



Milwaukee County Housing Authority  
Section 8 Housing Choice Voucher Program  
600 W Walnut Street, Suite #100  
Milwaukee, WI 53212  
Phone: 414-278-4894  
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# **MILWAUKEE COUNTY HOUSING AUTHORITY (MCHA)**

## **SECTION 8 HCV PROPERTY OWNER GUIDE**

*Become a partner to improve quality of life and create better opportunity for low income families in our community.*

**Office Location: 600 W Walnut St, Suite #100, Milwaukee,  
WI 53212**

600 West Walnut Street • Suite 100 • Milwaukee, WI 53212 • Telephone (414) 278-4894 • Fax (414) 223-1825

# OWNERS GUIDE

This handbook provides information to prospective and current rental property owners and landlords on the Section 8 Housing Choice Voucher (HCV) Program.

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# Milwaukee County Housing Choice Voucher Program

## HCV PROGRAM INFORMATION

The Milwaukee County Housing Authority receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing choice voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the Milwaukee County Housing Authority.

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

The participant is free to choose any housing that meets the requirements of the program within the Milwaukee County.

The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

There is no application process for landlords to participate in the program. Landlords can email [Ruthie.Johnson@milwaukeecountywi.gov](mailto:Ruthie.Johnson@milwaukeecountywi.gov) or call 414-278-4894 to list their unit on the program's vacancy list. The vacancy list is updated every week. Once the unit is posted it remains on the list for 2 weeks. After 2 weeks if you would like to continue to post the unit, please call Ms. Johnson at 414-278-4894 and she will continue posting the unit for 2 more weeks. We would need the following information to post a vacant unit:

Address of the Unit:

Unit Type:

Bedroom size:

Utilities and Amenities included in the rent:

Requested Rent:

Unit Available date:

Contact Phone number:

Is this an accessible unit:

A participating family contacts the landlord directly if interested in renting the landlord's available rental unit. The landlord conducts his/her normal application, suitability and screening process. If the family is found suitable, the landlord completes paperwork (RTA packet) provided by the family. The RTA packet is submitted to the Housing Program Assistant (HPA) for review. If the RTA is accepted, the Housing Authority inspects the unit within approximately ten working days after receipt of the

completed paperwork (RTA packet), providing the rental unit and requested rent meet program requirements. If the unit passes inspection, a contract is offered to the landlord for signature and the landlord must execute a lease agreement with the prospective tenant. Once all steps are completed and all documents executed, the Housing Authority commences payment of monthly assistance directly to the landlord's designated payee.

The Housing Authority cannot begin payments nor pay assistance prior to the date the unit passes inspection.

This three way partnership is between the landlord, the Housing Authority, and the assisted family. The role of this partnership is formalized by a contract between the landlord and the Housing Authority; the lease between the landlord and the assisted family; and, the Housing Choice Voucher between the assisted family and the Housing Authority.

### **Rent Reasonableness Requirements**

The Federal regulations require that the rent for each unit contracted by the Section 8 HCV program must be determined reasonable. The program is required to compare the requested rent to private market unassisted units which are similar in size, type, quality, condition and amenities which are located in the approximate vicinity. The HPA will contact the landlord if the requested rent cannot be determined reasonable and enter into rent negotiations. If the staff is unable to amicably negotiate a fair rent with the owner and the tenant wishes to remain on the program the tenant must seek suitable housing elsewhere.

### **How the Program determines Tenant portion of the rent.**

The tenant portion of the rent to the owner is based on tenant's income, the utilities tenant is responsible for, and the rent for the unit. If the gross rent for your selected unit (rent plus the utility allowance) does not exceed the voucher payment standard, the tenant will pay no more than 30% of your monthly adjusted income towards the rent and utilities. If the gross rent exceeds the payment standard for tenant voucher size, the tenant will pay the total amount in excess of the payment standard.

Please note that for any Housing Assistance Payments Contract entered into on or after October 1, 1999, the tenant portion of the rent cannot exceed 40% of tenant's monthly-adjusted income.

### **Where tenant may lease a unit.**

The tenant can lease a unit within the Jurisdiction of Milwaukee County. If a tenant locates a unit outside the jurisdiction of the Milwaukee County Housing Authority, the tenant's Housing Choice Voucher can be transferred to the Housing Authority that has jurisdiction over the area.

MCHA goal is to expand housing opportunities for Section 8 families in low poverty areas, and other areas which have not traditionally participated in the Section 8 program. This goal also includes improving the quality of units in the areas we already serve. With your assistance we can reach our goal. We appreciate your interest in the Section 8 Program and we look forward to a successful working relationship with you. Please contact us if you have any questions, comments, or suggestions.

**ROLES OF PARTNERSHIP  
BETWEEN MCHA, OWNERS AND FAMILIES:**

Once the Milwaukee County Housing Authority approves an eligible family's housing unit, the family and the landlord sign a lease and, at the same time, the landlord and the PHA sign a housing assistance payments contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and the MCHA has obligations and responsibilities under the voucher program.

**HUD's Role:**

- Provide Housing Assistance Payments funding to cover the cost of the program;
- HUD monitors PHA administration of the program to ensure program rules are properly followed
- Interpret housing legislation and create rules for the programs
- Provide technical assistance and training to Public Housing Authorities (PHAs)

**Milwaukee County Housing Authority's Obligations:**

- Determine initial and annual family eligibility
- Certify that the unit meets federal Housing Quality Standards (HQS).
- Approve terms and conditions of the Section 8 Lease,
- Make Housing Assistance Payments to owners
- Monitor program performance and compliance with Federal and State laws and regulations.

**Tenant's Obligations:**

- Select a housing unit and upon MCHA and HQS approval sign the lease with the landlord for at least one year.
- Comply with the lease and lease addendum obligations
- Pay the tenant portion of the rent each month on time as approved by the MCHA.
- Maintain unit in accordance with the lease
- Comply with all annual income certification and HQS inspections.
- Comply with all the voucher and program obligations.
- Report changes in income and or family composition timely to the MCHA.

**Landlord's Obligations:**

- Provide decent, safe and sanitary housing to the tenant at a reasonable rent.
- Screen family for selection, suitability and leasing.
- Comply with the Housing Assistance Payments Contract, lease and lease addendum
- Perform all landlord functions as normal during tenancy such as grounds and building maintenance, lease terminations and or evictions.
- Collect tenant rent in the amount approved by the MCHA and specified in the lease
- Chapter 13 of the Program's Administrative Plan covers in detail the landlord rights and obligations.

## **(Request for Tenancy Approval) RTA PACKET AND HQS INSPECTION**

When an applicant or participant selects a unit and the landlord is willing to participate in the program. The applicant/participant and the landlord must fill out the RTA packet and it must be submitted in person to the applicant/participant's HPA. The RTA packet includes the RTA form, IRS W-9 form, and Landlord certification of rental unit form, a sample copy of the lease and the contract and the dwelling unit check list. You may keep the dwelling unit checklist and sample lease and contract for your review. Upon submission the HPA will review the RTA packet and conduct the rent reasonableness test. If the forms are complete and rent is determined reasonable the RTA will be accepted and an inspection will be scheduled.

The program requires that either the tenant, landlord or their representative above 18 years or older must be present at the time of the inspection. The MCHA will conduct two inspections per RTA. The unit will be approved only if it meets the HUD HQS. The HQS can be found under 24 Code of Federal Regulation Section 982.401 titled "Dwelling Unit Housing Quality, Subsidy Standards, Inspections and Maintenance." Please see below a list of items covered under the performance requirements and acceptability criteria or the Housing and Urban Development approved variation in the acceptability criteria of the key aspects of the HQS.

- (A) Sanitary facilities;
- (B) Food preparation and refuse disposal;
- (C) Space and security;
- (D) Thermal environment;
- (E) Illumination and electricity;
- (F) Structure and materials;
- (G) Interior air quality;
- (H) Water supply;
- (I) Lead-based paint;
- (J) Access;
- (K) Site and neighborhood;
- (L) Sanitary condition; and
- (M) Smoke detectors.

The MCHA inspection form used to evaluate each unit for the initial, Biennial or quality control inspections is also enclosed. Please also note that the last page of the form is used to reflect the amenities and utilities included in the rent for documentation if rent reasonableness.

## TYPES OF INSPECTIONS

Rental units subsidized by the Section 8 Program must meet Housing Quality Standards. To ensure that minimum standards are being met, MCHA is required to inspect each unit prior to occupancy and on a periodic basis. The following will briefly highlight the important aspects of the inspection types and process:

*Housing Quality Standards Inspection Report:* The Inspection form which is used by the MCHA inspector to inspect the unit to ensure compliance with HQS is enclosed. The inspector will use this form to list the deficiencies and designate a deadline for their correction. It may also list items that are inconclusive. Inconclusive items are items about which the inspector needs additional information to determine whether they will pass or fail. After researching this information, the inspector will notify the landlord of his/her decision regarding the pass/fail status of the item. Another term sometimes found on this report is Pass with Comment. This will alert the landlord to a problem that does not fail now, but may be a potential problem in the future.

