



## Greene Metropolitan Housing Authority

538 N. Detroit Street, Xenia, OH 45385

Xenia: 937-376-2908, Fairborn: 937-429-7736

General Fax: 937-376-2487, Public Housing Fax: 937-347-1235, Section 8 Fax: 937-347-1230

Website: [www.gmha.net](http://www.gmha.net)



Dear Prospective Landlord:

Thank you for your interest in participating in the Housing Choice Voucher program. This program is designed to provide housing assistance to moderate income households of our community. It is GMHA's commitment to serve our clients and to ensure that every tenant in the community has the opportunity to live in a decent home, within a safe environment.

The Housing Choice Voucher program is also designed to fill the gap between what a family can afford to pay in rent and the actual rent amount. The success of the Program depends on GMHA being able to contract with landlords who have decent, safe, sanitary, and affordable homes.

**We require all landlords to have an active e-mail address as we do all communication through e-mail. We also ask that landlords sign up for our Landlord Portal at [www.gmha.net](http://www.gmha.net).**

We look forward to working with you in your endeavor in providing decent, safe, and sanitary housing for clients served by GMHA.

If you have any questions concerning this program after reviewing this landlord packet please do not hesitate to contact the GMHA offices at 937-352-0273.

Sincerely,

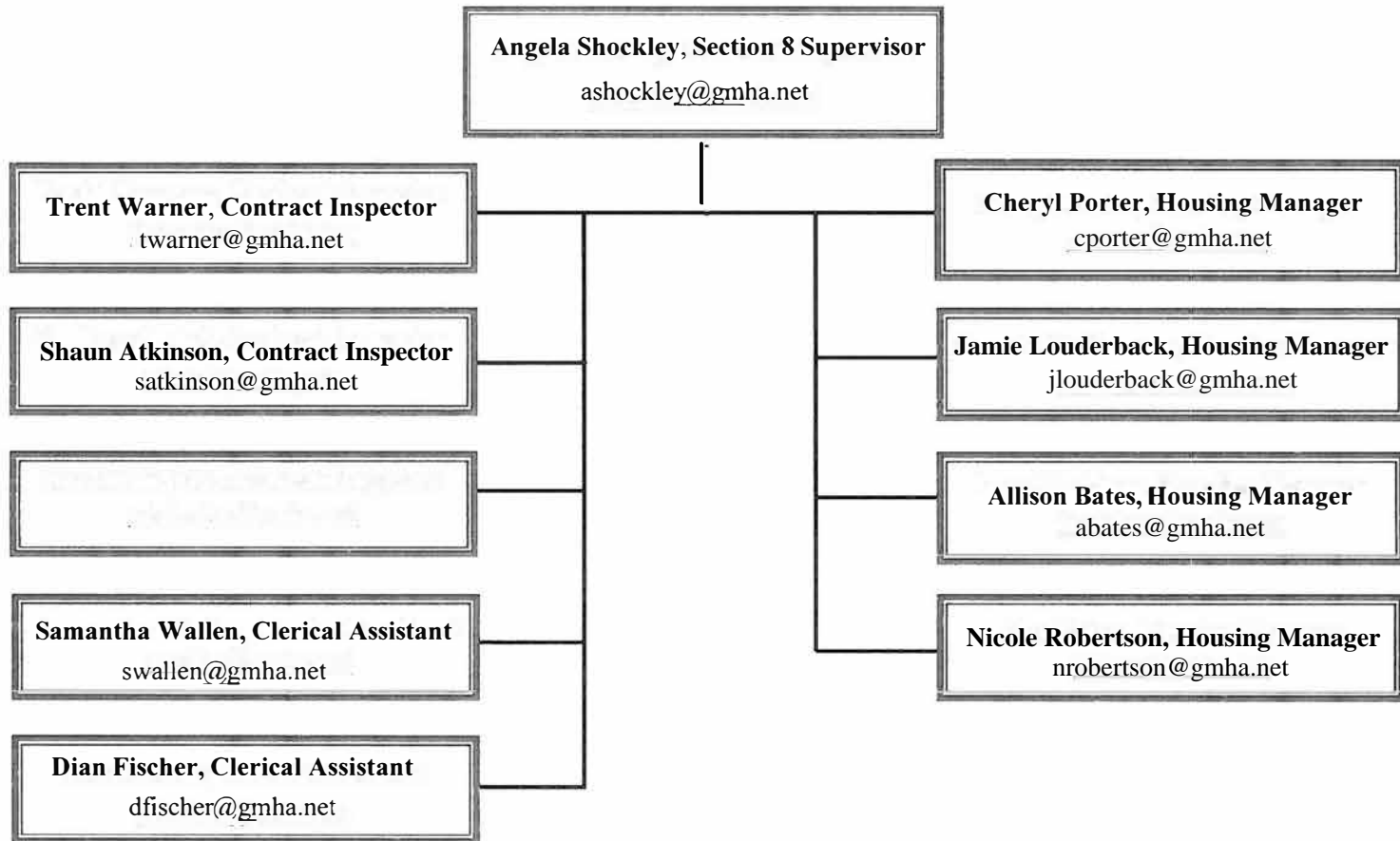
Angela Shockley  
Section 8  
Supervisor  
Greene Metropolitan Housing Authority

# GREENE METROPOLITAN HOUSING AUTHORITY

## Section 8 Department

538 North Detroit Street  
Xenia, OH 45385

Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday  
(937) 376-2908



# Greene Metropolitan Housing Authority Choice Voucher Program Guidelines

*Greene Metropolitan Housing Authority is committed to providing quality, affordable housing and services in an efficient and creative manner.*

## **Fair Housing Policy**

- It is the policy of GMHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment. GMHA shall not deny any family or individual the opportunity to apply for or receive assistance under the HCVP on the basis of race, color, sex, religion, creed, national origin, ancestry, ethnicity, age, familial status, handicap, or disability.

## **Owner Outreach**

- GMHA encourages owners of decent, safe, and sanitary housing units to lease to HCVP families. The receptionist maintains a list of units referred by landlords who have available rental units.
- Prospective owners who are interested in providing decent, safe, and sanitary housing can contact the receptionist at (937)376-2908 to advertise their available units for rent.

