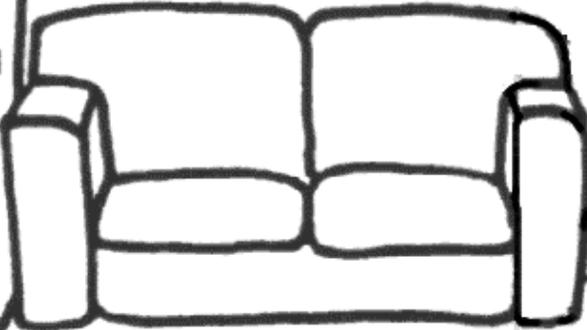
Window



Lock

Walls

Paint



Electricity



Floor

# 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.)

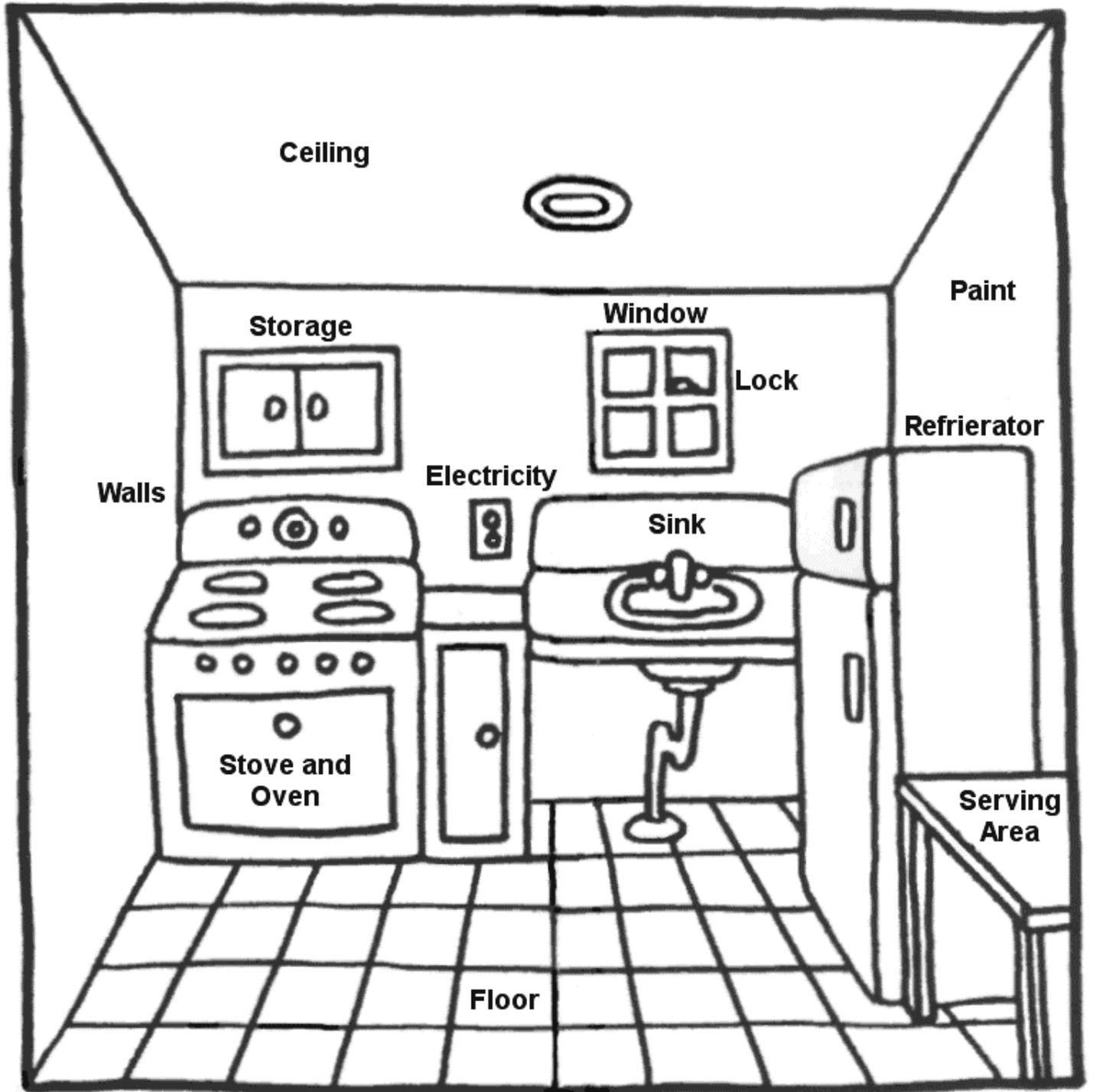
**Sink**

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.



Ceiling

Paint

Storage

Window

Lock

Walls

Electricity

Sink

Refrierator

Stove and  
Oven

Serving  
Area

Floor

# 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.

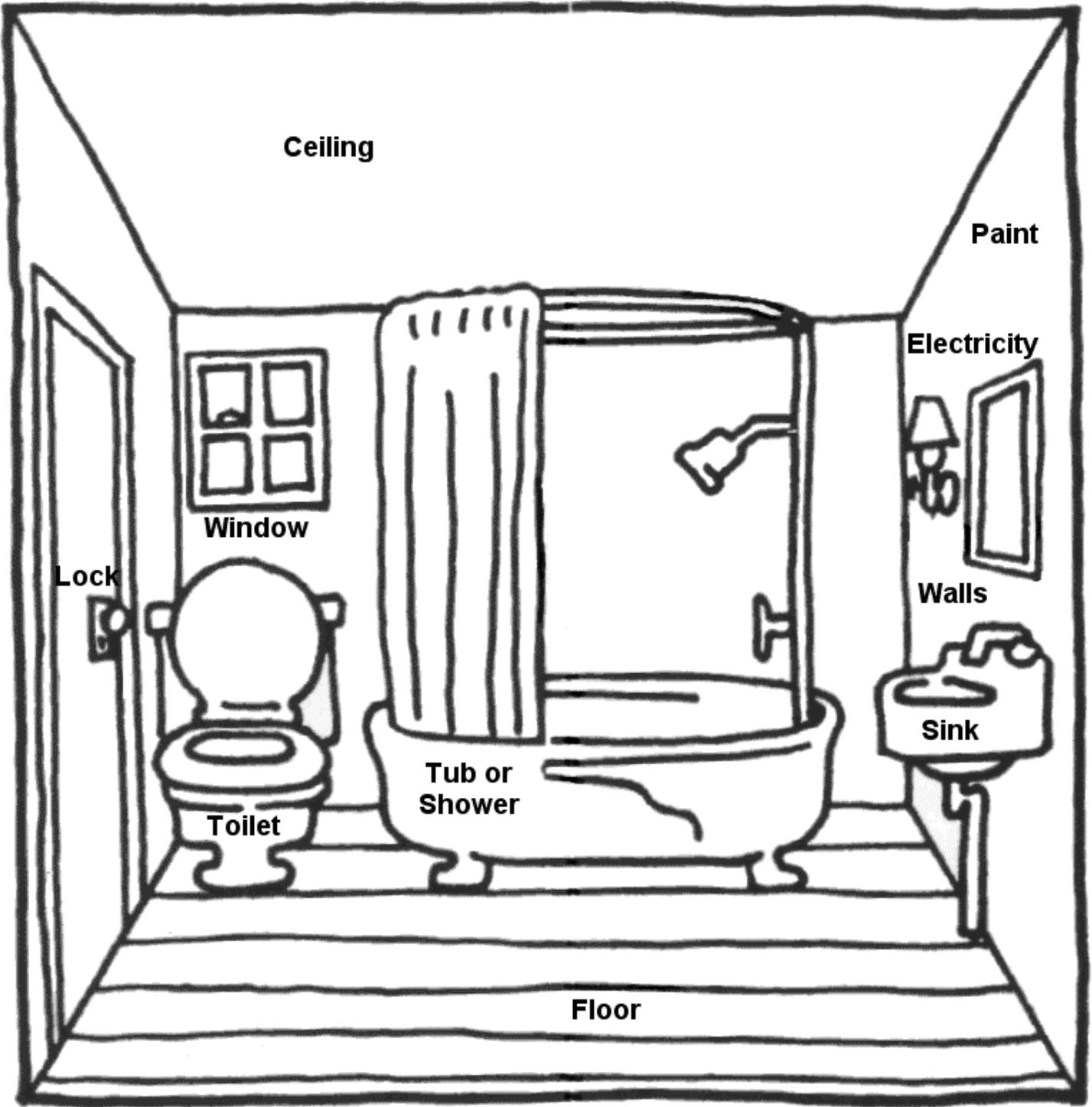
## **Sink**

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.