*Initial Inspections:* A unit ready for occupancy must be inspected before the family can move in or begin receiving a Section 8 subsidy. An initial inspection must be conducted before a new family moves in, regardless of the date of any previous MCHA inspection. This inspection is conducted with the landlord or the landlord's agent most of the times. If the first inspection fails, a repair list will be typed and mailed to the landlord and tenant. The landlord must call to schedule a re-inspection. MCHA will not make assistance payments until the unit passes inspection. The HPA will give the authorization for the move-in date. A family moving in without appropriate authorization will be responsible for making the total rent payment. The landlord will have no recourse against the MCHA for payment of rent for any period of time not covered by the HAP Contract.

*Biennial Inspections:* Every 24 months an inspection of the assisted unit must be conducted. This inspection, which is conducted to insure compliance with HQS, is conducted with the family. Allowing the unit to be inspected annually is a family's obligation and failure to cooperate will result in termination from the program. The landlord and tenant are notified in advance and in writing of the scheduled inspection. It is recommended that, if the landlord desires to be present for the inspection, they must co-ordinate it with the inspector and tenant. The landlord and the tenant receive written notification of any deficiencies found during the inspection. It is the landlord's responsibility to make any necessary repairs within 30 days or less as indicated in the written notice. Any tenant caused deficiencies must be worked out between you and the family and corrected before MCHA can pass the dwelling. No extensions will be granted unless the landlord can substantiate a reason for the extension and MCHA can determine that the required repairs warrant a time extension due to the nature of the repairs. And that the deficiencies to be corrected do not pose a serious threat to the health and safety of the tenant family. If the landlord fails to complete the repairs and have the unit re-inspected and passed by the established date, MCHA will abate assistance payments as of the first day following that date.

*Special Inspections:* Special inspections may be conducted at any time during the term of the HAP Contract, and may involve either a response to a reported complaint or an apparent violation by either the landlord or tenant that requires a site visit. Depending on the type of violation, the deadline for repairs varies from 24 hours to 30 days.

*Quality Control (QC) Inspection:* MCHA has a public responsibility to ensure that units receiving Section 8 assistance are safe, sanitary, and decent as determined by the Housing Quality Standards. HUD requires the Authority to monitor its housing quality program through quality control inspections. To meet these objectives, MCHA randomly samples at least 5% of approved units for inspection.

## **LEAD BASED PAINT**

The HQS inspector will perform a VISUAL ASSESSMENT and inspection of all units initially when families enter into leases and during regularly scheduled inspections. 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.

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 and lead-based paint requirements.

- a) Units that were constructed prior to 1978 and are occupied by a child younger than 6 must be inspected for defective paint on all interior and exterior painted surfaces of a residential structure.
- b) Units that were constructed prior to 1978 and are occupied by a child younger than 6 with elevated blood level (EBL) must receive treatment to all intact and non-intact interior and exterior painted surfaces of a residential structure.
- c) Units that were constructed prior to 1978 and are occupied by minors over 6 years old can have some defective paint conditions and pass inspection.

## **RENT INCREASE**

The request for rent increase forms will be mailed to the landlords annually when the tenant recertification packets are mailed. The rent increases will be processed only at the lease renewal each year. The rent increase request must be submitted by the deadline on the prescribed form duly completed and signed by the tenant and the landlord. If the rent reasonableness test supports the proposed rent, the proposed rent will be approved.

If it is determined that the tenant was not given sufficient notice of the increase and/or that the proposed rent is not reasonable in relation to rents charged for comparable rental units, then the proposed rent will not be approved at the time the owner submits the request.

It is against HUD regulations to charge a Section 8 assisted tenant more than a non-Section 8 tenant. The landlord must provide the Authority with information regarding the utilities, amenities and other services included in the rent. This information will be verified and used in evaluating the landlord's request for a rent increase.

## **OWNERSHIP CHANGE, CHANGE OF MANAGEMENT OR PAYEE**

Below listed is the process for the existing Section 8 landlords to report sale, transfer, management change or payee changes for the Section 8 unit under contract with the program.

Information necessary for ownership changes:



- **FOR CHANGES OF OWNERSHIP:** The settlement statement or closing statement reflecting the purchase of the property. This document must include the date of sale, property's address for which payments are being requested AND must be signed by both the seller and buyer.
- **FOR CHANGES OF PROPERTY MANAGEMENT OR PAYEE CHANGE:** The management agreement, in which the owner employs the agent to manage the property. The document must include the property address and must be signed by both the new owner and the agent or property management
- A completed W9 form. The address and Tax ID Number on the W9 should be of the company entitled to receive payments. (Payments will be sent to the address listed on the W9)
- A list of residents currently on the Program that will be affected by this change. Please include the residents' addresses.

**Failure to submit all necessary documentation may result in delayed payments on the tenant's behalf. Changes in ownership or rent assignments may only be conducted for future months.**

The requested documentation should be sent to:

**Milwaukee County Housing Choice Voucher Program  
ATTN: CSN  
600 W. Walnut St, Suite 100  
Milwaukee, WI 53212**

If you have any comments, questions, or concerns regarding the forms that must be submitted, please contact Connie Newson at [Connie.Newson@milwaukeecountywi.gov](mailto:Connie.Newson@milwaukeecountywi.gov) or (414) 278-2946.

## **FRAUD**

The MCHA conducts business in accordance with the Department of Housing and Urban Development's regulations. Any program abuse or fraud reported or detected by the program is a serious concern. The fraud will be investigated and handled in accordance with the HUD regulations and program policies.

### **Side Payments:**

The collection of side payments from Section 8 tenants is a serious offense, which is punishable under federal Law. Side payments include, but are not limited to, rent payments collected from Section 8 tenants in addition to the agreed upon Contract Rent. Other examples of side payments include: rent on appliances which are included in the rent; fees for routine maintenance services covered under the lease agreement; charging tenants for utilities which are included in the rent; and requiring Section 8 tenants to perform services in lieu of payments (for example, their own maintenance).

### **Family Size Change:**

If you suspect an increase or decrease in your tenant's household size, then you should report this to MCHA immediately. It is a fraud violation for assisted tenants to have more household members than the number reported to the Authority.

**Move-Outs:**

If the tenant moves out, or is deceased, you must report this to MCHA immediately. To knowingly accept housing assistance payments for a vacant unit and not report it to MCHA is a breach of your contract with the Authority and could be considered a fraudulent act.

**VIOLANCE AGAINST WOMEN ACT (VAWA)****VAWA Protection for Section 8 Housing Choice Voucher Assistance Applicants**

A public housing agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission.

To qualify for housing choice voucher assistance, all applicants, including victims of domestic violence, dating violence or stalking, must, at a minimum:

- meet the PHA's definition of "family,"
- be income eligible,
- have at least one family member who is a U.S. citizen or has eligible immigration status,
- pass criminal background screening,
- have no outstanding debt to any PHA and
- meet all other local PHA screening criteria.

**VAWA Protection for Section 8 Housing Choice Voucher Program Participants**

The PHA may not deny, remove or terminate assistance to a victim of domestic violence, dating violence or stalking based solely on such an incident or threat. The PHA, an owner or landlord may deny, remove or terminate assistance to an individual perpetrator of such actions and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance. This does not limit the authority of the PHA, owner or landlord to terminate participants' assistance for other criminal activity or good cause.

A Section 8 housing choice voucher participant who is a victim of domestic violence, dating violence or stalking may request and be granted move or portability due to the incident or threat if they are otherwise compliant with all program obligations and the perpetrator has been or will be moved out of the current or future dwelling.

See attached copy of the sample HAP contract and Lease addendum for further details.

## **Notice of Non-Discrimination and Reasonable Accommodations to all Section 8 Applicants and Participants**

On April 11, 1968, Congress passed the Civil Rights Act of 1968. Title VIII of this Act is commonly referred to as the Fair Housing Law. Through this act and subsequent amendments, Congress declared a national policy of providing fair housing throughout the United States. 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 the age of 18), Handicap.

The MCHA conducts business in accordance with the Federal Fair Housing Law. The MCHA has a legal obligation to permit reasonable accommodations” to a rental unit, at tenant/family expense. For disabled Section 8 family members, if the modification is necessary for the disabled person to fully enjoy the unit.

A reasonable accommodation is some modification or change that the owner must permit to its procedures or units that will enable an otherwise eligible family with a disability to participate in the Section 8 program. Where it is reasonable to do so, the tenant agrees to restore the premises to condition before modification, reasonable wear and tear excepted, upon vacate.