## **Owner Screening Tenants**

- Owners are encouraged to conduct screening of each applicant. Owners should develop and use a screening procedure for every prospective tenant. Screening procedures should be consistent for applicants receiving rental subsidy or open market.
- Factors that may be considered when screening tenants:
  - Payment of rent and utility bills
  - Caring for a leased unit
  - Previous criminal history

## **Requesting Information on a Prospective Tenant**

- Owners proposing to participate in the HCVP can contact GMHA to request information regarding a voucher holder. GMHA can only furnish the family's current address as shown on record and the name and address, if known, of the landlord at the family's current and prior address. GMHA cannot provide a prospective landlord any other information about a voucher holder.
- Exceptions to this requirement will be made if the family's whereabouts need to be protected due to domestic violence or a witness protection program.

## Unit Eligibility

- A HCVP recipient locates a unit and a willing landlord who will provide affordable housing. The voucher holder will furnish to the owner the Landlord Packet which the “Request for Tenancy Approval” (RFTA form is attached to the end of this packet). The RFTA will supply information regarding the:
  - Type of unit (i.e. single, duplex, multi-unit, etc.)
  - Rent amount requested by the owner
  - Parties responsible for the utilities
  - Parties responsible for the appliances

Signatures from the owner and the tenant on the RFTA are not considered a binding contract. The signatures signify that a proposed agreement to rent the unit has been reached.

- The housing manager assigned to that particular HCVP recipient conducts a review of the RFTA.

The review shall determine the:

- Owner eligibility to participate in the HCVP
- Tenant’s share of the rent (must not exceed 40% of the family’s adjusted gross income.)

If it is determined that the RFTA is not acceptable, the housing manger will contact the landlord regarding their options.

## Lease Requirements

- Each unit requires a new written lease that must include the owner and tenants names
- Unit rented (address, apartment number, and any other information needed to identify the unit)
- Term of the lease (initial term and any provisions for renewal)
- Amount of the monthly rent to owner
- Specification of what utilities and appliances are to be supplied by the owner and by the family.
- The owner must use a standard lease form if the same form is used for rental to unassisted, open market tenants.
- The lease must be consistent with state and local law.
- The owner must include verbatim the HUD-prescribed tenancy addendum forms:
  - HUD 52641-A
  - Disclosure of Information and Acknowledgment of lead-based paint and/or lead-based paint hazards.
    - **Both forms are attached to the end of this document.**

### **Adjusting the Lease Agreement**

- Changes to the lease agreement must be in writing and the owner must immediately notify the tenant and GMHA of the changes.
- The housing manager will review the proposed changes and make the adjustments as proposed, if feasible.

- The owner is required to notify GMHA and the tenant in writing at least sixty (60) days before adjusting the rent amount; any such changes will be subject to rent reasonableness requirements.
- The rent amount may be adjusted annually on the anniversary of the Housing Assistance Payment contract.

### **Housing Assistance Payment Contract**

- The Housing Assistance Payment (HAP) contract is between GMHA and the owner. The owner will be required to execute a HAP contract that outlines requirements for the HCVP.
- The term of the HAP contract begins on the first day of the lease term and ends on the last day of the lease term.
- The HAP contract is used to provide HCVP tenant-based assistance under the HCVP.
- The HAP contract must be word for word in the form prescribed by HUD (copy attached).

### **Lead Based Paint Disclosure**

- Owners must disclose known lead based paint or lead based paint hazards.
- Owners must provide the Environment Protection Agency (EPA) pamphlet titled “Protect Your Family from Lead in Your Home” to each prospective tenant (copy attached)
- Owners must obtain and maintain a copy of a signed form stating that awareness of disclosed information regarding lead based paint hazards was given to the tenant.

### **Security Deposit**

- A deposit is collected by the landlord.
- Owners must comply with state and local laws regarding management of the security deposits (payments of interest, charges against the security deposit, etc.)
- If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

### **Rental Subsidy Payment**

- The amount of the monthly HAP shall be determined by the family’s income and according to HUD requirements for calculating the tenant’s rent. The family must not pay more than 40% of the household’s monthly adjusted income. A housing manager determines the family’s total tenant payment at the time of ending the program and updates it annually.

- Once the family's affordable portion of rent is determined, GMHA pays for the remaining amount of the contract rent for the unit.
- The amount of the HAP is subject to change during the contract term for any of the following reasons:
  - Family's income changes
  - Family's household size changes
  - Landlord has made changes to the utility structure
  - Landlord has made adjustments to the contract rent amount.

A housing manager will send a letter notifying both the landlord and tenant of the portions of rent due from the tenant and GMHA.

- A HAP payment will be prepared on a monthly basis and directly deposited to the owner's bank account on or about the 1<sup>st</sup> of each month.
- The HAP shall only be paid to the owner while the family is residing in the unit during the term of HAP. GMHA shall not pay their portion to the owner for any month that the tenant is not occupying the unit.

### **Tenant's Portion of Rent**

- The owner will be required to collect the tenant's share of rent. The owner is responsible to enforce the rent payment policy as stipulated in the owner's lease agreement. At no time shall the tenant pay more than what has been determined by GMHA.

### **Rent Reasonableness Determinations**

- Rents should not exceed comparable unassisted units in the market area.
- GMHA maintains a database of unassisted rents in Greene County that is updated on a regular basis. Information is gathered through a market study on rentals in Greene County.
- The purpose of the rent reasonableness test is to assure the following:
  - Fair rent is paid for units selected for participation in the voucher program.
  - HCV program does not have the effect of inflation rents in the community.
- Market surveys used to assist in rent reasonableness determinations should include the following information:
  - Unit location
  - Size and type
  - Quality
  - Accessibility for the handicapped
  - Amenities
  - Facilities
  - Management and maintenance service

- Gross rent of the unit
- The HCV recipient's assigned housing inspector will advise whether or not rents are reasonable based on the market study.