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

# 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**

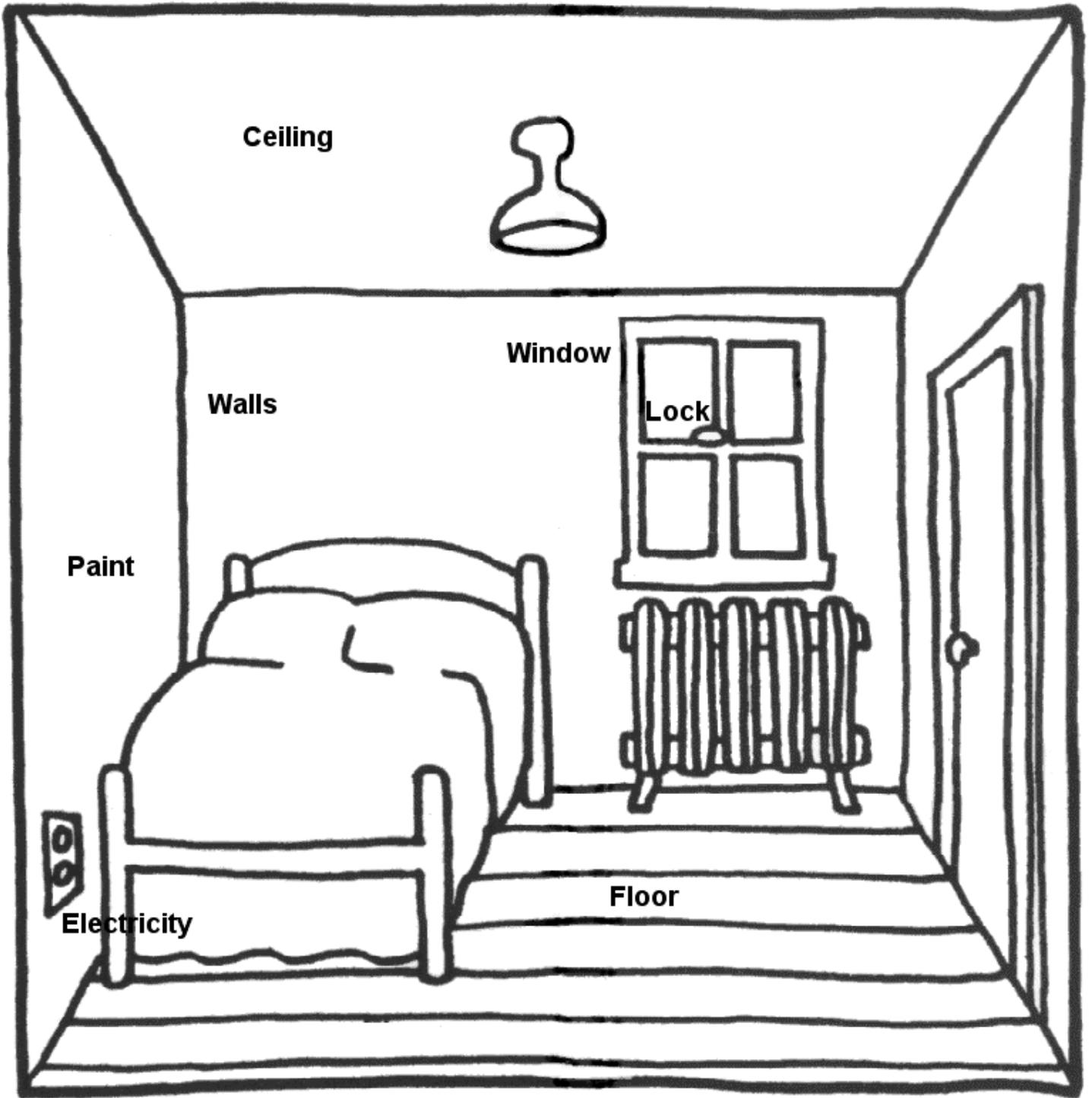
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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?



Ceiling

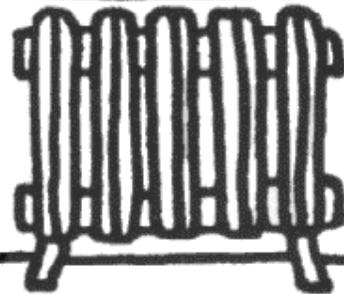
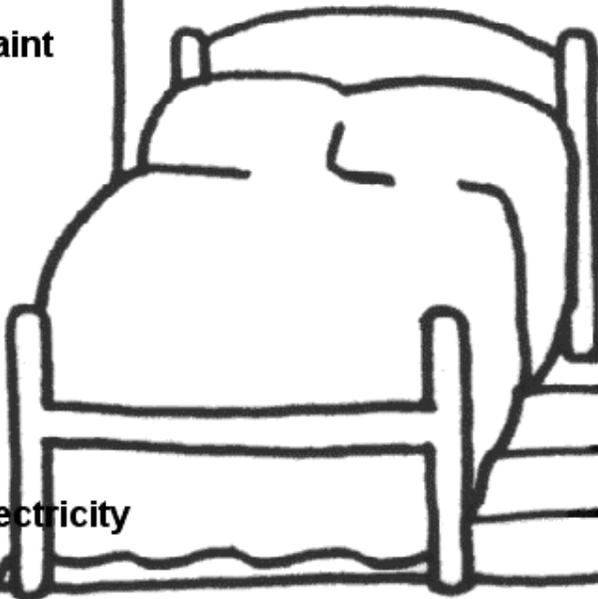