Examples of reasonable accommodations that may be requested during Application, Interview, Orientation and Search for Accessible Housing Process, include home visit, list of handicap accessible units for rent, help in finding a unit, rescheduling of an interview appointment if participant is ill or other disability related issue, permitting a qualified disabled family to have additional bedroom to accommodate special needs such as hospital bed, wheel chair accessibility or other medical equipment.

Examples of reasonable accommodations that may be permitted at the participant’s expense include but are not limited to: Installing grab bars, handrails, or lever handles instead of knobs for a family with mobility-impaired member, installing visual signaler for hearing impaired (some accommodations, which would otherwise have to be provided at the participant expense may be provided by community based organizations), permitting a qualified family to have a Service Animal in the unit where no-pet policy exists.

As with any Section 8 applicant or participant, an applicant or participant family with a disabled member must be able to meet the essential obligations of occupancy such as paying rent, to care for the unit, to report required information to MCHA, refrain from disturbing the neighbors.

If an applicant or a participant has a disability and believe that they need reasonable accommodation, they may request it at any time during application process or after admission to the program. However, the tenant has the right to not discuss their situation with MCHA if they so prefer.

The MCHA has a designated Section 504 coordinator with the non-discrimination requirements contained in the US Department of Housing and Urban Development Fair Housing regulations. If an applicant or participant has questions, or need additional information, he or she may contact any program staff listed on the contact page.

## MCHA CONTACT INFORMATION

Mailing and location Address:  
600 W Walnut Street, Suite #100  
Milwaukee, WI 53212

Fax Number: 414-278-1825

Pooja Dhaliwal- Program Manager  
414-278-4908, [Pooja.Dhaliwal@milwaukeecountywi.gov](mailto:Pooja.Dhaliwal@milwaukeecountywi.gov)

Alba Celedon-Assistant Program Coordinator  
414-278-4778, [Alba.Celedon@milwaukeecountywi.gov](mailto:Alba.Celedon@milwaukeecountywi.gov)

Connie Newson- Housing Intake Specialist  
414-278-2946, [Connie.Newson@milwaukeecountywi.gov](mailto:Connie.Newson@milwaukeecountywi.gov)

### Housing Program Assistants (HPAs)

LaTanya Reid	414-278-5240
Jamila Thomas	414-278-5126
Levillia Tillman	414-278-5243
Lance Pitts	414-278-4903
Elaina Corona	414-278-4996

### Housing Quality Standards Inspector

Pablo Santiago 414-278-4291

### Inspection Scheduling

Katrina Hennings 414-278-4286

SAMPLE

TENANT'S NAME: \_\_\_\_\_

TENANT'S PHONE NUMBER: \_\_\_\_\_

INSPECTION DATE: \_\_/\_\_/\_\_

TENANT NO: \_\_\_\_\_ HPA: \_\_\_\_\_

RECERT MONTH: \_\_ LEASE EXP DATE: \_\_\_\_\_

**MILWAUKEE COUNTY RENT ASSISTANCE PROGRAM  
UNIT INSPECTION REPORT**

Address of Property \_\_ Apt No. BDR's \_\_ Level \_\_\_\_\_

Name of Owner \_\_ Owner's Telephone No. \_\_\_\_\_

owners

Building Type: Condo/ Townhouse/ SFD/ Apt/ Duplex/ Triplex/ Multi Inspect Type: Misc/ NN/ CN/ PV/ PTM/ Reinspection/ ANNUAL Complaint/ Audit

FOR OFFICE USE ONLY	1 <sup>ST</sup> INSPECTION
Approved _____	Disapproved _____
Date Received _____	
Pend EE _____	
FOR OFFICE USE ONLY	REINSPECTION
Approved _____	Disapproved _____
Date Received _____	
FOR OFFICE USE ONLY	3 <sup>RD</sup> REINSPECTION
WITH PRIOR AUTHORIZATION ONLY-	
Approved _____	Disapproved _____
Date Received _____	

NA	OK	NOK	ITEM	OK	NOK	EXPLAIN ALL NOK CHECKS ALSO COMMENT QUALITY
			<b>I. NEIGHBORHOOD AND SITE</b> Commercial/ Residential/ Industrial/ SFD's/ Apts/ Duplexes/ Condos/ Townhouses/ Triplexes/ Other			ACCEPTABLE
			1. Walkways			
			2. Service Stairs (Concrete)			
			3. Front Lawn			
			4. Yard (Available to tenant + - )			
			5. Fences			
			6. Excessive Trash			
			7. Adequate Rubbish Storage			
			8. Rodents and/or Vermin			
			9. Fire Hazards			
			10. Excessive Noise/Abnormal Air Pollution			
			11. Garage/Parking Area			
			12. Other			
			13. Scope Min. Mod. Ext.			
			<b>II. UNIT EXTERIOR</b> Aluminum Siding/ Vinyl Siding/ Slate/ Wood Siding/ Brick Masonry/ Asphalt Stucco			ACCEPTABLE
			1. Porches			
			a. Railings			
			2. Stairs			
			a. Handrails			
			3. Foundation			
			4. Walls			
			5. Trim			
			6. Roof/Chimney			
			7. Gutters			
			8. Downspouts			
			9. Doors			
			10. Windows Comb. Storms/ Wood Frame Storms/ Thermo			
			11. Storms / Screens			
			12. Other			
			13. Scope Min. Mod. Ext.			
			<b>III. UNIT INTERIOR</b> <b>A. LIVING ROOM</b> W/Foyer W/Dinette W/Alcove W/sun room			ACCEPTABLE
			1. Door			
			2. Light Switch			
			3. Overhead Light Fixture			
			4. Outlets (2 w/o OLF)			
			5. Floor (Good / Ave / Fair / Poor) Hrdw / Carpet / Tile/ Linoleum			
			6. Walls (Good / Ave/ Fair / Poor)			
			7. Windows			
			8. Ceiling (Good / Ave / Fair / Poor)			
			9. Other			
			<b>B. DINING ROOM</b>			ACCEPTABLE N/A
			1. Door			
			2. Light Switch			
			3. Overhead Light Fixture			
			4. Outlets (2 w/o OLF)			
			5. Floor (Good / Ave / Fair / Poor) Hrdw / Carpet / Tile/ Linoleum			
			6. Walls (Good / Ave/ Fair / Poor)			
			7. Windows			
			8. Ceiling (Good / Ave / Fair / Poor)			
			9. Other			

NA OK NOK

OK NOK EXPLAIN ALL NOK CHECKS ALSO COMMENT QUALITY





Inside:	Excellent	Very Good	Good	Average	Fair	Poor	N/A
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INTERIOR RATING		QUALITY OF REPAIRS
1 <sup>st</sup> RE	1 <sup>st</sup> RE	1 <sup>st</sup> RE
1. 1. Excellent	A. A. New Construction	1. 1. Excellent
2. 2. Very Good	B. B. Five to twenty years old	2. 2. Very Good
3. 3. Good	C. C. Older Building excellently maintained	3. 3. Good
4. 4. Average	D. D. Substantial rehabilitation	4. 4. Average
5. 5. Fair	E. E. Well maintained	5. 5. Fair
6. 6. Poor	F. F. Some rehabilitation done in past years	6. 6. Poor
7. 7. Unacceptable	G. G. Maintained above average	7. 7. Unacceptable
EXTERIOR RATING	H. H. Maintained average	
	I. I. General cosmetics will improve ratings	
1. 1. Excellent	J. J. Floor plan good, average, fair or poor	
2. 2. Very Good	K. K. Minimum repair effort to just meet standards	
3. 3. Good	L. L. Repairs required to obtain code level	
4. 4. Average	M. M. Major work required	
5. 5. Fair	N. N. Structurally questionable, but livable	
6. 6. Poor	O. O. Too costly to make repairs, and results likely to be marginal	
7. 7. Unacceptable		

SAMPLE

**1. STATEMENT: 1<sup>ST</sup> INSPECTION**

I, \_\_\_\_\_, Owner / Agent / Tenant (circle one), certify that I accompanied the Rent Assistance Program inspector during the inspection of the unit located at \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Date/Time)

X \_\_\_\_\_ (Telephone Number)

**2. STATEMENT: REINSPECTION**

I, \_\_\_\_\_, Owner / Agent / Tenant (circle one), certify that I accompanied the Rent Assistance Program inspector during the inspection of the unit located at \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Date/Time)

X \_\_\_\_\_ (Telephone Number)

**3. INSPECTOR'S STATEMENT:**

I, hereby certify that I have inspected the dwelling unit and structure located at \_\_\_\_\_ and that this dwelling unit and structure complies with the housing quality standards of the Federal Government and local ordinance as delineated in this Milwaukee County Rent Assistance Program Dwelling Unit Checklist.