**Payment Standard**

- The payment standard is a baseline used to determine the family's portion of rent.
- The current payment standards for the Greene County area are as follows, effective October 1, 2022:

0 Bedroom:	\$ 752.00
1 Bedroom:	\$ 833.00
2 Bedroom:	\$1,066.00
3 Bedroom:	\$1,398.00
4 Bedroom:	\$1,524.00
5 Bedroom:	\$1,752.00
6 Bedroom:	\$1,981.00

**Request for Change of Ownership**

- The current owner may not assign the HAP contract to new owners without promptly notifying GMHA. Property owners who sell or purchase rental property occupied by a GMHA HCVP participant or who wish to change the payee must submit the following documentation to GMHA:
  - A completed change of Ownership/Payee packet which includes the following:
    - Affidavit of Property Ownership
    - Landlord Checklist
    - IRS W-9
    - Authorization for Direct Deposit form
  - Additional proof of ownership which can include:
    - Recorded grant
    - Deed
    - Closing documents
  - Proof of EIN (provided by IRS)

These documents can be obtained by contacting GMHA's Section 8 clerical department.

- The HAP contract may not be assigned to new owners if the new owner is a parent, grandparent, sibling, or grandchild of the Section 8 voucher holder. An exception can be made with a reasonable accommodation for a person with a disability.

**Annual Processes**

- A Housing Choice Voucher inspection is required annual for each unit occupied by a program participant to determine whether the unit is being maintained in decent, safe, and

sanitary condition. Units must be maintained in accordance with the Housing Quality Standards condition throughout an assisted tenancy.

- The Housing Choice Voucher recipient will verify income, assets, and deductions with their Housing Manager each year on their anniversary date of the Housing Assistance Payment contract.

## **Inspections**

- GMHA conducts the following types of inspections as needed.
  - Initial Inspections – In response to a request from the family to approve a unit for participation in the Section 8 program, the unit must pass the Housing Quality Standards inspection before the effective date of the HAP contract.
  - Annual Inspections – GMHA is required to inspect each unit under lease at least annually to confirm the unit still meets HQS. If the unit fails for an annual inspection the list of deficiencies is e-mailed to the landlord and mailed to the tenant. Corrections to repairs must be made within 30 days; however, emergency failed items must be corrected within 24 hours. In the instance of a 30 day fail, landlords will be able to self-certify using the Housing Quality Standard Self-Certification form with pictures of repairs attached.
  - Special Inspections – A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
  - Quality Control Inspections – HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

## **Abatement & Fees**

- If it's determined that the unit does not meet the Housing Quality Standards (HQS), GMHA staff will email the owner and mail the tenant a notice of defects of the inspection. Thirty (30) days will be allowed for the owner (or tenant, as appropriate) to make the repairs, except for repairs needed to correct defects determined by the Inspection Department to threaten the tenant's health or safety. Lack of heat, electricity, no running water, or fire damage to the unit must be corrected within 24 hours.
- GMHA will re-inspect the unit at the conclusion of the initial correction period. If the inspection shows that the defects have not been corrected, the HAP payment will be abated for a period not to exceed 60 days.

- If the defects have not been corrected by the end of the first 60-day abatement period, and it's determined that the defects are the responsibility of the owner, GMHA will terminate the HAP contract and issue a new voucher to the family to look for another unit.
- If the unit does not meet the HQS for tenant reasons, and the defects have not been corrected by the end of the initial correction period, the HAP contract and the family's participation in the HCVP will be terminated.
- Such termination may occur if the tenant:
  - Fails to pay for utilities that are to be paid by the tenant,
  - Fails to provide or maintain in working order any appliances that are provided by the tenant, or
  - Damages the unit beyond normal wear and tear
- GMHA will determine if the tenant damage is such that would cause the termination of the Housing Choice Voucher and will submit notification of such a decision.
- On an initial inspection only, GMHA will impose a \$25.00 fee to a landlord for re-inspection reveals that reveals any deficiency cited in the previous inspectio has not been corrected. The owner cannot charge the client for this fee.

### **Family Moves with Continued Assistance**

- An assisted tenant in good standing may move to a new unit at any time with continued assistance. This includes one of the following:
  - GMHA has terminated the HAP contract for the old unit due to the owner's breach; or
  - The tenant has given the owner notice consistent with the terms of the lease; or
  - The lease has terminated by mutual agreement of the owner and the tenant
- Tenant verifies instances of threats to the family's personal safety or other justifiable reasons.
- Owner has evicted the tenant for serious or repeated violations of the lease or for criminal activity in or around the assisted unit, or if the HAP has been terminated because of the tenant's failure to meet his/her family obligations under the HCVP, the family participation in the HCVP will be terminated and the family will not be allowed to move to a new unit with continued assistance.
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### **Owner Termination of Tenancy**

- After the initial lease term, an owner may give notice of lease termination to a HCVP tenant for other good cause, including business or economic reasons such as:
  - Failure to pay the rent and other amounts due under the lease
  - Serious or repeated violation of the terms and conditions of the lease

- Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit
- Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises
- When the owner determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- For any drug crime on or near the premises
- Any violent criminal activity on or near the premises by a tenant, household member, or guest.
- The owner's termination must be consistent with Fair Housing, Equal Opportunity, and the Violence against Women Act ("VAWA").
- A HCVP tenant, who is evicted for the reasons state above will be terminated from the program and will not be eligible to move to a new unit with continue assistance from GMHA.

### **Denial of Owner Participation**

- GMHA may, at its administrative discretion, refuse to enter into a new Housing Choice Voucher Program HAP contract with an owner because of the following:
  - The owner has a history or practice of failing to terminate tenancy of tenants in units under federally assisted housing programs for drug-related or violent criminal activity, or activity that threatens the health or safety of employees, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.
  - The owner has a history or practice of non-compliance with HQS, or of otherwise failing to comply with obligations under a Housing Choice Voucher contract
  - The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
  - The owner has engaged in any drug-related criminal activity.
  - The owner has a history or practice of renting units that fail to meet state or local housing codes.
  - The owner has not paid state or local real estate taxes, fines or assessments.