Window

Walls

Lock

Paint



Electricity

Floor

# 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.

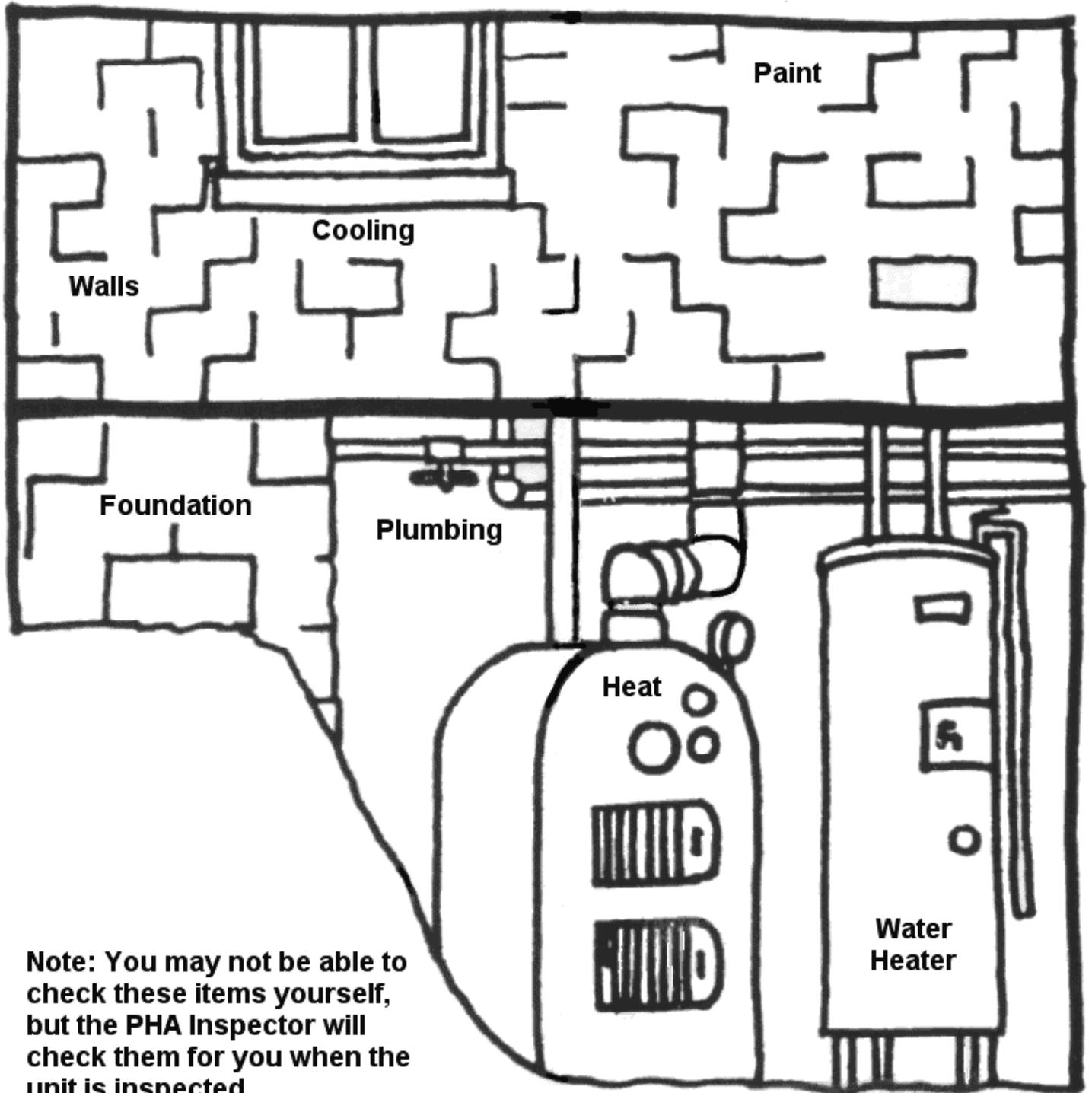
**Heat**

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**

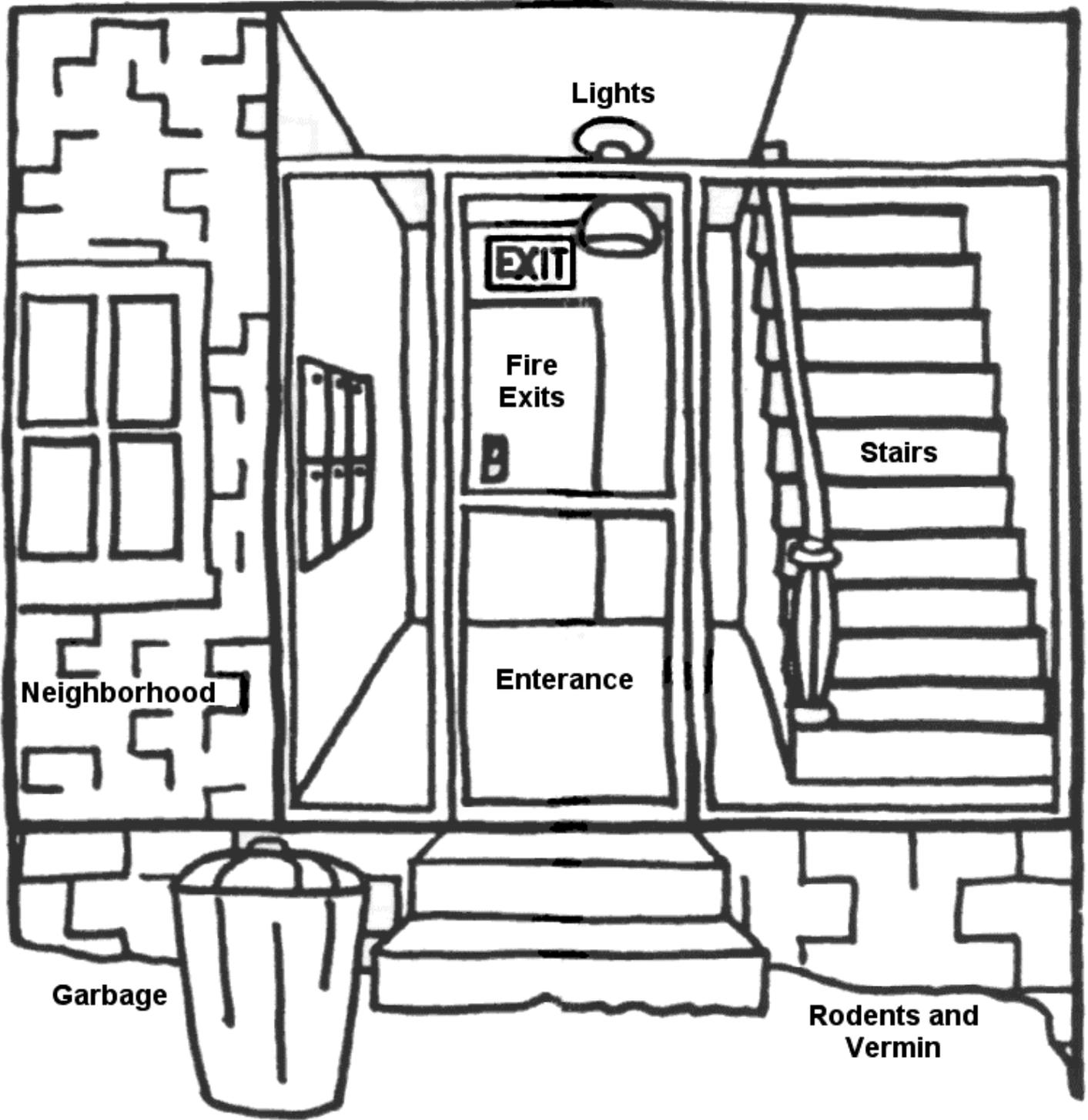
No sign of rats or large numbers of mice or vermin (like roaches).

**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.



# Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint Renovation, Repair, and Painting Program

A handbook for contractors,  
property managers and  
maintenance personnel  
working in homes and  
child-occupied facilities  
built before 1978.



## Who Should Read this Handbook?

- Anyone who owns or manages housing or child-occupied facilities built before 1978.
- Contractors who perform activities that disturb painted surfaces in homes and child-occupied facilities built before 1978 (including certain repairs and maintenance, and painting preparation activities).

## About this Handbook

This handbook summarizes requirements of EPA's 2008 Lead-Based Paint Renovation, Repair and Painting Program Rule (as amended in 2010 and 2011), aimed at protecting against lead-based paint hazards associated with renovation, repair and painting activities. The rule requires workers to be trained to use lead-safe work practices and requires renovation firms to be EPA-certified; these requirements became fully effective April 22, 2010.

To ensure compliance, you should also read the complete rule on which the program is based. While EPA has summarized the provisions of the rule in this guide, the legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule. A copy of the rule is available on EPA's website at

[www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm).

A companion pamphlet, entitled *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools* (EPA-740-K-10-001), has been prepared in conjunction with the rule for distribution to persons affected by work that disturbs lead-based paint. (See page 17 for information on how to get copies of the rule, the *Renovate Right* pamphlet, and other related materials.)

Other state or local requirements that are different from or more stringent than the federal requirements may apply in your state. For example, federal law allows EPA to authorize states to administer their own program in lieu of the federal lead program. Even in states without an authorized lead program, a state may promulgate its own rules that may be different or go beyond the federal requirements. For more information on the rules that apply in your state, please contact the National Lead Information Center at 1-800-424-LEAD (5323).

Your feedback is important. Please review this guide and contact the National Lead Information Center at 1-800-424-LEAD (5323) with any comments regarding its usefulness and readability, and improvements you think are needed.

This document is published by the Environmental Protection Agency (EPA) as the official compliance guide for small entities, as required by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA). Before you begin using the guide, you should know that the information in this guide was originally published in June 2008, and was revised in July 2010 and September 2011 to address regulatory revisions. EPA is continually improving and upgrading its rules, policies, compliance programs, and outreach efforts. To find out if EPA has revised or supplemented the information in this guide call the National Lead Information Center at 1-800-424-LEAD (5323).

## What Is the Lead-Based Paint Renovation, Repair and Painting Program (RRP)?

- The Lead-Based Paint Renovation, Repair and Painting Program is a federal regulatory program affecting contractors, property managers, and others who disturb painted surfaces.
- It applies to residential houses, apartments, and child-occupied facilities such as schools and day-care centers built before 1978.
- It includes pre-renovation education requirements as well as training, certification, and work practice requirements.
  - Pre-renovation education requirements:
    - Contractors, property managers, and others who perform renovations for compensation in residential houses, apartments, and child-occupied facilities built before 1978 are required to distribute a lead pamphlet before starting renovation work.
  - Training, certification, and work practice requirements:
    - Firms are required to be certified, their employees must be trained (either as a certified renovator or on-the-job by a certified renovator) in use of lead-safe work practices, and lead-safe work practices that minimize occupants' exposure to lead hazards must be followed.
    - Renovation is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities, including window replacement.
    - The program includes requirements implementing both Section 402(c) and 406(b) of the Toxic Substances Control Act (TSCA). ([www.epa.gov/lead/pubs/titleten.html](http://www.epa.gov/lead/pubs/titleten.html))
    - EPA's lead renovation regulations can be found at 40 CFR Part 745, Subpart E.

## How Can this Handbook Help Me?

- Understanding the lead program's requirements can help you protect your customers from the hazards of lead and can, therefore, mean more business for you.
- This handbook presents simple steps to follow to comply with the EPA's lead program. It also lists ways these steps can be easily incorporated into your work.
- Distributing the lead pamphlet and incorporating required work practices into your job site will help protect your customers and occupants from the hazards of lead-based paint.

## Who Must Follow the Renovation, Repair and Painting Rule's Requirements?

In general, anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978, this may include, but is not limited to:

- Residential rental property owners/managers
- General contractors
- Special trade contractors, including
  - Painters
  - Plumbers
  - Carpenters
  - Electricians



## What Activities Are Subject to the Lead Renovation, Repair and Painting Program?

In general, any activity that disturbs paint in pre-1978 housing and child-occupied facilities, including:

- Remodeling and repair/maintenance
- Electrical work
- Plumbing
- Painting preparation
- Carpentry
- Window replacement



## What Housing or Activities Are Excluded and Not Subject to the Rule?

- Housing built in 1978 or later.
- Housing for elderly or disabled persons, unless children under 6 reside or are expected to reside there.
- Zero-bedroom dwellings (studio apartments, dormitories, etc.).
- Housing or components that have been declared lead-free. Such a declaration can be made by a certified inspector or risk assessor. Also, a certified renovator may declare specific components lead-free using an EPA recognized test kit or by collecting paint chip samples and obtaining test results from an EPA recognized laboratory showing the components do not contain lead-based paint.
- Minor repair and maintenance activities that disturb 6 square feet or less of paint per room inside, or 20 square feet or less on the exterior of a home or building.
  - Note: minor repair and maintenance activities do not include window replacement and projects involving demolition or prohibited practices.

## What Does the Program Require Me To Do?

### Pre-renovation education requirements.

- In housing built before 1978, you must:
  - Distribute EPA's lead pamphlet ([www.epa.gov/lead/pubs/brochure.htm](http://www.epa.gov/lead/pubs/brochure.htm)) to the owner and occupants before renovation starts.
- In a child-occupied facility, you must:
  - Distribute the lead pamphlet to the owner of the building or an adult representative of the child-occupied facility before the renovation starts.
  - Either distribute renovation notices to parents/guardians of the children attending the child-occupied facility, or post informational signs about the renovation or repair job.
- For work in common areas of multi-family housing, you must:
  - Either distribute renovation notices to tenants or post informational signs about the renovation or repair job.
- Informational signs must:
  - Be posted where they will be seen;
  - Describe the nature, locations, and dates of the renovation; and
  - Be accompanied by the lead pamphlet or by information on how parents and guardians can get a free copy (see page 29 for information on obtaining copies).
- Obtain confirmation of receipt of the lead pamphlet (see page 23) from the owner, adult representative, or occupants (as applicable), or a certificate of mailing from the post office.
- Retain records for three years.
- *Note:* Pre-renovation education requirements do not apply to emergency renovations. Emergency renovations include interim controls performed in response to a resident child with an elevated blood-lead level.

### Training, Certification, and Work Practice Requirements.

- All firms must be certified (even sole-proprietors).
- All renovators must be trained.
- Lead-safe work practices must be followed. Examples of these practices include:
  - Work-area containment to prevent dust and debris from leaving the work area.
  - Prohibition of certain work practices like open-flame burning and the use of power tools without HEPA exhaust control.
  - Thorough clean up followed by a verification procedure to minimize exposure to lead-based paint hazards.