**1<sup>ST</sup> INSPECTION**

**REINSPECTION**

Complies / Does Not Comply / Complies Pending EE

Complies / Does Not Comply / Complies Pending EE

(Circle One)

**1<sup>ST</sup> INSPECTION**

**REINSPECTION**

\_\_\_\_\_  
 (Signature of Rent Assistance Inspector)

\_\_\_\_\_  
 (Signature of Rent Assistance Inspector)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

TENANT NAME: TENANT ADDRESS: ,



COMPARABLE ADDRESS: \_\_\_\_\_ A: \_\_\_\_\_ B: \_\_\_\_\_

SAMPLE

CONSIDERATIONS	DATA	DATA	- ADJUSTMENTS +	DATA	- ADJUSTMENTS +
UNIT TYPE: Condo, Townhouse, SFD, Apt, Duplex, Triplex, 4 Family/Multi					
YEAR BUILT (EST.)					
SQ. FT. AREA (EST.)					
NUMBER OF ROOMS					
NUMBER OF BATHS					
NUMBER OF BEDROOMS					
BALCONY - TERRACE - PATIO					
GARAGE - PARKING SPACE					
A/C: CENTRAL - WINDOW UNIT					
RANGE - OVER - MICROWAVE					
REFRIGERATOR					
DISPOSAL					
VENT FAN (KITCHEN)					
DISHWASHER					
CARPET: OLD - NEW					
DRAPES - CURTAINS: OLD - NEW					
BLINDS - RODS - SHADES					
RECREATION: INDOOR - OUTDOOR					
HEAT TYPE: GAS - OIL - ELECTRIC					
COOK FUEL: GAS - ELECTRIC					
ELECTRICITY					
HOT WATER: GAS - ELECTRIC					
COLD WATER: SEWER					
BASEMENT					
STORAGE AREA - ATTIC					
ELEVATOR: YES - NO					
OCCUPANCY: YEARS - MONTHS					
RENT FROM RELATIVE: YES - NO					
VACANT OR OCCUPIED AT RE-INSPECTION					
UNIT RENT (PER MONTH)					
ADJUSTMENTS					
TOTAL ADJUSTMENTS					
COMPARABLE FINAL ADJUSTED RENT					

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

No Rent Reasonable test needed, Rent same as previous year, refer to last year's file for rent reasonableness test.

REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT'S NAME:

INSPECTION DATE:

TENANT NO: \_\_\_\_\_ HPA:

RECERT MONTH:

RENT REASONABLENESS NARRATIVE

WITHIN RANGE AND BELOW FAIR MARKET RENT

Similar units in the area rent for \$ \_\_\_\_\_ to \$ \_\_\_\_\_. Subject's rent (is) (is not) within the range. Gross rent of \$ \_\_\_\_\_ (does) (does not) exceed Fair Market Rent of \$ \_\_\_\_\_. Unit was rated as \_\_\_\_\_ which is (an improvement) (the same) (a decline) (first year) from previous rating. Unit has had \_\_\_\_\_ complaint inspections, which indicates that property management is (adequate) (inadequate). Subject's rent, which represents a \_\_\_\_\_% (increase) (decrease) (first year) is reasonable.

SAMPLES

# MILWAUKEE COUNTY HOUSING CHOICE VOUCHER PROGRAM

## DWELLING UNIT CHECK LIST

(To be completed and signed by Tenant and Owner/Agent)

SAMPLE

Tenant Name \_\_\_\_\_ Unit Address \_\_\_\_\_

Tenant Address \_\_\_\_\_ Apartment Number \_\_\_\_\_

Exterior Items (check if present):  Mail Box  Lawn Tools  Garbage Cans  Address Plate  Exit Light Fixtures

ACCEPTABLE · MISSING · REPAIR PLEASE MARK EACH ITEM ACCORDINGLY USING "A" OR "R" OR "M"	Living Room	Dining Room	Kitchen	Bathroom	2nd or 1/2 Bath	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Basement	COMMENTS
ADEQUATE HEAT - GAS, OIL, ELECTRIC (circle one)											
WALLS											
CEILING											
FLOOR - CARPET, TILE, HARDWOOD (circle one)											
DOORS (including hardware and glass)											
WINDOWS (including storms, screens & locks)											
CURTAIN/DRAPERY RODS											
SHADES/BLINDS											
OUTLETS (2 per room; or overhead & 1 outlet)											
LIGHT FIXTURES											
LIGHT BULBS											
CLOSETS											
CABINETS											
COUNTER TOPS											
VENT FAN											
TOILET											
WASH BASIN/SINK											
SHOWER OR TUB											
TOWEL AND PAPER HOLDER											
PROPER STORAGE AREA											
FOOD PREPARATION AREA											
HOT AND COLD RUNNING WATER											
PROPERLY WORKING DRAIN SYSTEM											
SMOKE DETECTOR ON ALL LEVELS	<input type="checkbox"/> YES <input type="checkbox"/> NO										
SAFE STAIRWAYS (handrails for 3 or more steps)	<input type="checkbox"/> YES <input type="checkbox"/> NO										
INFESTATION (mice, rats, roaches; list)	<input type="checkbox"/> YES <input type="checkbox"/> NO										
OTHER INTERIOR/EXTERIOR REPAIRS (use reverse, if necessary)	<input type="checkbox"/> YES <input type="checkbox"/> NO										

Is stove furnished by the Owner?  Yes  No  
 Is refrigerator furnished by the Owner?  Yes  No

Do you have your own?  Yes  No  
 Do you have your own?  Yes  No

*The unit located at the above address has been checked by both the owner/manager and tenant, and found in condition as noted.*

Owner or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

rentchecklist  
rev. 04/14/00

Previous editions are obsolete





SAMPLE

Voucher  
Housing Choice Voucher Program

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

OMB No. 2577-0169  
(Exp. 04/30/2018)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). 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.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. 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. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size 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. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (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)
---------------------------------	--------------------------

I. 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 determining 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 approvable 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 a 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 (on 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.

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 provisions 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 determines 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 determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - 3. Supply any information requested by 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, adoption, 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, 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 this 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.





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

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

SAMPLE

2. Tenant

SAMPLE  
(ACTUAL CONTRACTS WILL SPECIFICALLY  
INDICATE THE UNIT ADDRESS, TENANT NAME,  
HOUSEHOLD MEMBERS, LEASE TERM, RENT  
AMOUNTS, AND UTILITY RESPONSIBILITIES)

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

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

Signatures:  
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

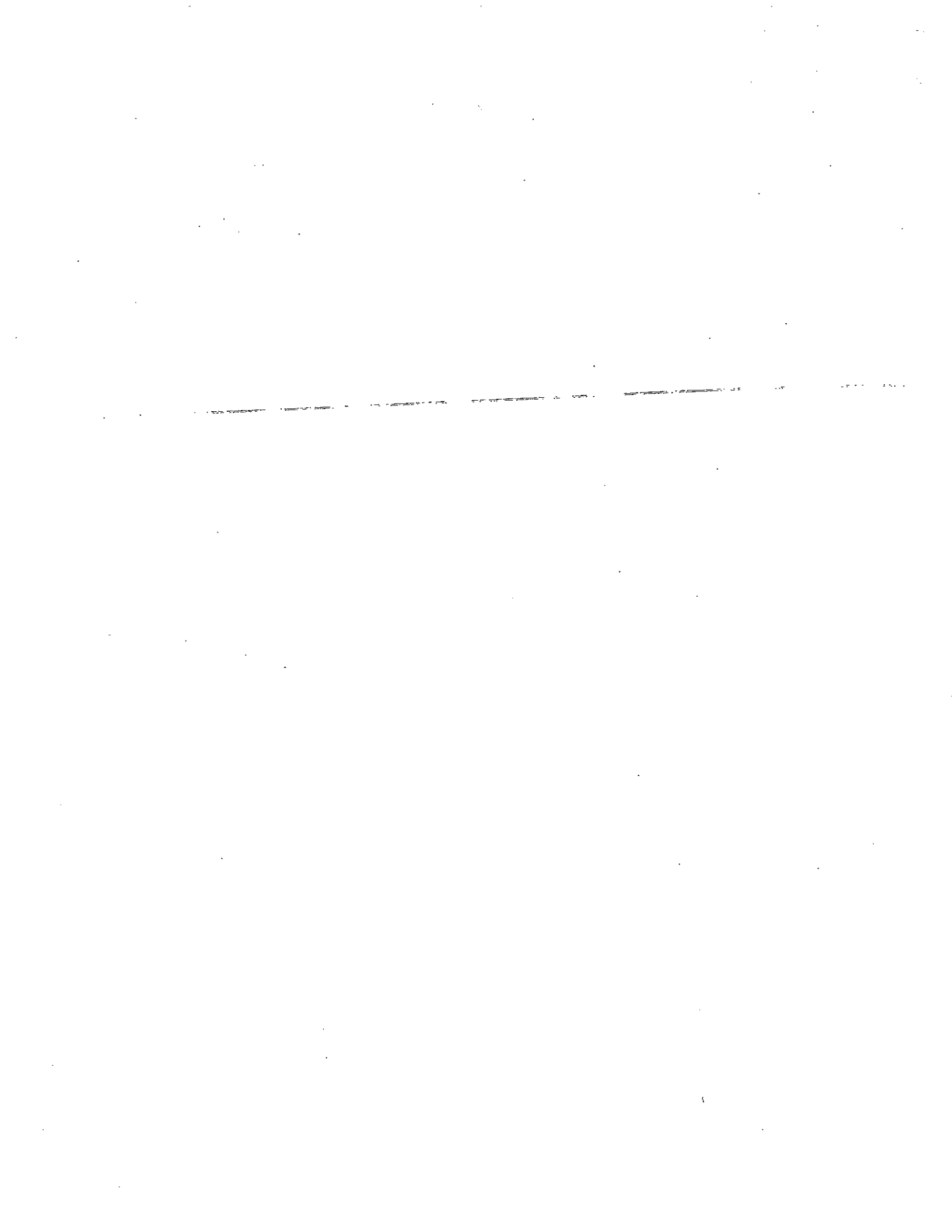
Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)