### **Termination of Assistance**

GMHA may terminate assistance to a Housing Choice Voucher participant who violates their family obligations under the Housing Choice Voucher Program. These obligations include:

- Supplying required information
- Maintaining the unit under HQS standards
- Supplying tenant-paid utilities and appliances as required under HQS
- Allowing GMHA to inspect the unit
- Complying with the provisions of the lease
- Notifying GMHA and the owner before moving
- Giving GMHA a copy of any eviction notice
- Using the assisted unit as the tenant only residence
- Not engaging 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 premise
- Not abusing alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

## **Housing Quality Standards Guidelines Established by GMHA**

Units will be inspected for compliance with HUD's Housing Quality Standards ("HQS") found at 24 CFR 982.401 and with additional requirements adopted by GMHA. GMHA inspects all units proposed for inclusion to the Housing Choice Voucher programs and annually at the anniversary of the HAP. All units must meet HQS as outlined here.

GMHA is responsible for assuring that each Housing Choice Voucher recipient resides in a safe, decent and sanitary unit at all times.

### **Housing Quality Standards**

All units must:

- At a minimum consist of at least a kitchen, bathroom, and living/sleeping room
- Be safe from electrical hazards
- Be structurally sound and free from potential collapse of the building structure
- Provide adequate ventilation throughout the unit, especially in the living areas and bathrooms
- Provide adequate facilities for everyday use
- Provide adequate and safe heat during the heating season
- Be secure within a safe environment

The tenant must have:

- Direct access to his or her unit without entering another private dwelling.
- Adequate means of refuse disposal

Smoke detectors and carbon monoxide detectors are required and must be present and in good operating condition.

Utilities, including electric, natural gas, water and sewage, must be in service before the inspection can be completed.

If the tenant is responsible for supplying the stove and/or the refrigerator, the stove and/or refrigerator can be placed in the unit after the inspection if the unit passes all other HQS requirements. The owner and the family will certify that the appliances are in the unit and working according to the requirements of HQS. GMHA will not conduct a re-inspection.

### **Walls**

Walls should be structurally sound and must not have a serious defect.

Plaster or drywall that is sagging, severely cracked, or otherwise damaged must be repaired or replaced.

Large holes in walls must be resurfaced and repainted.

In order to prevent water damage and eventual deterioration, all walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water.

## **Windows**

An operable window must be in good condition, weather tight, and solidly intact to the frame. Damaged or deteriorated sashes must be replaced or window clips inserted.

One window in each living area must include at least one fully operational screen. All first floor windows must have locks. Any window on the second floor with easy access to the ground level must have a lock.

## **Doors**

All *exterior* doors must be:

- Weather-tight to avoid any air or water infiltration
- With fully functional striker plate
- Without large holes
- With fully functional door knobs with locks (see security this section)
- Have all trim intact
- With a threshold

All *interior* doors must be:

- Without large holes
- Have all trim intact
- With striker plates fully functional.

Storm doors are not required but, if present, they must be in a safe, operable condition with closer mechanism intact

## **Floors**

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. Any that cannot be leveled must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of base shoe, trim, or seal for a "finished look." Vinyl base shoe may be used for kitchens and bathrooms.

## **Ceilings**

Holes in the ceiling must be patched and painted.

Ceilings must be free of leakage and other potentially hazardous conditions.

## **Sinks**

All sinks must have:

- Fully functional stoppers
- Hot and cold running water with approvable public or private drain system
- If garbage disposal or dishwasher are present, must be in good working order
- Properly installed vented "P" traps

## **Bathrooms**

A bathroom must be free of hazardous conditions. The bathroom must be for the exclusive use of the residents. The bathroom must consist of properly functioning facilities including:

- Fixed wash basin with a sink trap and hot and cold water draining to an acceptable draining system
- A shower or tub with hot and cold water draining to an acceptable draining system
- A working toilet connected to an approvable disposal system
- Ground Fault Circuit Interrupter (GFCI) outlet
- One permanently installed light fixture
- Functional doors for privacy
- Operable window or proper ventilation to the outside, attic or crawlspace

The toilet can be located in a separate private room. All worn or cracked toilet seats and tank lids must be replaced, and the toilet lid must fit properly.

## **Bedrooms**

A bedroom, or any room used as a sleeping room must have:

- A floor area of not less than 70 square feet
- An operable window with at least one screen
- A door with door knobs (bi-folds are acceptable).
- A closet for clothing and miscellaneous items for storage. Closets may be the portable type. Closets may be located in the hallway near the bedroom.
- Two outlets, or one outlet and one permanently installed light fixture

The family must not be required to go through one bedroom to get to another bedroom. Bedrooms in basements are not allowed. Bedrooms in attics are not allowed unless they meet local code requirements and have adequate ventilation and emergency exit capability:

## **Kitchens**

A kitchen must have suitable space and equipped to store, prepare and serve food. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans). The kitchen must be free of hazardous conditions including evidence of gas or water leakage that presents the danger of fire or electrical shock.

The kitchen must have:

- An operable stove (micro-waves can be substituted by tenant When substituted by landlord, it must be with tenant's approval.)
- An adequate size refrigerator appropriate for the family (temperature must be low enough to prevent food from spoiling)
- Kitchen sink with hot and cold running water with approvable public or private drain system (Stoppers at sink drains are required)
- Space for storage, preparation, and serving of food
- Facilities and/or services for the sanitary disposal of food waste and refuse, including temporary storage facility, where necessary
- One working outlet and one working permanent light fixture

Hot plates are not acceptable.

### **Living Room**

A Living room must be safe and free of hazardous conditions. A living room must consist of:

- An operable window with at least one screen
- Two outlets or, one outlet and one permanently installed ceiling or wall mounted light fixture

### **Other Rooms Used For Living**

Other rooms used for living are rooms or areas that are walked through or lived in on a regular basis. Such rooms can be dining room, laundry room, den, play room, etc. These rooms must have natural or artificial lighting such as:

- A light fixture
- A wall outlet to serve a lamp
- A window in the room with at least one screen
- Adequate light source from an adjacent room

### **Security**

If window bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

A simple "bolt lock" on exterior doors may be used along with a regular key lock. Double cylinder deadbolt locks are NOT allowed, as they present an emergency exit hazard.

The unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

### **Stairs, Rails and Porches**

Porches and stairs must be free and sound from all hazards.

All steps or boards must be secure, without holes, or a tripping hazard of any kind.

Handrails are required when there are four (4) or more consecutive steps.  
A Porch or balcony that is 30 inches or more above the ground must have a secure railing.