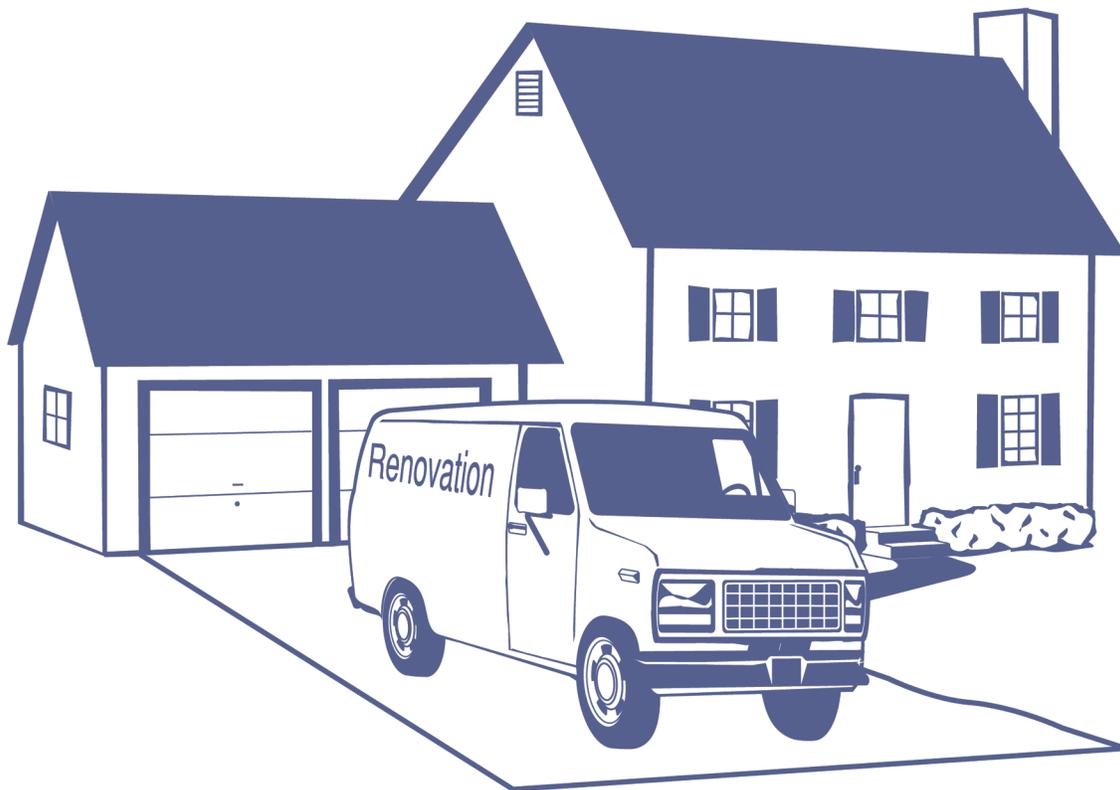
## How Does a Firm Become Certified?

Firms must apply to EPA for certification to perform renovations or dust sampling. To apply, a firm must submit to EPA a completed “Application for Firms,” signed by an authorized agent of the firm, and pay the correct amount of fees. To obtain a copy of the “Application for Firms” contact the NLIC at 1-800-424-LEAD (5323) or visit [www.epa.gov/getleadsafe](http://www.epa.gov/getleadsafe).

## What Are the Responsibilities of a Certified Firm?

Firms performing renovations must ensure that:

1. All individuals performing activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all of the certified renovator responsibilities.
3. All renovations performed by the firm are performed in accordance with the work practice standards of the Lead-Based Paint Renovation, Repair, and Painting Program (see the flowchart on page 9 for details about the work practice standards).
4. Pre-renovation education and lead pamphlet distribution requirements of the Lead-Based Paint Renovation, Repair, and Painting Program are performed.
5. The program’s recordkeeping requirements are met.



## How Does a Renovator Become Certified?

To become a certified renovator an individual must successfully complete an eight-hour initial renovator training course offered by an accredited training provider (training providers are accredited by EPA, or by an authorized state or tribal program). The course completion certificate serves as proof of certification. To find a trainer in your area contact the NLIC at 1-800-424-LEAD (5323) or visit [www.epa.gov/getleadsafe](http://www.epa.gov/getleadsafe).

## Are There Streamlined Requirements for Contractors with Previous Lead Training?

Yes. Individuals who have successfully completed an accredited lead abatement worker or supervisor course, or individuals who have successfully completed certain EPA, Department of Housing and Urban Development (HUD), or EPA/HUD model renovation training courses before October 4, 2011, need only take a four-hour refresher renovator training course instead of the eight-hour initial renovator training course to become certified. For a list of qualified previous training courses contact the NLIC at 1-800-424-LEAD (5323) or visit [www.epa.gov/lead/pubs/trainerinstructions.htm#refresher](http://www.epa.gov/lead/pubs/trainerinstructions.htm#refresher).

## What Are the Responsibilities of a Certified Renovator?

Certified renovators are responsible for ensuring overall compliance with the Lead-Based Paint Renovation, Repair, and Painting Program's requirements for lead-safe work practices at renovations they are assigned (see the flowchart on page 9 for details about the work practice standards). A certified renovator:

1. Must provide on-the-job training to other workers (who have not taken the certified renovator training course) on the lead safe work practices to be used in performing their assigned tasks.
2. Must be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
3. Must regularly direct work being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.
4. When requested by the party contracting for renovation services, must use an EPA recognized test kit or must collect paint chip samples, submit them to an EPA-recognized laboratory, and obtain test results from the laboratory to determine whether components affected by the renovation contain lead-based paint. (For more information regarding test kits call the National Lead Information Center at 1-800-424-LEAD (5323), or check our web site at [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm)). Note: you must assume lead-based paint is present for housing and buildings covered by this rule, unless testing is done that determines the components affected are lead-free.
5. Must be available, either on-site or by telephone, at all times renovations are being conducted.
6. Must perform project cleaning verification.
7. Must have with them at the work site copies of their initial course completion certificate and their most recent refresher course completion certificate.
8. Must prepare required records.

## How Long Do Firm and Renovator Certifications Last?

To maintain their certification, individual renovators and firms must be re-certified by EPA every five years. A firm must submit to EPA a completed “Application for Firms,” signed by an authorized agent of the firm, and pay the correct amount of fees. Individual renovators must successfully complete a refresher training course provided by an accredited training provider.

## What Are the Recordkeeping Requirements?

- All documents must be retained for three years following the completion of a renovation.
- Records that must be retained include:
  - Reports certifying that lead-based paint is not present.
  - Records relating to the distribution of the lead pamphlet.
  - Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program. This information must also be given to the owner and, if different, the occupant of the housing or unit that was renovated (EPA has prepared a sample form that is available at [www.epa.gov/lead/pubs/samplechecklist.pdf](http://www.epa.gov/lead/pubs/samplechecklist.pdf)).

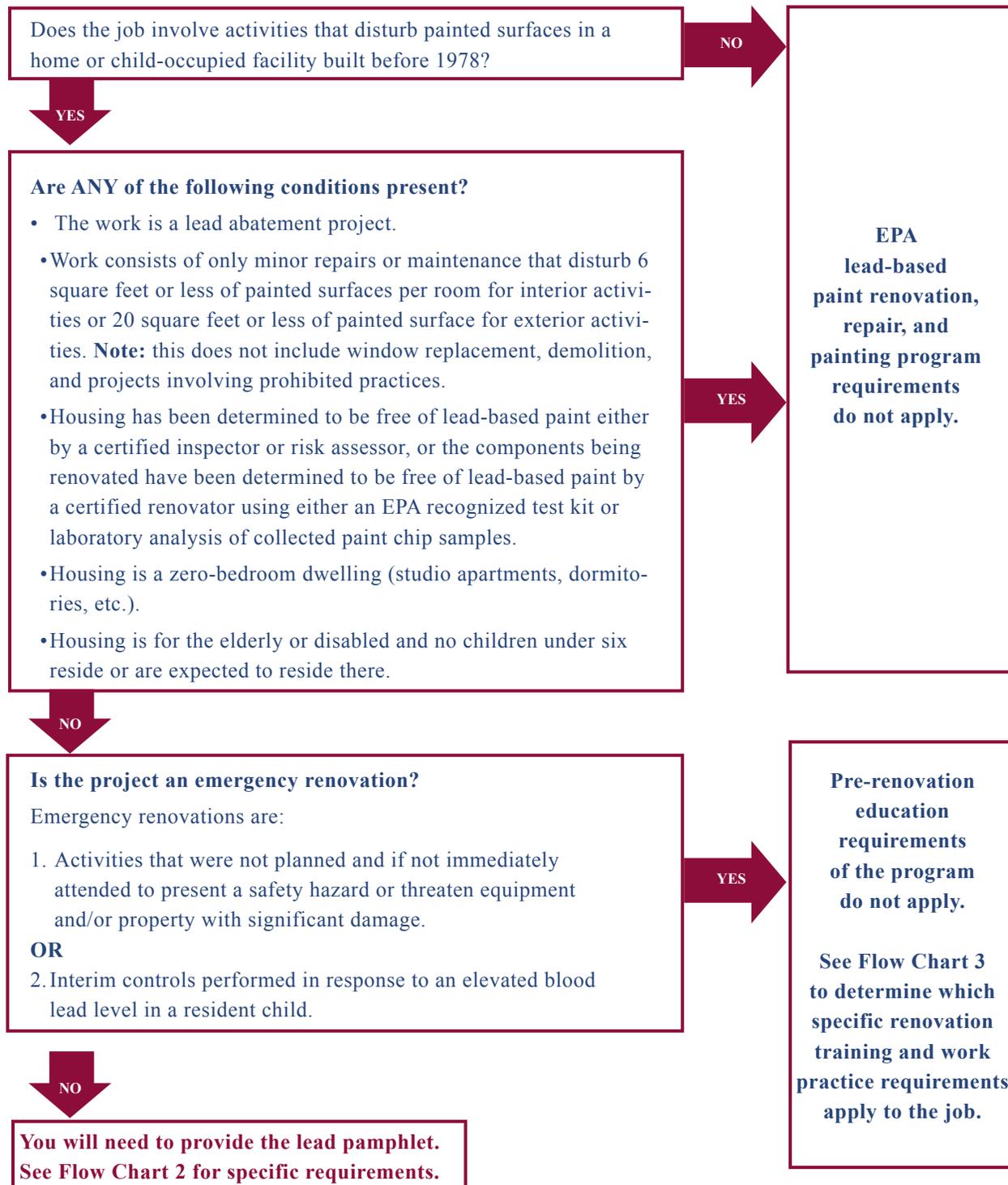
## What Are the Required Work Practices?