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  
OMB Approval 2577-0169 (Exp. 04/30/2018)

## 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 meet 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;

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).

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 equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP 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.

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 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.

the Fair Housing Act or other Federal equal opportunity requirements.

- 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

- 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.

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. This provision will sunset on December 31, 2012 unless extended by law.

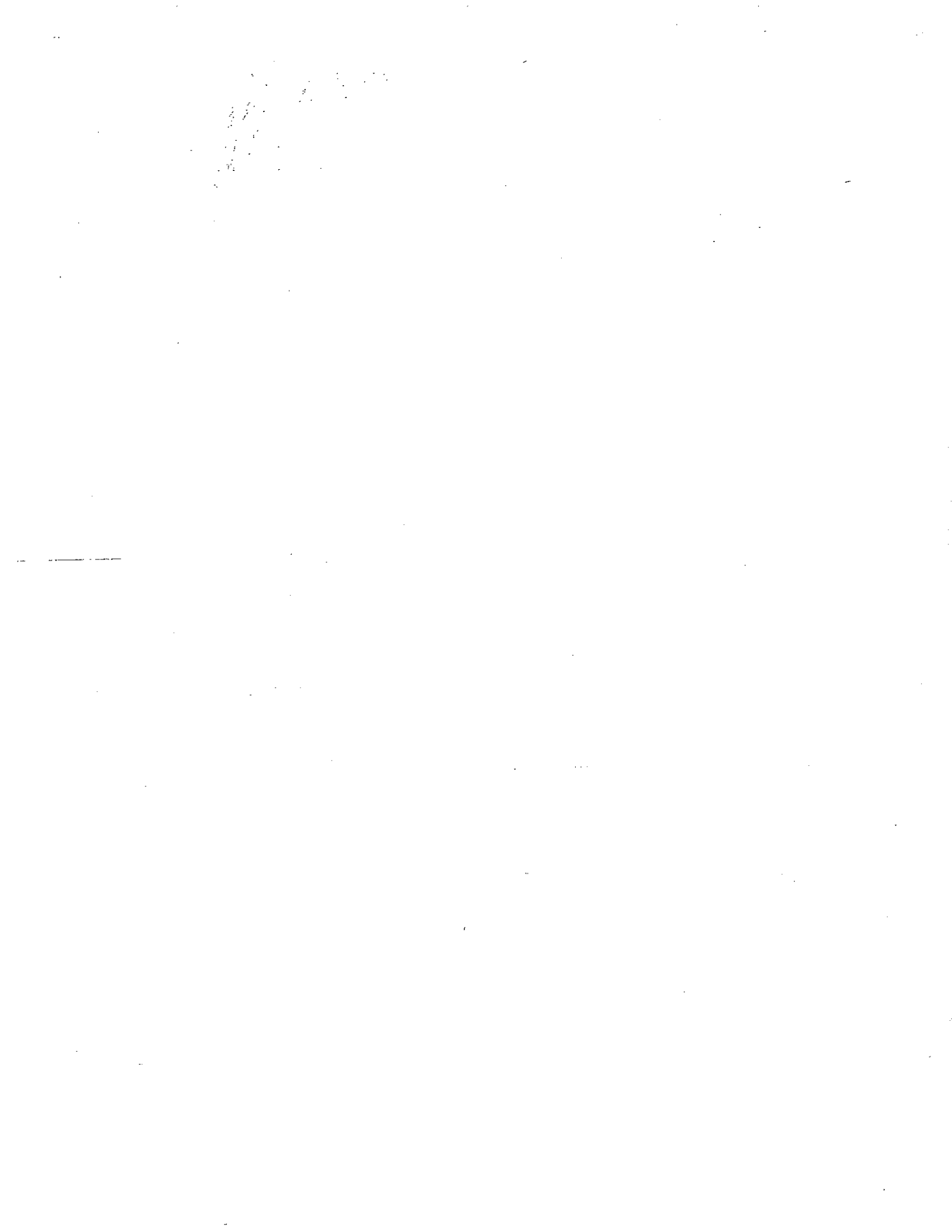


SAMPLE

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.
- 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.



SAMPLE

Housing Assistance Payments Contract U.S. Department of Housing  
(HAP Contract) and Urban Development  
Section 8 Tenant-Based Assistance Office of Public and Indian Housing  
Housing Choice Voucher Program

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).
  - (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
  - (6) 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

SAMPLE

provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

c. Protections for Victims of Abuse.

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

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

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

17. Definitions

- Contract unit. The housing unit rented by the tenant with assistance under the program.
Family. The persons who may reside in the unit with assistance under the program.
HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.
Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)
Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.
HUD. The U.S. Department of Housing and Urban Development. HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.
PHA. Public Housing Agency.
Premises. The building or complex in which the contract unit is located, including common areas and grounds.
Program. The Section 8 housing choice voucher program.
Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.
Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).
Tenant. The family member (or members) who leases the unit from the owner.
Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

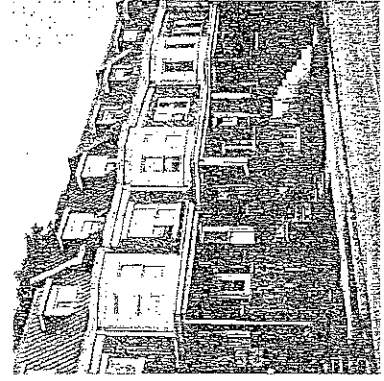
16. Notices



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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?

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:

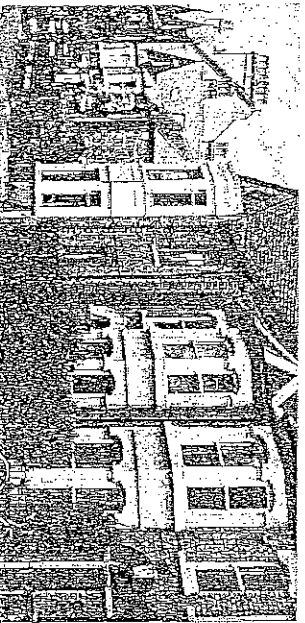
- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

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 and 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).



## 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).



## Consumer Product Safety Commission (CPSC)

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

### CPSC

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

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

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

### HUD

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

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
September 2013

## 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](http://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 remodelling.
- 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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- 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.

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

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

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

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

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

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

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, D.C., West Virginia)

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

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

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

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

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

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

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

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

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

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

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

**Region 9** (Arizona, California, Hawaii, Nevada)

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

**Region 10** (Alaska, Idaho, Oregon, Washington)

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

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](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/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](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 **1-800-877-6339**.

## Health Effects of Lead

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

### In children, exposure to lead can cause:

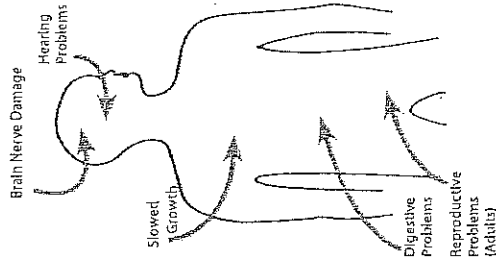
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

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

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

### In adults, exposure to lead can cause:

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



## Check Your Family for Lead

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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.

## Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **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.

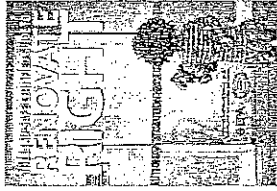
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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans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

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

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

- 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 and
  - 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*.