### **Foundation**

The foundation must properly support the building and keep the ground water from entering the unit from normal rainfall.

Conditions that would warrant the foundation to fail:

- Severe structural defects indicating the potential for collapse
- Structural instability indicated by evidence of major recent settling
- Large cracks or holes
- Large sections of crumbling brick, stone or concrete
- Major deterioration of wood support members resulting from water damage or termites
- Entry of significant ground water into the unit such as flooded basements

### **Chimney**

The chimney must be structurally sound and free of signs indicating potential collapse. The chimney must be capable of safely carrying smoke, fumes and gasses from the unit to the outside.

Conditions that would warrant a chimney to fail:

Serious leaning

Evidence of deterioration or disintegration such as many missing bricks or mortar

Metal chimney parts that do not fit tightly and/or are improperly attached

### **Gutters and Downspouts**

Gutters and downspouts are not required however, when provided they should be clear of debris and/or vegetation to allow rainwater to flow freely away from the foundation. Gutters and downspouts should be permanently affixed to the structure of the building. Downspouts should direct the rainwater away from the foundation of the building.

### **Smoke Detectors**

There must be operable smoke detectors that are battery-operated or hardwired detectors in every sleeping area, and on each floor including the basement (excluding the attic).

When placing a smoke detector in the basement it must be located in close proximity to the stairway leading to the floor above.

When placing a smoke detector near the sleeping area it must be located outside the bedroom but in the immediate vicinity of the sleeping area.

Detectors must be mounted on the ceiling at least 4 inches from the wall or, on a wall with the top of the detector not less than 4 inches but, not more than 12 inches below the ceiling.

Detectors may not be installed in kitchens or garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F

## **Electrical**

All outlets and light fixtures must be in good working order. Each outlet must be permanently installed in the baseboard, wall or floor of the room. A permanently installed light fixture is one, which is securely fastened to a ceiling or wall and is not movable.

Items that can cause electrical hazards and would fail an inspection would be:

- Exposed wiring
- Loose or improper wire connection to an outlet or improper splicing of wires
- Missing or cracked switch plate and outlet covers
- An exposed fuse box connector or connections
- Missing knock-outs

Non Metallic Cable (NMC) is unacceptable as surface mounted wiring.. Wiring must be enclosed in conduit or approved raceway channel..

All electrical boxes must be accessible for proper inspection.

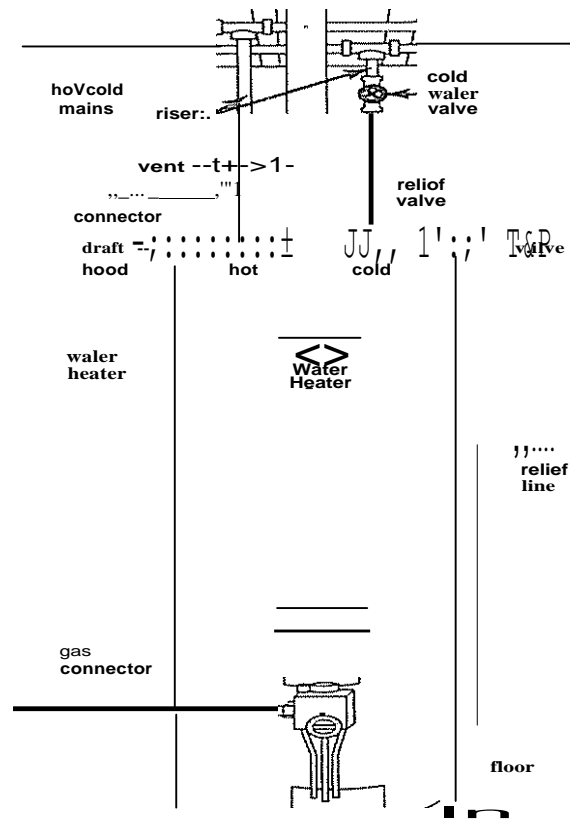
All service connections, wiring, connectors and receptacles must be installed safely and within the National Electric Code standards.

## **Hot Water Tank**

Gas water heaters may not be in bedrooms or other living areas where safety hazards may exist Exceptions may be made if safety dividers or shields are installed.

Hot water tanks must be installed properly and vented properly to ensure safety. The safe installation of the tank must adhere to the following guidelines (see illustration)..

- Temperature-Pressure Relief Valve (TPR) must be a lift lever type.
- Relief line must be ½" diameter copper or galvanized pipe.
- Draft hood must be properly seated to provide proper draft.
- Vent pipe must be sealed and have positive pitch upward to chimney.



**Heating System**

Heating systems should be safe, clean and operational. It must provide adequate heat and conform to local safety codes. Gas line connector needs to be AGA black gas line, not flexible connectors (as used for gas dryer hookups).

The unit must not contain unvented room heaters that burn gas, oil, or kerosene.

All open gas lines, such as open stove/dryer lines, must be capped off properly.

**Site and Neighborhood Conditions**

Although property owners are not responsible for the condition of the surrounding areas, the area around and near their property must be free from conditions, which would seriously or continuously endanger the tenants' health and safety.

## **Interior Air Quality**

The unit must be free from abnormally high levels of air pollution caused by carbon monoxide, sewer gas, fuel gas, dust or other harmful pollutants

Types of external pollutants can be from:

- Refineries
- Pulp or paper plants
- Chemical industries
- Proximity to heavy traffic
- Proximity to truck or bus garages

Other types of internal pollutants can be caused from:

- Presence of sewer gas
- An improperly operating furnace
- A malfunctioning gas appliance

The unit must have adequate air circulation.

## **Roof**

A roof must be structurally sound and weather tight The roof should not show visible signs of:

- Internal water damage
- Serious buckling or sagging
- Large holes or other defects, which would allow significant amounts of water or air to enter the unit

## **Special Circumstances**

An inspector encountering infestations of insects or rodents upon any premises, may at their discretion, cease until such time that the owner provides written certification of eradication of the infestation.

An inspector encountering a unit proposed for the Housing Choice Voucher program that has not been properly prepared for inspection, may at their discretion, cease the inspection until such time that the owner notifies the Inspection Department that the unit is prepared for inspection.