The flow charts on the following pages will help determine if your project is subject to the Lead-Based Paint Renovation, Repair and Painting Program’s requirements and, if so, the specific requirements for your particular project. The flowcharts, and other information included in this guide, are not intended to be a replacement for official training.

## EPA's Lead Program Rule At-A-Glance

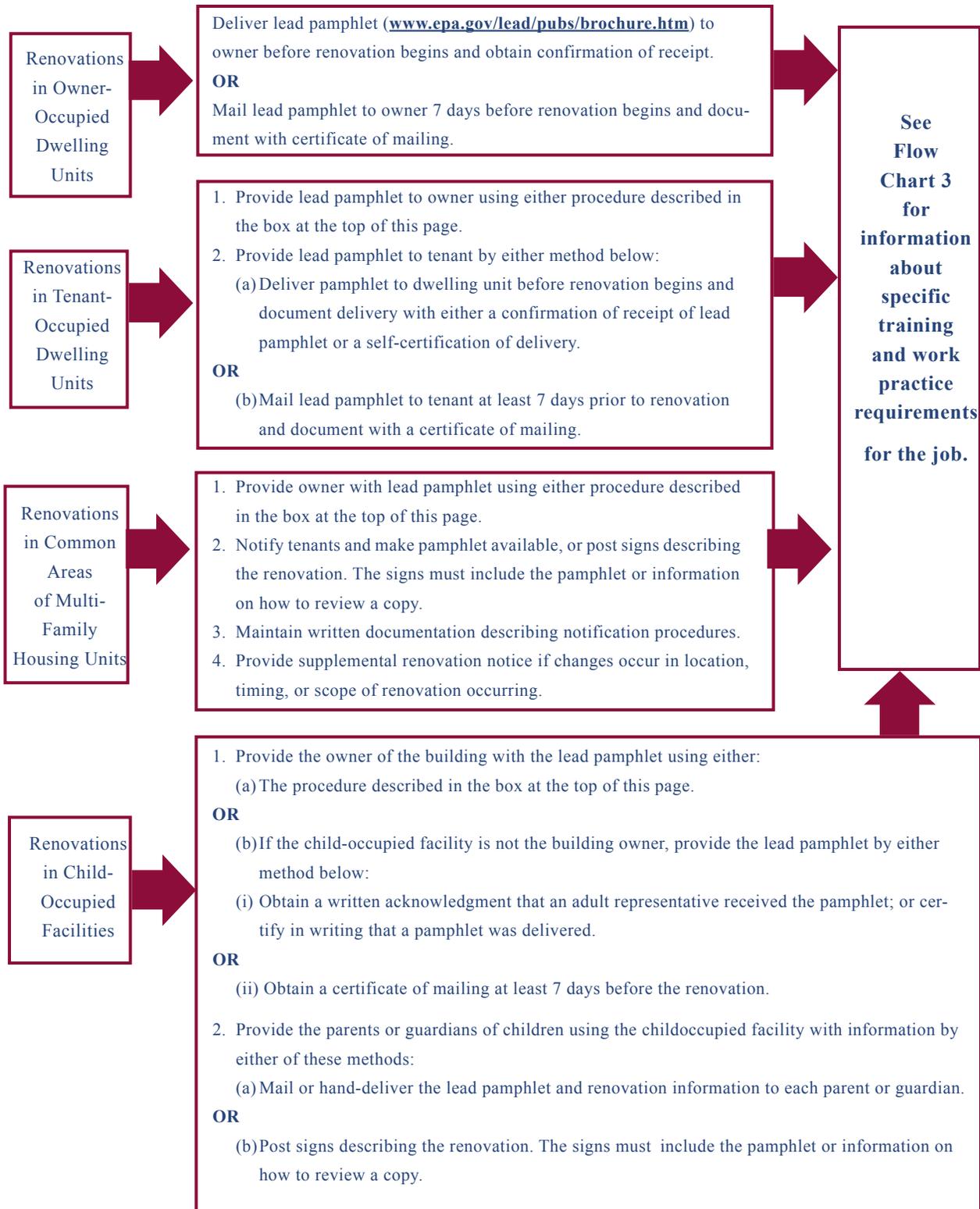
### Do the Requirements Apply to the Renovation?

If you will be getting paid to do work that disturbs painted surfaces in a pre-1978 home, apartment building, or child-occupied facility, answer the questions below to determine if the EPA lead program requires you to distribute the lead pamphlet and/or if you will need to comply with training, certification, and work practice requirements when conducting the work.

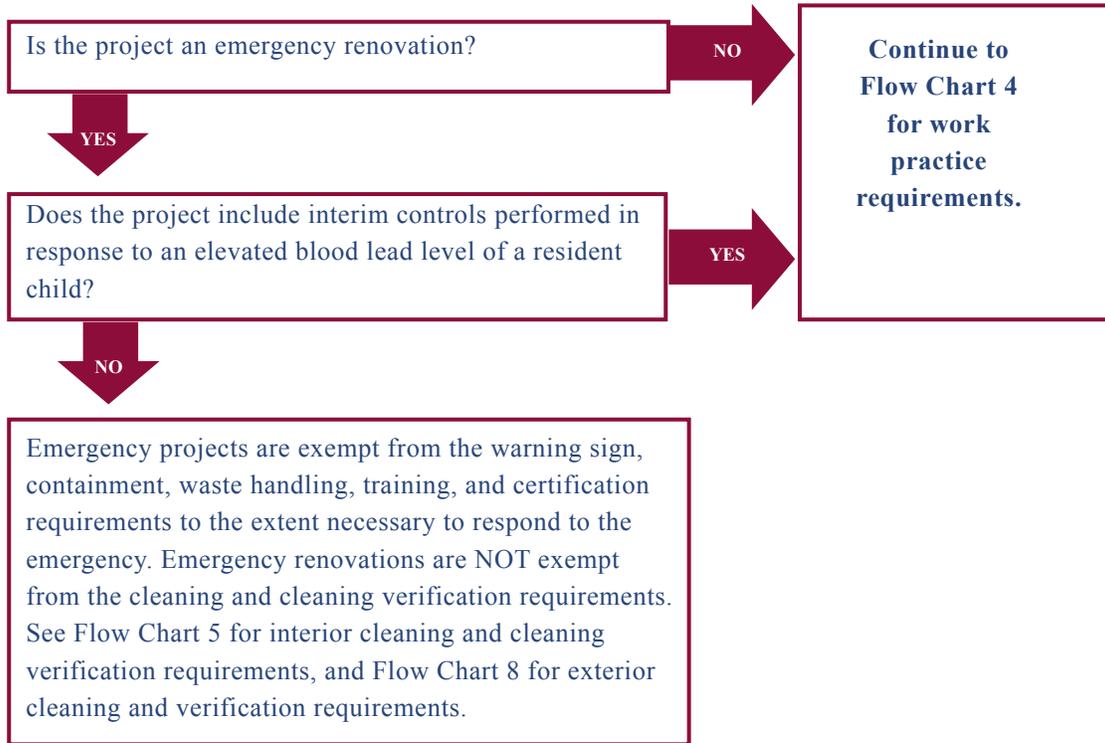


## How Do I Comply with the Pre-Renovation Education Requirements?

Requirements to distribute pre-renovation educational materials vary based on the location of the renovation. Select the location below that best describes the location of your project, and follow the applicable procedure on the right.



## Do the Renovation Training and Work Practices Apply?



## Work Practice Requirements

### General

- (A) Renovations must be performed by certified firms using certified renovators.
- (B) Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. These signs should be in the language of the occupants.
- (C) Prior to the renovation, the firm must contain the work area so that no dust or debris leaves the work area while the renovation is being performed.
- (D) Work practices listed below are prohibited during a renovation:
  - 1. Open-flame burning or torching of painted surfaces;
  - 2. Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system; and
  - 3. Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.
- (E) Waste from renovations:
  - 1. Waste from renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.
  - 2. At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored to prevent access to and the release of dust and debris.
  - 3. Waste transported from renovation activities must be contained to prevent release of dust and debris.