## Where Lead-Based Paint Is Found

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](http://epa.gov/lead).

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

- 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:

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

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

- 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.

## Reducing Lead Hazards, continued

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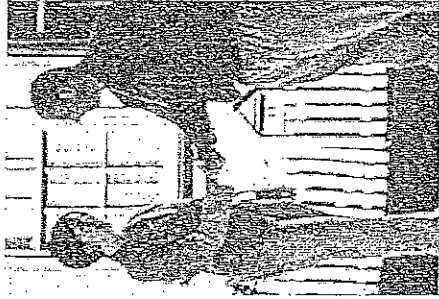
If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

## Reducing Lead Hazards

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



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

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

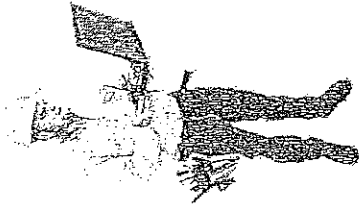
- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment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

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

## Checking Your Home for Lead

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

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:



- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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

## Checking Your Home for Lead, continued

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

## 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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

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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 1-800-877-8399.



- If mounted on the ceiling, then at least 4 inches from a wall.
  - If mounted on a wall, then between 4 to maximum 12 inches from the ceiling. (There is usually a dead air space where the ceiling and wall meet.)
  - Mounting within 3 feet of the highest part of any peaked or sloped ceiling.
  - At least 3 feet away from any window, door, air conditioner or heat vent where drafts could prevent smoke from reaching the alarm.
  - Do not install alarms in areas of temperature extremes, excess humidity or heavy dust, such as in bathrooms, unheated garages or closed attics.
- Annual testing of smoke alarms is now required!**
- If you have battery operated smoke alarms, they are required to be tested in accordance with sect. 214-23 of City of Milwaukee Code of Ordinances Vol. II. This section of the code requires the owner to test the function of the alarm in accordance with the manufacturer's requirements. This must be done once a calendar year. This testing requirement affects all residential uses that have battery operated smoke alarms including one and two family dwellings. The owner can assign this task to an agent on his behalf but the owner is responsible to ensure that it is done and is responsible to produce a report.

This report needs to include:

1. Property Owner's name.
2. Address of property where testing was performed.
3. Date on which the testing was performed.

4. Number of alarms that were tested.
5. Outcome of each test – functioned properly or failed to respond.
6. List of which alarms failed and how they will be or were repaired with time frame.
7. The name, phone number and property relationship of the person who performed the test.

**What maintenance is required?**

Proper maintenance will help your alarm protect you. Be sure to:

- Change batteries at least once a year or more often if the low battery warning activates. Follow manufacturer's specifications for brand and battery type. Not ALL 9 volt batteries fit in ALL smoke alarms. Look for battery brand and type inside or on the bottom of the alarm.
- Gently vacuum off any dust on the cover at least once a month using your soft brush attachment.
- Never use water, cleaners or solvents since they may damage the unit.
- If you've lost the smoke alarm instructions, there may be some basic information, including the manufacturer's address, on the alarm itself. You may also be able to locate the manufacturer on the Internet where they may provide maintenance instructions.

**Is there anything else?**

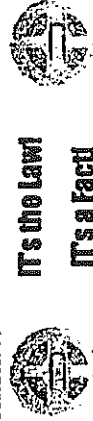
Landlords should inform tenants in writing of the smoke alarm maintenance requirements. Tenants are responsible for maintaining the smoke alarms in their dwelling units. Landlords are responsible for maintaining smoke alarms in all public areas.

Tenants are responsible for informing their landlords in writing of any smoke alarm problems in their apartment. The landlord has five days from receipt of the notice to correct the problem. If a landlord has a problem with a tenant or vice versa regarding these requirements, call Department of Neighborhood Services at 286-2268 to make a complaint.

It is recommended that you replace batteries on a set date each year, such as your birthday, lease renewal date or daylight savings time and then mark the battery with its installation date. It is recommended that tamper-resistant alarms, or preferably, house current powered alarms be installed if there is a problem with battery removal or disconnection.

It's still up to you to have an adequate escape plan. You should have at least two ways to escape from a fire and an outside meeting location for everyone in the household, then contact the fire department. Also, smoke alarms are not a replacement for fire prevention. Look at your property for sources of fires and eliminate or reduce them.

So check it tonight! Your home's smoke alarm and those in any rental properties need to work in order to protect life and property. And besides...



**It's the Law!**

**It's a Fact!**

**Smoke Alarms Save Lives!**



*provided by the*  
 Department of  
 Neighborhood Services  
 841 N. Broadway Rm 104  
 Milwaukee WI 53202  
 (414) 286-3441  
[www.milwaukee.gov/dna](http://www.milwaukee.gov/dna)



**SMOKE  
ALARMS**

**NOW**

**YOU**

**NEED**

**MORE**

**THAN**

**JUST**

**ONE!**

**IN WISCONSIN  
IT'S THE LAW**



Wisconsin law requires every home and residential building to be protected by smoke alarms. Owners must install and maintain all smoke alarms in the common areas of the building. Tenants are required to maintain any smoke alarm in their unit and must inform the owner of any smoke alarm problems. Additional smoke alarm requirements may apply to group homes, rooming houses, and the residential area of mixed-use buildings. For more details, call the Department of Neighborhood Services.

**Why are smoke alarms necessary?**

Fire departments responded to 1.6 million fires in the United States in 2003. While tornadoes average 70 deaths a year, fires killed over 3,900 people in 2003, most of them in the home. Seventy percent of all home fire fatalities occur in homes where there are no smoke alarms or no working smoke alarms, a report from the National Fire Protection Association (NFPA) has found. Despite a drastic rise in home smoke alarm use over the last 25 years, nearly one-quarter of the home smoke alarms in reported fires are not working.

**What kind of smoke alarms are required?**

All smoke alarms shall be approved by Underwriters Laboratories (UL). Ionization or photo-electric types will detect smoke. (Heat detectors, which respond slower, may only be used in addition to smoke alarms.) For multi-family housing (3 or more living units) and all one and two family dwellings built prior to January 1, 1983, the smoke alarms may be self-contained battery-operated smoke alarms.

**New "HUSH" type required if near cooking device**

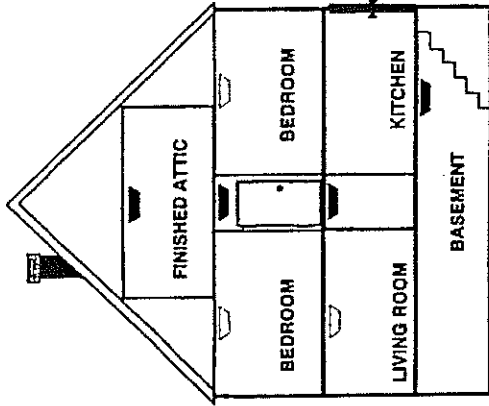
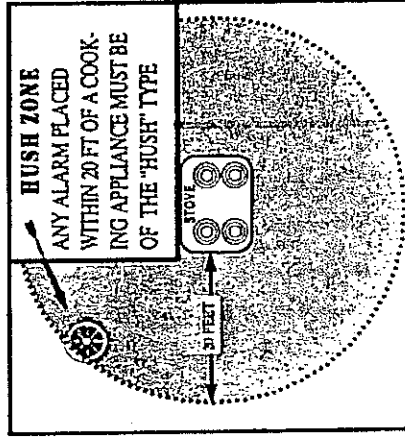
By September 21, 2005, every owner shall be required to ensure that any *smoke alarm* located *within 20 feet* of the primary cooking appliance within each dwelling unit has a silencing switch (hush button).

In newer (built after 1/1/83) multi-family and one/two family dwellings, smoke alarms must be permanently wired to an unswitched electrical circuit and interconnected with an alarm or with the fire alarm system if one is present.

**What is a battery operated smoke alarm with a silencing switch (hush button)?**

Standard battery operated alarm devices typically incorporate the detector, the control equipment, and the alarm-sounding device in one unit operated from a power supply within the unit (battery). The silencing switch feature allows a user to cancel the alarm sound for a period of 7 to 15 minutes depending on the type of unit. This is done by pushing the silencing switch on the device. The intent is to discourage users from disconnecting the battery when a false alarm is sounded due to smoke from cooking.

**How many and where must smoke**



**Required Detectors**  
Recommended Detectors  
Bedroom doors should be closed with a detector in each bedroom for best protection.

**alarms be installed?**

FOR ONE AND TWO FAMILY HOMES, the owner must install at least one smoke alarm in the basement of the dwelling unit and on each floor level except an unfinished attic or storage area and not in the kitchen.

If the floor level contains a sleeping area, the alarm *shall be installed within 6 feet of the sleeping area*. If the alarm is within 20 feet of the primary cooking appliance, by September 21, 2005, this alarm must have a silencing switch (hush button) feature.