## Lead Based Paint Requirements

HUD has established regulations pertaining to lead based paint and the hazards that may exist in your rental property that is receiving financial assistance or sold by the federal government. The regulations are identified in HUD published documents:

- Requirements for Notification
- Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and
- Housing Receiving Federal Assistance

Certain methods of paint removal that are known to be dangerous have been prohibited. The requirements apply to housing built before 1978; the year lead based paint was banned nationwide for residential use. The new regulation appears within the Code of Federal Regulations as part 35 (24 CFR 35).

HUD estimates that the regulation will affect about 2.8 million housing units and will protect more than two million children from exposure to lead during its first five years.

### **Health Effects Of Lead**

Lead is a naturally occurring element that is harmful to humans when taken into the body. Lead is especially hazardous to children because it can cause serious and long-lasting physical and mental problems. In extreme cases, high levels of lead in the body can kill a child.

Children under the age of six (6) are the most at risk to the health effects of lead poisoning because their nervous systems are still developing. Lead enters the body when children inhale or swallow it through normal hand-to-mouth activity when they play. The lead is stored in bones, organs and the brain. It then inhibits normal growth and development.

Children who are poisoned by lead are likely to have problems in school because of:

- Loss of intelligence
- Learning difficulties
- Behavioral difficulties
- Damage to brain and nervous system
- Slowed growth

Pregnant women and women of childbearing age are at risk because changes that occur in a woman's body during pregnancy may cause lead stored in their bones to be released into her blood. Lead can then be passed from the mother to the fetus.

Pregnant women are likely to inhale lead-contaminated dust when proper precautions are not taken during and after renovation, remodeling, or repainting activities. Lead poisoning can cause:

- Miscarriage
- Premature births
- Low birth weight

### **How Do People Get Lead Poisoning?**

The most common way to be poisoned by lead is by ingesting lead-contaminated dust or soil. This is one reason why young children are more likely to be poisoned than adults. While they play, children put their hands and their toys in their mouths and in the process consume lead-contaminated dust and soil.

Children can also be poisoned when they consume lead-contaminated paint chips. Children are less likely to be poisoned by eating paint chips than by consuming dust, but paint chips do represent a danger. You can also inhale lead through breathing fumes or dust

Children may consume lead-contaminated dust during ordinary play. Dust is considered a lead hazard if its lead content reaches a certain level. Deteriorated lead-based paint may be harmful if swallowed by a child. It also creates lead-contaminated dust as it deteriorates. **Since we don't always know the lead content of paint, we should treat all deteriorated paint as a potential hazard.**

Lead-contaminated (bare) soil can pose a threat to children who come into direct contact with it as they play in the soil or surrounding areas. Lead-contaminated soil also can be tracked inside the home on shoes and by pets. Drinking water can be contaminated with lead, regardless of the water's source. Many faucets in homes and on store shelves contain leaded components that can leak lead into the water.

### **Where Are Hazardous Conditions Found?**

Lead-based paint was used in homes until 1978, when the Consumer Product Safety Commission for residential use banned it. Homes built prior to 1950 are more likely than newer homes to contain higher concentrations of lead and to have deteriorated paint surfaces.

Renovation, remodeling, repainting, and rehabilitation in pre-1978 units are likely to disturb surfaces painted with lead-based paint and create hazardous conditions.

**Pre-1978 units in poor condition are likely to have deteriorated paint and lead-contaminated dust.**

Deteriorating exterior paint that contains lead and past emissions of leaded gasoline are the primary sources of lead in soil. Lead-contaminated soil can be tracked into the home as lead-contaminated dust.

**Define "Deteriorated Paint"**

The HUD regulation defines deteriorated paint as:

"Any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate."

To identify deteriorated paint, you need to answer the question, is the paint peeling, chipping, chalking or cracking? If the answer is yes, then the paint should be considered deteriorated. If the size of the hole is larger than a nail hole or hairline crack, it should be considered the paint is deteriorated. HUD has identified size thresholds for how the repairs must be made, these thresholds are known as de minimus levels. It is important to know that de minimus levels control how a repair must be made, not whether the repair is made. As always, if deteriorated paint is identified, it must be repaired.

**Definition Of De Minimus Levels**

If more than ten percent (10%) of the total surface area of an interior or exterior type of component with a small surface area is deteriorated, the de minimus level has been exceeded. Examples would be windowsills, baseboards, and trim.

The de minimus level is 20 square feet for exterior surfaces. This means 20 square feet of all the exterior surfaces. This includes:

- Outbuildings (garages, sheds, etc.)
- Fences
- Play equipment attached to the land and belonging to the owner

Twenty square feet is a square about 4 feet 6 inches on each side. If all the deteriorated paint on all building components is larger than the square, safe work practices and clearance must be performed.

An interior de minimus level is two square feet in any one interior room. This means a total of two square feet of deteriorated paint on the floors, walls, and ceiling in the room.

Two square feet is a square about 17 inches on each side.

If all of the deteriorated paint on all of the building components is larger than the square, safe work practices and clearances must be performed.

### **Identify Areas Where Deteriorated Paint Is Common**

You should look for deteriorated paint on all painted building components, especially any exterior and interior walls, windows or trim damaged from a roof or plumbing leaks.

Also look on surfaces that experience friction impact such as doors, windows, floors, and trim areas. Look for paint chips or dust and residue on the floors (this paint might be a hazard for small children). Look for evidence of paint chips in the soil near drip lines on exterior surfaces.

There are many types of deterioration such as:

#### **Peeling**

Always consider peeling paint to be deteriorated. Peeling paint is often caused by moisture or poor preparation of the surface before painting. This may affect small or large areas.

#### **Chipping**

All chipped paint should be considered to be deteriorated. Chipping is often a result of impact to the painted surface. Chipping paint may be poor preparation or paint failure.

#### **Chalking**

Some paints were designed to chalk as a method to keep paint surfaces clean. If these paints contain lead, the chalking will also contain lead. You should consider chalking paint to be deteriorated if you can see evidence of chalking on the surfaces below the paint on the ground.