**Interior  
Renovation  
Projects.  
See Flow  
Chart 5.**



**Exterior  
Renovation  
Projects.  
See Flow  
Chart 8.**

## Work Practice Requirements Specific to Interior Renovations

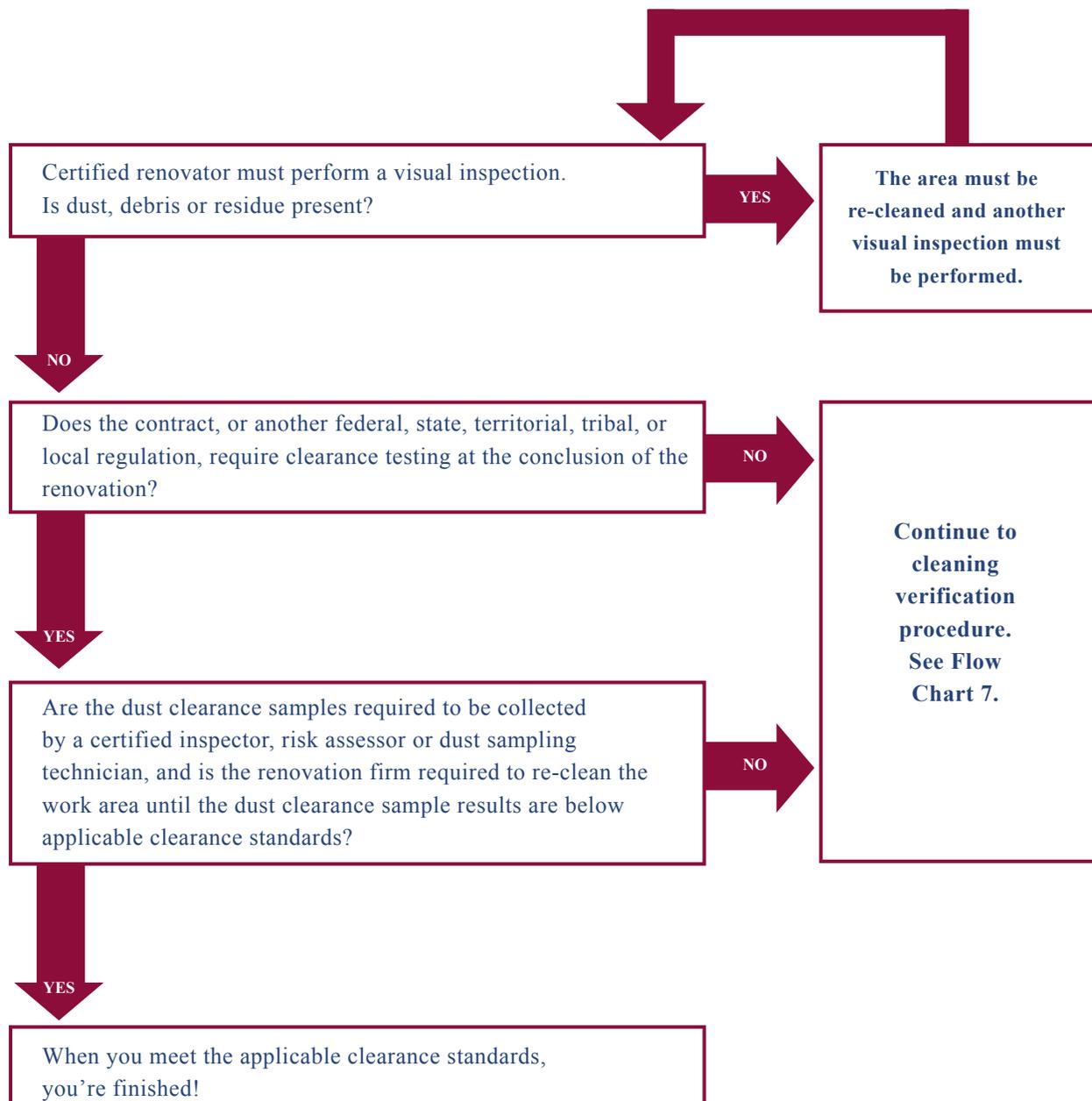
The firm must:

- (A) Remove all objects from the work area or cover them with plastic sheeting with all seams and edges sealed.
- (B) Close and cover all ducts opening in the work area with taped-down plastic sheeting.
- (C) Close windows and doors in the work area. Doors must be covered with plastic sheeting.
- (D) Cover the floor surface with taped-down plastic sheeting in the work area a minimum of six feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. If a vertical containment system is employed, floor covering may stop at the vertical barrier, providing it is impermeable, extends from floor to ceiling, and is tightly sealed at floors, ceilings, and walls.
- (E) Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris when leaving the work area.
- (F) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
  - 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
  - 2. Remove and dispose of protective sheeting as waste.
  - 3. Clean all objects and surfaces in the work area and within two feet of the work area in the following manner:
    - a. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
    - b. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
    - c. Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet mopping system.



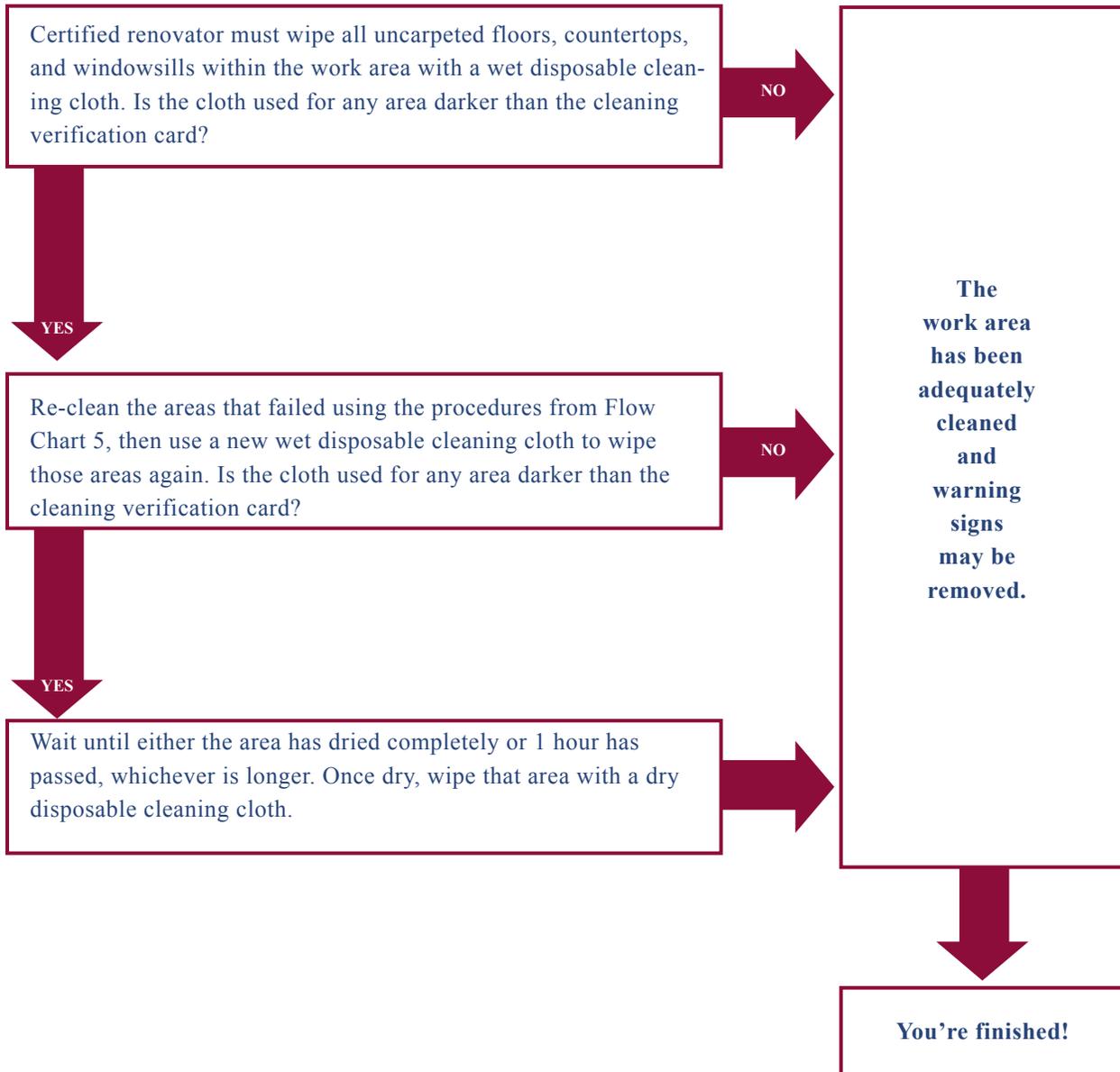
**Cleaning verification is required to ensure the work area is adequately cleaned and ready for re-occupancy. See Flow Chart 6 for instructions on performing cleaning verification for interior projects.**

## Interior Cleaning Verification: Visual Inspection and Optional Clearance Testing



## Interior Cleaning Verification: Floors, Countertops, and Window Sills

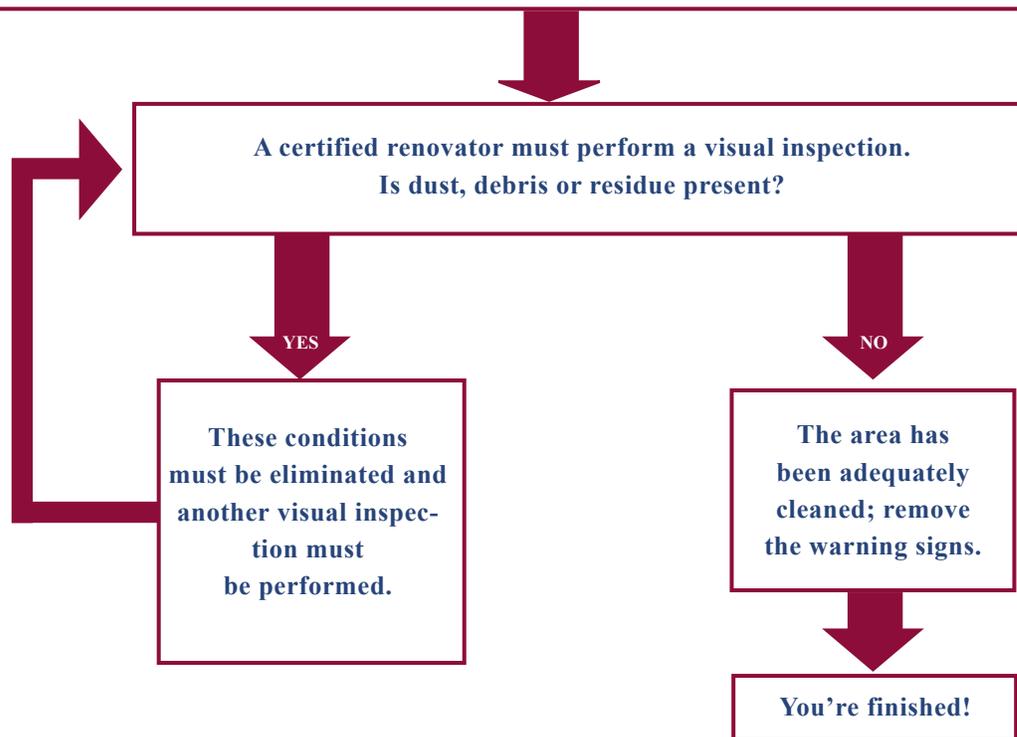
Note: For areas greater than 40 square feet, separate the area into sections and use a new disposable cleaning cloth for each section.