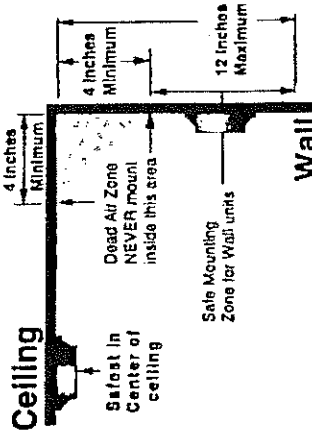
The 20 foot rule applies to the travel path to any open corridor. It ends when separated by a door or a wall. (See diagram.)

**FOR APARTMENTS AND MULTI-FAMILY HOMES, the owner must install at least one alarm:**

- In the basement
- At the head of every stairway on each floor level in the building.
- Either in each sleeping area of each unit or elsewhere in the unit within 6 feet of each sleeping area. If the unit contains 2 or more separate sleeping areas, each sleeping area shall be provided with a smoke alarm.
- Not in the kitchen
- If the alarm is *within 20 feet of the primary cooking appliance*, by September 21, 2005, this alarm must have a silencing switch (hush button) feature.

**How should they be installed?**

- They should be installed per the manufacturer's instructions. Typical requirements for alarms include:
  - Mounting on the bottom of exposed basement ceiling joists.





Carbon monoxide poisoning endangers lives.

Local municipal building officials are the best source of information concerning carbon monoxide alarms in new construction.



In the future, fire department inspectors will be checking the installation of CO alarms during annual fire safety inspections.

The Department of Commerce is an equal opportunity service provider and employer. If you need assistance to access services or need material in an alternate format, please contact the department at 608-266-3151 or TDD Relay dial 711 in Wisconsin, 800 947-3529 outside.

### Statutory Installation Requirements in 2007 Wisconsin Act 205

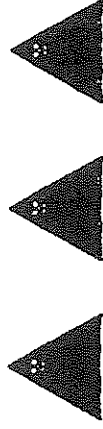
(2) INSTALLATION REQUIREMENTS. (a) Except as provided in par. (b), the owner of a residential building shall install a carbon monoxide detector in all of the following places not later than the date specified under par. (c):

1. In the basement of the building if the basement has a fuel-burning appliance.
  2. Within 15 feet of each sleeping area of a unit that has a fuel-burning appliance.
  3. Within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance.
  4. In each room that has a fuel-burning appliance and that is not used as a sleeping area. A carbon monoxide detector shall be installed under this subdivision not more than 75 feet from the fuel-burning appliance.
  5. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit, except that, if there is no electrical outlet within this distance, the owner shall place the carbon monoxide detector at the closest available electrical outlet in the hallway.
- (b) If a unit is not part of a multiunit building, the owner of the residential building need not install more than one carbon monoxide detector in the unit.

Find this carbon monoxide brochure online: <http://commerce.wi.gov/SB/SB-PubCarbMonoBroch209.pdf>

S&B also has a "Making Wisconsin Nights Safer" smoke detector brochure online: <http://commerce.wi.gov/SBdocs/SB-SmokeAlarmBroch8282.pdf>

# Carbon monoxide alarms must be installed in most new commercial - residential construction in Wisconsin as of October 1, 2008,



## and in most existing commercial - residential buildings by 2010

Beginning October 1, 2008, carbon monoxide (CO) alarms must be installed in new Wisconsin construction of "commercial" residential buildings which have fuel-burning appliances.

Most one- and two-family dwellings are not included in the regulations, although installing CO alarms in those homes is a good idea.

\*The residential types included in the new regulations are tourist rooming houses (cabins), bed and breakfast establishments, and any public building used for sleeping or lodging, such as hotels, motels, condominiums, apartment buildings, dormitories, fraternities, sororities, convents, seminaries, jails, prisons, home shelters, and community-based residential facilities. Hospitals and nursing homes are not included.

<http://commerce.wi.gov/SB/SB-PubCarbMonoBroch209.pdf>

Safety and Buildings Division  
[commerce.wi.gov](http://commerce.wi.gov)



SFD-1042 (R.2.09)

## Carbon monoxide is dangerous!

Carbon monoxide (CO) is a colorless, odorless gas produced by incompletely burning fuel containing carbon. Carbon monoxide poisoning can cause brain damage and death. You can't see it, smell it, or taste it, but carbon monoxide can kill. CO can be formed, for example, by open flames, or fuel-burning space heaters, water heaters, furnaces, boilers, and clothes dryers.

- Carbon monoxide is the leading cause of accidental poisoning deaths in the United States. The federal Centers for Disease Control estimates CO poisoning annually claims nearly 500 lives, and causes more than 15,000 visits to hospital emergency rooms.

- Carbon monoxide is produced by common household fuel-burning appliances. When not properly vented, carbon monoxide from these appliances can build up in a room or building, displacing oxygen.

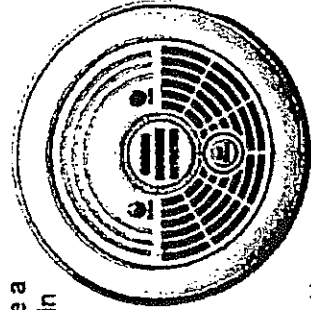
- Early symptoms of carbon monoxide poisoning such as headaches, nausea, and fatigue, are often mistaken for something other than CO because the deadly gas goes undetected as it builds up in a building. Prolonged exposure can lead to brain damage and death.

## What is a carbon monoxide alarm?

A carbon monoxide alarm is a device that will detect the presence of carbon monoxide (CO) and create a noise which gives people in the area a chance to safely leave the building.

CO alarms by themselves are not smoke detectors and vice versa. However, there are combination smoker/CO alarms. CO

alarms are usually plugged into a wall electrical outlet or wired directly into a building's electrical system.



# What are the new requirements in Wisconsin for carbon monoxide alarms?

The new regulations were issued as emergency rules by the state Department of Commerce, Safety and Buildings Division, as required by April 2008 legislation titled "2007 Wisconsin Act 205."

See the emergency rules for current technical aspects of alarm locations, etc. <http://commerce.wi.gov/SBdocs/SB-CodeDev2162Emerg0908.pdf>

**Requirements for new tourist rooming houses** (cabins under the scope of Wisconsin's Uniform Dwelling Code, Comm 21.095) as of October 1, 2008:

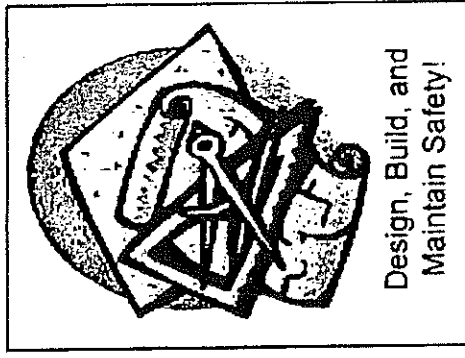
- Installation of carbon monoxide alarms where any type of fuel burning appliances are installed.
- The carbon monoxide alarms must be continuously powered by the building's electrical service with battery backup.

**Requirements for new commercial - residential buildings as of October 1, 2008** (Commercial Building Code, Comm 62.1200):

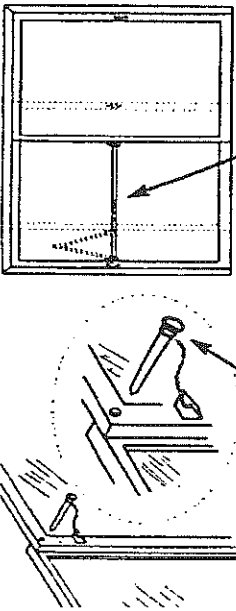
- Installation of carbon monoxide alarms where any type of fuel burning appliances are installed.
- The carbon monoxide alarms must be continuously powered by the building's electrical service with battery backup.

**Requirements for commercial - residential buildings existing on October 1, 2008, or receiving plan approval prior to October 1, 2008** (Act 205 itself, not the emergency rules, puts in place these requirements for existing tourist rooming houses):

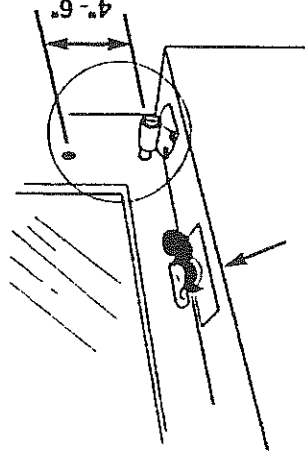
- Installation of carbon monoxide alarms by April 1, 2010.
- No mandatory type of power sources for the carbon monoxide alarms, thereby allowing batteries, electrical outlet plug-ins, or wiring directly to the building's electrical service.
- Omission of carbon monoxide alarms is allowed provided there are no attached garages and all of the fuel burning appliances are of sealed combustion type either under warranty or annually inspected for carbon monoxide emissions.