#### **Cracking**

Before you call crack deterioration, you should determine if the crack is below the de minimus level. Settlement cracks are often seen in older homes. If a settlement crack shows signs of deterioration (cracking or flaking of the painted surface) the painted surface should be considered deteriorated.

All holes in the walls larger than a nail hole or tack holes are considered to be deteriorated and should be repaired.

Nail and tack holes are not usually classified as deteriorated because they are too small to meet de minimus levels and the substrate is usually stable.

## **Damaged Substrates**

While understanding common causes of paint deterioration will help you identify areas with problems, it is essential to understand the cause of the damage to repair the paint

Most of the causes of deterioration are from moisture damage, friction and impact, and poor preparation.

All painted surfaces damaged by moisture should be considered deteriorated. You should look for the source of the moisture. You then need to stabilize the paint by fixing the cause, repair the surface and repaint.

Friction and impacts cause the paint to deteriorate because most paints were not designed to resist friction. Windows and doors are key areas to look for friction and impact damage.

## **Stabilize Deteriorated Paint**

Once deteriorated paint is identified, it must be repaired. It is the responsibility of the property owner to:

- Protect the residents and their belongings
- Repair substrate damage
- Repair the paint
- Conduct clean up
- Other Lead Based Paint-related concerns
- Obtain clearance (if deteriorated surface is more than the de minimus)

Repairing substrate damage include problems such as:

- Dry rot
- Rust
- Other components that are not securely fastened
- Crumbling plaster
- Missing siding
- Moisture damage

Prior to repainting the surface of a damaged substrate, the cause of the damage must be repaired. The surface must be prepared to receive the new paint. If the area is larger than the de minimus level, this preparation must include safe work practices:

- Wet Sanding or wet scraping

- Protection of the worksite to keep lead dust from leaving the worksite or getting onto the resident's belongings
- Cleaning of the worksite with HEPA vacuuming and detergents.

If the area is smaller than the de minimus level, this preparation should include:

- Surface preparation (wet sanding or scraping is still recommended to minimize the release of dust).
- Cleanup using conventional methods

The key to the preparation is to minimize the amount of dust released.

The Owner is responsible to clean up the debris like paint chips or other paint debris. This clean up should include misted sweeping and damp mopping to remove dust and debris. Cleaning work areas will help reduce the risk of lead poisoning.

A clearance exam might be required once the paint is stabilized. If the area did not exceed the de minimus levels, no clearance is required.

### **How to Prepare for a Lead-Based Clearance Test**

Here are some well-researched cleaning guidelines that will give you the best chance at passing a lead based-paint clearance examination. These are based on U.S. Departments of Housing & Urban Development (HUD) and Environmental Protection Agency (EPA) cleaning guidelines, and provide the best possible steps for ensuring significant lead dust reduction.

The standard dust removal for hard surfaces and components (e.g. hardwood floors and window components) is HEPA vacuuming followed by wet cleaning with detergent. Horizontal surfaces receive the most scrutiny during lead clearances (it is usually not necessary to clean walls and ceilings for dust removal unless those surfaces have undergone paint removal or stabilization).

For Window Troughs, Sills, Horizontal Surfaces and Hard Floor<sup>1</sup>

#### **Supplies Needed:**

- A High-Efficiency Particulate Air (HEPA) vacuum cleaner;
- A means of delivering water mist in order to keep dust levels down (such as plant sprayer);

<sup>1</sup> Source: Chapter 11, U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing

One disposable-sponge mop with a built-in wringer (string-type mops are not recommended);  
Two buckets (one for cleaning solution, and one for rinsing);  
Paper towels (or disposable cleaning cloths or sponges which will be disposed of and replaced frequently);  
Rubber gloves (or hypo-allergenic alternative);  
Measuring cup

## **Directions**

Begin with the highest horizontal surface within each room you are cleaning (typically, this would begin at the tops of windows heads, tops of sashes, mullions, and interior and exterior windowsills and troughs (use crevice and brush adapters where appropriate)).

1. Begin at the end farthest from the main entrance/exit
2. Mist area lightly with water to keep dust levels down.
3. Use a HEPA vacuum
4. Vacuum over the entire surface with slow, deliberate, overlapping strokes.

Clean all radiators, baseboards, shelves, and any other dust tapes with horizontal surfaces.

Work your way down, from top to bottom, until you reach the floor. Vacuum the floor starting in the cleanest areas and finishing in the dirtiest. Clean all vents/registers and any horizontal components of the ventilation ducts that can be easily reached.

Put on rubber gloves (or hypo-allergenic alternative).

In one bucket, follow the directions on the detergent container to mix a cleaning solution.

Fill the other bucket with clean rinse water (which should be changed frequently during cleaning).

Wet paper towel (disposable cloth, etc.) in the soapy water.

Using the same top-to-bottom rule, clean all horizontal surfaces until surface dust is no longer visible. Do not put dirty paper towel or disposable cloth back into soapy water (this is to prevent re-contaminating the surfaces you have just cleaned). After cleaning a window component, radiator, floorboard or other horizontal surface, rinse the surface with clean water using a sponge or cloth.

Dump all wastewater down the toilet and flush.

## **For Carpeted Floors**

Important Note about Removal or Cleaning of Carpets or Rugs: Carpeting and large area rugs can be major traps and reservoirs of leaded dust. Dirt embedded in fibers of carpets and rugs is not easily removed by cleaning. It is not likely that any cleaning process will remove all leaded dust embedded in carpets. It may be more practical to dispose of carpets that are in poor condition or those known to be highly contaminated with lead. In fact, it may cost more to clean lead contaminated carpet than to replace it.

Stearn Cleaning can remove additional, but limited, amounts of lead from carpets and rugs (IDHW, 1991). Phosphate-containing detergents may be more effective than non-phosphate-containing, regular detergents when cleaning rugs (Milar & Mushak 1982).

### **Supplies Needed**

A HEPA vacuum cleaner

### **Directions**

Where possible, clean floors underneath rugs and carpets (see reverse for recommended supplies and directions for cleaning hard surfaces).

The total recommended vacuuming time is at least four minutes per ten square feet of carpeting (Ewers, et al, 1993). Vacuum thoroughly using overlapping strokes.