## Work Practice Requirements Specific to Exterior Renovations

The firm must:

- (A) Close all doors and windows within 20 feet of the renovation.
- (B) Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.
- (C) Cover the ground with plastic sheeting or other disposable impermeable material extending a minimum of 10 feet beyond the perimeter or a sufficient distance to collect falling paint debris, whichever is greater. If a property line prevents 10 feet of such ground covering, then erect vertical containment or equivalent extra precautions to prevent contamination of adjacent buildings and property.
- (D) In situations such as where work areas are in close proximity to other buildings, windy conditions, etc., the renovation firm must take extra precautions in containing the work area, like vertical containment.
- (E) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
  1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
  2. Remove and dispose of protective sheeting as waste.
  3. Waste transported from renovation activities must be contained to prevent release of dust and debris.



## How Is My Compliance Determined, and What Happens if the Agency Discovers a Violation?

To maximize compliance, EPA implements a balanced program of compliance assistance, compliance incentives, and traditional law enforcement. EPA knows that small businesses that must comply with complicated new statutes or rules often want to do the right thing, but may lack the requisite knowledge, resources, or skills. Compliance assistance information and technical advice helps small businesses to understand and meet their environmental obligations. Compliance incentives, such as EPA's Small Business Policy, apply to businesses with 100 or fewer employees and encourage persons to voluntarily discover, disclose, and correct violations before they are identified by the government (more information about EPA's Small Business Policy is available at [www.epa.gov/compliance/incentives/smallbusiness/index.html](http://www.epa.gov/compliance/incentives/smallbusiness/index.html)). EPA's enforcement program is aimed at protecting the public by targeting persons or entities who neither comply nor cooperate to address their legal obligations.

EPA uses a variety of methods to determine whether businesses are complying, including inspecting work sites, reviewing records and reports, and responding to citizen tips and complaints. Under TSCA, EPA (or a state, if this program has been delegated to it) may file an enforcement action against violators seeking penalties of up to \$37,500 per violation, per day. The proposed penalty in a given case will depend on many factors, including the number, length, and severity of the violations, the economic benefit obtained by the violator, and its ability to pay. EPA has policies in place to ensure penalties are calculated fairly. These policies are available to the public. In addition, any company charged with a violation has the right to contest EPA's allegations and proposed penalty before an impartial judge or jury.

EPA encourages small businesses to work with the Agency to discover, disclose, and correct violations. The Agency has developed self-disclosure, small business, and small community policies to modify penalties for small and large entities that cooperate with EPA to address compliance problems. In addition, EPA has established compliance assistance centers to serve over one million small businesses (see Construction Industry Compliance Assistance Center for information regarding this rule at [www.cicacenter.org](http://www.cicacenter.org)). For more information on compliance assistance and other EPA programs for small businesses, please contact EPA's Small Business Ombudsman at 202-566-2075.

## Frequent Questions

### What is the legal status of this guide?

This guide was prepared pursuant to section 212 of SBREFA. EPA has tried to help explain in this guide what you must do to comply with the Toxic Substances Control Act (TSCA) and EPA's lead regulations. However, this guide has no legal effect and does not create any legal rights. Compliance with the procedures described in this guide does not establish compliance with the rule or establish a presumption or inference of compliance. The legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule, which controls if there is any inconsistency between the rule and the information in this guide.

### Is painting considered renovation if no surface preparation activity occurs?

No. If the surface to be painted is not disturbed by sanding, scraping, or other activities that may cause dust, the work is not considered renovation and EPA's lead program requirements do not apply. However, painting projects that involve surface preparation that disturbs paint, such as sanding and scraping, would be covered.

### What if I renovate my own home?

EPA's lead program rules apply only to renovations performed for compensation; therefore, if you work on your own home, the rules do not apply. EPA encourages homeowners to use lead-safe work practices, nonetheless, in order to protect themselves, their families, and the value of their homes.

### Is a renovation performed by a landlord or employees of a property management firm considered a compensated renovation under EPA's lead program rules?

Yes. The receipt of rent payments or salaries derived from rent payments is considered compensation under EPA's lead program. Therefore, renovation activities performed by landlords or employees of landlords are covered.

### Do I have to give out the lead pamphlet seven days prior to beginning renovation activities?

The 7-day advance delivery requirement applies only when you deliver the lead pamphlet by mail; otherwise, you may deliver the pamphlet anytime before the renovation begins so long as the renovation begins within 60 days of the date that the pamphlet is delivered. For example, if your renovation is to begin May 30, you may deliver the pamphlet in person anytime between April 1 and start of the project on May 30, or you may deliver the pamphlet by mail anytime between April 1 and May 23.

## Tips for Easy Compliance

1. For your convenience the sample form on page 23 of this handbook is included in the *Renovate Right* lead pamphlet (see page 29 for information on how to get copies). Attach the form to the back of your customer renovation or repair contracts. The completed form can be filed along with your regular paperwork.
2. Plan ahead to obtain enough copies of the lead pamphlet (see page 29 for information on how to get copies of the pamphlet).

## Where Can I Get More Information?

Further information is available from the National Lead Information Center (800-424-LEAD) and on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead). Available resources include:

- Full text version of the Lead-Based Paint Renovation, Repair, and Painting Program regulation.
- Frequent Questions which provide more detailed information on the rule's requirements.
- A downloadable version of the lead pamphlet.

## Why Is Lead Paint Dangerous?

Lead gets into the body when it is swallowed or inhaled. People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities. People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



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

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavioral problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.



## Other Resources

For additional information on how to protect yourself and your customers from lead paint hazards, visit [www.epa.gov/lead](http://www.epa.gov/lead) or call the National Lead Information Center at 1-800-424-LEAD (5323).

Available documents include:

- *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*
- *Joint EPA-HUD Curriculum: Lead Safety for Remodeling, Repair, and Painting*
- *Steps to Lead Safe Renovation, Repair and Painting*
- *Fight Lead Poisoning with a Healthy Diet*
- *Protect Your Family From Lead in Your Home*
- *Lead in Your Home: A Parent's Reference Guide*



## Key Terms

**Certificate of Mailing** — A written verification from the Postal Service that you mailed the lead pamphlet to an owner or a tenant. This is less expensive than certified mail, which is also acceptable for meeting the Lead-Based Paint Renovation, Repair, and Painting Program requirements. (**Note:** If using this delivery option, you must mail the pamphlet at least seven days prior to the start of renovation.)

**Certified Inspector or Risk Assessor** — An individual who has been trained and is certified by EPA or an authorized state or Indian Tribe to conduct lead-based paint inspections or risk assessments.

**Child-occupied Facility** — May include, but is not limited to, day care centers, pre-schools and kindergarten classrooms. Child-occupied facilities may be located in target housing or in public or commercial buildings. The regulation defines a “child-occupied facility” as a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day’s visit lasts at least three hours and the combined weekly visits last at least six hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may be located in target housing, or in public or commercial buildings. With respect to common areas in public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only those common areas that are routinely used by children under age 6, such as restrooms and cafeterias. Common areas that children under age 6 only pass through, such as hallways, stairways, and garages are not included. In addition, with respect to exteriors of public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only the exterior sides of the building that are immediately adjacent to the child-occupied facility or the common areas routinely used by children under age 6.

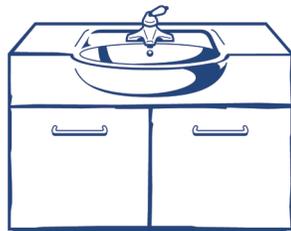
**Cleaning Verification Card** — a card developed and distributed by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been properly completed.

**Common Area** — A portion of a building that is generally accessible to all residents or users. Common areas include (but are not limited to) hallways, stairways, laundry rooms, recreational rooms, playgrounds, community centers, and fenced areas. The term applies to both interiors and exteriors of the building.

**Component** — A specific design or structural element or fixture distinguished by its form, function, and location. A component can be located inside or outside the dwelling. Examples...