Design, Build, and Maintain Safety!



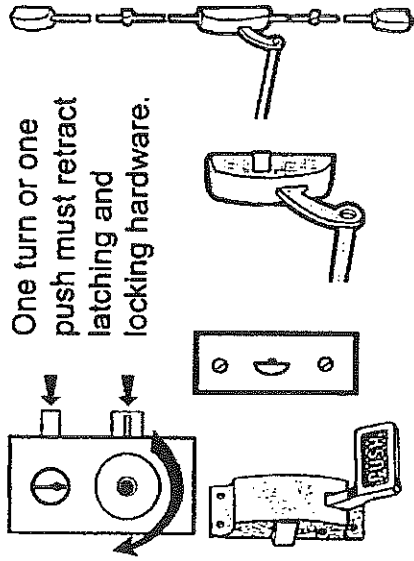
6. Sliding doors must be pinned where they overlap with at least a 3/16" diameter pin or have at least a 1" diameter bar between the sliding portion of the door and the frame which prevents the sliding portion from moving. A 1" broom handle laid in the track is a popular and inexpensive item to use here.



Window latch is NOT enough. You must have other protection.

7. Occupants should be able to latch windows closed and to also allow airing without the risk of intruders quietly sliding the window further open. Wood double hung windows must have a latch or lock which prevents the window from being opened from the outside and a device which will allow the window to be fixed in an open position of not less than 4" nor more than 6". The device should be moveable to allow the window to be opened from the inside. Latches on storm windows or screens do not meet the requirements. Window pins or nails through the sash will work. Also surface-mounted sliding tabs may be used if aesthetics are an issue.

Security screens or bars which may only be removed from inside the building satisfy the requirements.



One turn or one push must retract latching and locking hardware.

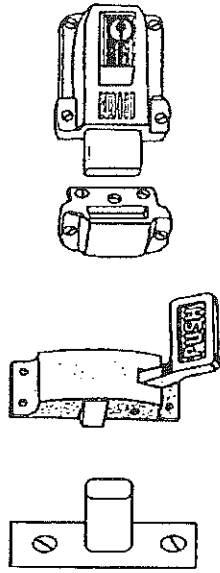
### Special Requirements for Common Exit Doors & Multi-Units

In the event of a fire at an apartment or multi-unit residence, many people must exit through common doors. These doors may not be keyed from the inside and must be able to be opened with a single motion. Unlike the deadbolts required on all the doors of individual units, the common exiting doors, unless exempt as stated earlier, should have a single knob or handle that retracts the deadbolt and opens the door in a single motion, or a lock with a dead latch, or be protected by a tamper resistant plate. Push bar doors, paddle bars, top and bottom retracting push bars set in steel frames may meet this requirement.

### Maintenance for Owners/Tenants

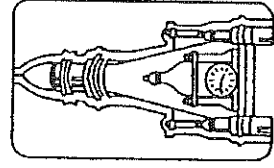
1. Owners are responsible for maintaining permanently attached devices such as locks, latches and deadbolts and strikes.
2. Tenants are responsible for maintaining devices such as window pins or bars in tracks on sliding doors which are not permanently attached.
3. Tenants must notify owners in writing if a security device is defective and the owner shall make the necessary repairs within 10 days.
4. If an owner fails to make repairs after being ordered to do so by the Dept. of Neighborhood Services (DNS), the City can make the repairs and charge the owner.

# Security...



## ANSWERS FOR BUILDING OWNERS, LANDLORDS AND TENANTS

An ordinance designed to delay and deter criminal activity while preserving a person's ability to make a safe emergency escape.



City of Milwaukee Department of Neighborhood Services

841 N. Broadway  
Milwaukee, WI 53202  
286-2268



## WHO NEEDS DEADBOLTS?

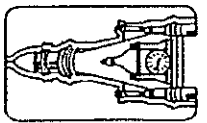
A secure building provides protection from intruders. That is an immediate benefit for tenants, and tenant stability is a long-term benefit for landlords. At the same time, there must be requirements for a speedy exit in the event of an emergency. That is why the City of Milwaukee has set door and window security requirements for rental residential buildings.

## WHAT NEEDS TO BE SECURE

Criminals seek a convenient way to enter and exit buildings. Prime targets are sliding or swinging exterior doors and wood double-hung windows. When these openings are accessible by stairs or permanently affixed ladders or when they are within 10 feet of the ground they must be protected by security devices. These are required on main doors, not storms and screens. Doors between dwelling units and doors into a public corridor are also covered by the ordinance.

Police records indicate many break-ins occur by burglars climbing up to second floor porches. For better security, a prudent person will secure these doors or windows as well, even though they are not within 10 feet of the ground.

Different requirements apply to different buildings depending on when the building was built. Buildings built after June 24, 1989 meet a higher security level than those listed in this brochure. You can obtain a copy of these requirements from the Development Center at 286-8211. This brochure focuses on new elements of the law that affect buildings built before June 24, 1989. These requirements became effective in September 1991.

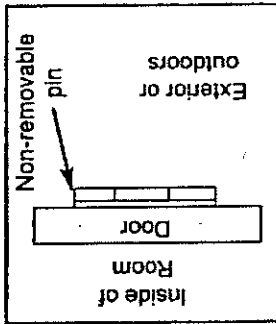
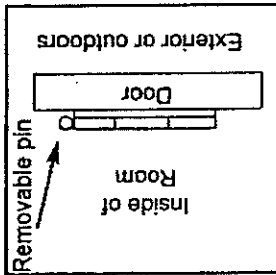


First contact your landlord if you have a lock problem. If there is no response, then contact the Dept. of Neighborhood Services at 286-2268.

## EXCLUSIONS

Owner occupied single family residences and owner occupied units in other residential buildings built before June 24, 1989, are excluded from these security requirements. Storm and screen doors which are not the primary door are excluded. Also excluded are exterior entrance doors which are monitored on a 24-hour basis by a security guard or are controlled from the dwelling unit and are connected by voice or signal communication, and entrance doors to hallways less than 25 ft. long which do not connect with any other unsecured hallways or basements. Entrances monitored by television may be exempted if the lock is protected from being jimmied, or has an electronically controlled latch.

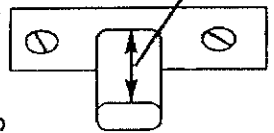
## Specific Requirements For Buildings constructed before June 24, 1989



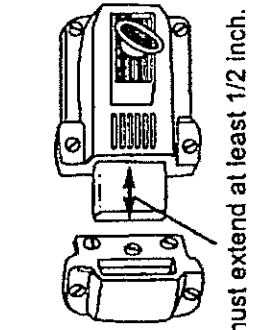
1. Hinge pins on the exterior of the door must be non-removable or only removable with special tools.

2. Doors to individual units must have a deadbolt mounted within or upon the door with at least a 1/2 inch bolt or a surface mounted vertical bolt. At least one door must have a deadbolt which can be opened with a key from the outside of the door.

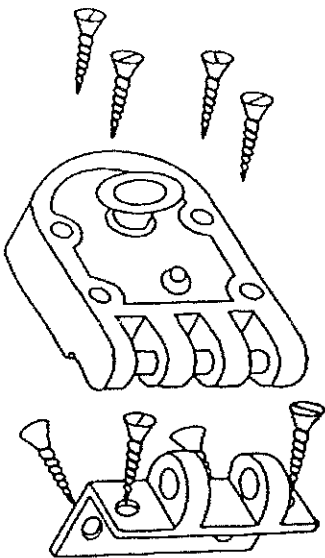
### Regular Bolt



### Surface Mounted Bolt

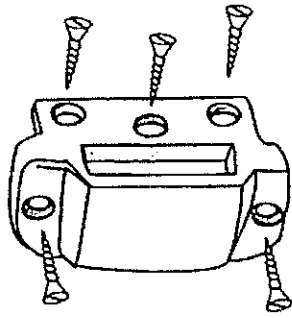


Bolt must extend at least 1/2 inch.



### Surface Mount Vertical Deadbolt

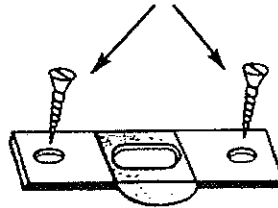
3. Strikes for surface mounted locks must be attached to TWO sides of the frame and must be installed with screws through the face of the jamb.



Screws through two sides of jamb

4. Strikes for deadbolts inside of doors must be fastened with at least two screws.

5. All door frames must be wood or metal.



Two screws must go through strike plate and into the jamb..

(Continued on back side)

**DANGER:** It is not advisable to have locks keyed on the inside. In the event of a fire, searching for a key may prevent a quick escape.