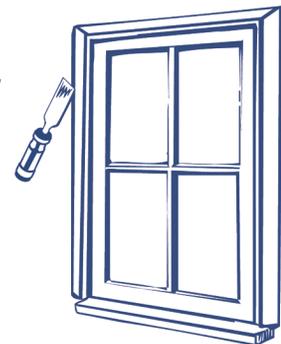
### Interior

*Ceilings*  
*Crown molding*  
*Walls*  
*Doors and trim*  
*Floors*  
*Fireplaces*  
*Radiators*  
*Shelves*  
*Stair treads*  
*Windows and trim*  
*Built-in cabinets*  
*Beams*  
*Bathroom vanities*  
*Counter tops*  
*Air conditioners*



### Exterior

*Painted roofing*  
*Chimneys*  
*Flashing*  
*Gutters and downspouts*  
*Ceilings*  
*Soffits*  
*Doors and trim*  
*Fences*  
*Floors*  
*Joists*  
*Handrails*  
*Window sills and sashes*  
*Air conditioners*



**Confirmation of Receipt of Lead Hazard Information Pamphlet** — A form that is signed by the owner or tenant of the housing confirming that they received a copy of the lead pamphlet before the renovation began. (See sample on page 23.)

**Emergency Renovation** — Unplanned renovation activities done in response to a sudden, unexpected event which, if not immediately attended to, presents a safety or public health hazard or threatens property with significant damage.

### **Examples**

- *Renovation to repair damage from a tree that fell on a house.*
- *Renovation to repair a burst water pipe in an apartment complex.*
- *Interim controls performed in response to an elevated blood lead level in a resident child.*

**Firm** — A company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

**General Contractor** — One who contracts for the construction of an entire building or project, rather than for a portion of the work. The general contractor hires subcontractors (e.g. plumbing, electrical, etc.), coordinates all work, and is responsible for payment to subcontractors.

**Housing for the Elderly** — Retirement communities or similar types of housing specifically reserved for households of one or more persons 62 years of age or older at the time the unit is first occupied.

**Interim Controls** — Interim controls means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

**Lead Abatement** — Work designed to permanently eliminate lead-based paint hazards. If you are hired to do lead-abatement work only, the Lead-Based Paint Renovation, Repair, and Painting Program does not apply. Abatement does not include renovation, remodeling, or other activities done to repair, restore, or redesign a given building — even if such renovation activities incidentally eliminate lead-based paint hazards. (**Note:** Some states define this term differently than described above. Consult your state officials if you are not sure how “lead abatement” is defined in your state.)

**Lead Pamphlet** — The lead hazard information pamphlet for the purpose of pre-renovation education is *The LeadSafe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools*, or an EPA-approved alternative pamphlet. (See page 29 for information on obtaining copies.)

**Minor Repair and Maintenance** — Activities that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the prohibited work practices is used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.

**Owner** — Any person or entity that has legal title to housing, including individuals, partnerships, corporations, government agencies, Indian Tribes, and nonprofit organizations.

**Painted Surface** — A component surface covered in whole or in part with paint or other surface coatings.

**Prohibited Practices** — Work practices listed below are prohibited during a renovation:

- Open-flame burning or torching of painted surfaces;
- Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
- Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.

**Record of Notification** — A written statement documenting the steps taken to notify occupants of renovation activities in common areas of multi-family housing. (See page 25 for sample.)

**Renovation** — Modification of all or part of any existing structure that disturbs a painted surface, except for some specifically exempted activities (e.g., minor repair and maintenance). Includes:

- Removal/modification of painted surfaces, components, or structures
- Surface preparation activities (sanding/scraping/other activities that may create paint dust)
- Window replacement

### **Examples**

1. Demolition of painted walls or ceilings
2. Replastering
3. Plumbing repairs or improvements
4. Any other activities which disturb painted surfaces

**Renovation Notice** — Notice to tenants of renovations in common areas of multi-family housing. (See sample form on page 25.) Notice must describe nature, location, and expected timing of renovation activity; and must explain how the lead pamphlet may be obtained free of charge.

**Renovator** — A person who either performs or directs workers who perform renovation. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal program. (**Note:** Because the term “renovation” is defined broadly by the Lead-Based Paint Renovation, Repair, and Painting Program, many contractors who are not generally considered “renovators”, as that term is commonly used, are considered to be “renovators” under the program and must follow the rule’s requirements.)



**Self-Certification of Delivery** — An alternative method of documenting delivery of the lead hazard information pamphlet to a tenant. This method may be used whenever the tenant is unavailable or unwilling to sign a confirmation of receipt of lead pamphlet. (See sample form on page 23.) (**Note:** This method is not a permissible substitute for delivery of the lead pamphlet to an owner.)

**Supplemental Renovation Notice** — additional notification that is required when the scope, location, or timing of project changes.

**Vertical Containment** — A vertical barrier consisting of plastic sheeting or other impermeable material over scaffolding or a rigid frame, or an equivalent system of containing the work area. Vertical containment is required for some exterior renovations but it may be used on any renovation.

**Zero-Bedroom Dwelling** — Any residential dwelling where the living area is not separated from the sleeping area. This term includes efficiency and studio apartments, dormitory housing, and military barracks.



## Sample Pre-Renovation Form

This sample form may be used by firms to document compliance with the requirements of the Federal Lead-Based Paint Renovation, Repair, and Painting Program.

### Occupant Confirmation

#### Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

---

Printed Name of Owner-occupant

---

Signature of Owner-occupant

Signature Date

### Renovator's Self Certification Option (for tenant-occupied dwellings only)

*Instructions to Renovator:* If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

**Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

**Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

---

Printed Name of Person Certifying Delivery

Attempted Delivery Date

---

Signature of Person Certifying Lead Pamphlet Delivery

---

Unit Address

**Note Regarding Mailing Option** — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.



## Sample Forms (continued)

Renovation Notice — For use in notifying tenants of renovations in common areas of multi-family housing.

The following renovation activities will take place in the following locations:

\_\_\_\_\_  
Activity (e.g., sanding, window replacement)

\_\_\_\_\_  
Location (e.g., lobby, recreation center)

The expected starting date is \_\_\_\_\_ and the expected ending date is \_\_\_\_\_.  
Because this is an older building built before 1978, some of the paint disturbed during the renovation may contain lead. You may obtain a copy of the pamphlet, *Renovate Right*, by telephoning me at \_\_\_\_\_. Please leave a message and be sure to include your name, phone number and address. I will either mail you a pamphlet or slide one under your door.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of renovator

\_\_\_\_\_  
Signature of renovator

### Record of Tenant Notification Procedures

Project Address \_\_\_\_\_

Street (apt. #) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
Owner of multi-family housing

\_\_\_\_\_  
Number of dwelling units

\_\_\_\_\_  
Method of delivering notice forms (e.g. delivery to units, delivery to mailboxes of units)

\_\_\_\_\_  
Name of person delivering notices

\_\_\_\_\_  
Signature of person delivering notices

\_\_\_\_\_  
Date of Delivery



# Sample Renovation Recordkeeping Checklist

Name of Firm: \_\_\_\_\_

Date and Location of Renovation: \_\_\_\_\_

Brief Description of Renovation: \_\_\_\_\_

Name of Assigned Renovator: \_\_\_\_\_

Name(s) of Trained Worker(s), if used: \_\_\_\_\_

Name of Dust Sampling Technician,  
Inspector, or Risk Assessor, if used: \_\_\_\_\_

Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.

Certified renovator provided training to workers on (check all that apply):

Posting warning signs  Setting up plastic containment barriers

Maintaining containment  Avoiding spread of dust to adjacent areas

Waste handling  Post-renovation cleaning

Test kit or test results from an EPA-recognized laboratory on collected paint chip sample, used by certified renovator to determine whether lead was present on components affected by renovation (identify method used, type of test kit used (if applicable), laboratory used to conduct paint chip analysis, describe sampling locations and results): \_\_\_\_\_

Warning signs posted at entrance to work area.

Work area contained to prevent spread of dust and debris

All objects in the work area removed or covered (interiors)

HVAC ducts in the work area closed and covered (interiors)

Windows in the work area closed (interiors)

Windows in and within 20 feet of the work area closed (exteriors)

Doors in the work area closed and sealed (interiors)

Doors in and within 20 feet of the work area closed and sealed (exteriors)

Doors that must be used in the work area covered to allow passage but prevent spread of dust

Floors in the work area covered with taped-down plastic (interiors)

Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighed down by heavy objects (exteriors)

Vertical containment installed if property line prevents 10 feet of ground covering, or if necessary to prevent migration of dust and debris to adjacent property (exteriors)

Waste contained on-site and while being transported off-site.

Work site properly cleaned after renovation

All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal

Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)

Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): \_\_\_\_\_

If dust clearance testing was performed instead, attach a copy of report

I certify under penalty of law that the above information is true and complete.

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Date

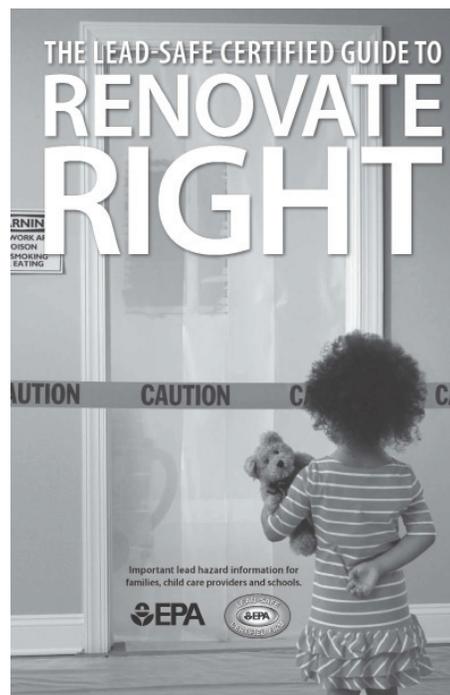


## Where Can I Get Copies of the Lead Pamphlet?

For single copies, in Spanish or English, of *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools* (EPA-740-K-10-001), call the National Lead Information Center (NLIC) at 1-800-424-LEAD. For any orders, be sure to use the appropriate stock reference number listed above.

### There are four ways to get multiple copies:

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