**ADDITIONAL INFORMATION IS INCLUDED WITH THIS LANDLORD PACKET TO ASSIST YOU IN REDUCING LEAD HAZARDS IN YOUR PROPERTY.**



## Greene Metropolitan Housing Authority

538 N. Detroit Street, Xenia, OH 45385

Xenia: 937-376-2908, Fairborn: 937-429-7736

General Fax: 937-376-2487, Public Housing Fax: 937-347-1235, Section 8 Fax: 937-347-1230

Website: [www.gmha.net](http://www.gmha.net)

### LANDLORD INSPECTION CHECKLIST

1. **BE SURE THE SMOKE DETECTORS & CARBON MONOXIDE DETECTORS ARE WORKING OR YOUR UNIT WILL BE TERMINATED WITHIN 24 HOURS ACCORDING TO NEW GMHA POLICY!** A working smoke detector with a live battery must be installed on every level of the unit, including the basement. If any members of the family are hearing impaired, a detector for the hearing impaired must be installed.
2. All interior and exterior ceilings, walls, floor and foundations must be free from serious defects and deterioration.
3. The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. This prevents exposure to possible lead-based paint hazards when a family with children under the age of six will occupy the unit.
4. Where there are three or more consecutive steps, handrails must be securely attached. This applies to both the interior and exterior of the unit.
5. The unit must be clean and free of roaches, rodents or any infestations.
6. The entire unit including garage, interior and exterior must be free from electrical hazards. All three-prong outlets must be wired correctly. A circuit tester will be used at the time of inspection.
7. Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture.
8. All light switches and outlets must have secured plate covers. The plate covers must be in good condition.
9. All windows and doors must be weather tight and secure when closed.
10. All windows and doors accessible from the outside must have working, sturdy locks.
11. All operable windows must have a mechanism to secure them in place when open. Weighted ropes or clips should be properly installed. Window screens must be provided.
12. All bedrooms must have at least one operable window for fire escape and ventilation.
13. Approach to the unit must be safe with no danger of tripping.

14. Access to the assisted unit must not be through use of other private property.
15. The bathroom must have either an operable window or an exhaust fan for ventilation. The bathroom must have a light and an electrical outlet.
16. The hot water tank's pressure relief valve must have a discharge line extending down two to six inches from the floor.
17. Water heaters in living areas must have permanent dividers or shields with doors to allow inspectors access to water heater.
18. The flu pipe leading from the furnace and hot water tank must be sealed at the chimney. Also, check to ensure that the flu pipes connecting to the furnace and hot water tank are installed correctly.
19. Every room used for living must have adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat.
20. If the downspouts are present, they must be complete and functional.
21. The unit must be free from any accumulation of garbage or debris, both inside and outside.
22. Clothes dryers must be vented to the outdoors, using flexible metal hose.
23. Plumbing supply and drain lines must be free from leaks and dripping faucets.
24. If appliances are provided by the owner, they must be in proper working order. (All burners work, knobs are present, refrigerator has shelves, bins, seals, etc.)

**These are tips to help ensure your inspection will pass. Please note these are the most commonly failed items but not everything the inspection covers is included on this list.**

**Section 8 Tenant-Based Assistance  
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 and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. 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 or owner participation in the program.

**Instructions for use of HAP Contract**

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

**Use of this form**

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

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

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

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

**Use for special housing types**

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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

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

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

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

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

**1. Contents of Contract**

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

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

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

**7. Initial Housing Assistance Payment**

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

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

**8. Utilities and Appliances**

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

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

**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 code)

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

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

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

**1. Purpose**

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

**2. Lease of Contract Unit**

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

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

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

## 5. Provision and Payment for Utilities and Appliances

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

## 6. Rent to Owner: Reasonable Rent

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

## 7. PHA Payment to Owner

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be

obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
  - c. **Amount of PHA payment to owner**
    - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
    - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
    - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
  - d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
  - e. **Limit of PHA responsibility**
    - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
    - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
  - f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

## 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

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

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or

criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

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

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

**12. Exclusion of Third Party Rights**

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

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

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

### 15. Reserved

**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.

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

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

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

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
  - (1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
  - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - (c) Any violent criminal activity on or near the premises; or
    - (d) Any drug-related criminal activity on or near the premises.
  - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
    - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy\**
  - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
  - (2) During the initial lease term or during any extension term, other good cause may include:
    - (a) Disturbance of neighbors,
    - (b) Destruction of property, or
    - (c) Living or housekeeping habits that cause damage to the unit or premises.
  - (3) After the initial lease term, such good cause may include:
    - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
    - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
    - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
  - (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

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

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

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

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

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

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

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

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

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

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

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

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

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

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

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

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

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

## 11. Owner notice of grounds

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

## 12. Lease: Relation to HAP Contract

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

## 13. PHA Termination of Assistance

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

## 14. Family Move Out

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

## 15. Security Deposit

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

## 16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 18. Changes in Lease or Rent

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

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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

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

### Lead Warning Statement

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

### Lessor's Disclosure

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

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

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

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

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

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

### Lessee's Acknowledgment (initial)

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

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

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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

### **Read this entire brochure to learn:**

- How lead gets into the body
- 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).



## **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 remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children 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.

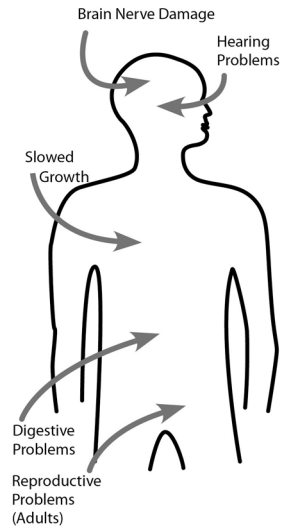
# Health Effects of Lead

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

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

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



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

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

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

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

## Check Your Family for Lead

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

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

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

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

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

## Where Lead-Based Paint Is Found

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

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

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

### **Lead can be found:**

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

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

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

# Checking Your Home for Lead

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

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



## 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>

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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.

## 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.

## Reducing Lead Hazards

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

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



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement 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.

## 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.

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

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

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



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

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment 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*.

## 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).

## For More Information

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

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

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/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 **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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

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

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

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

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

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 5 (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.  
WWPD/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

## **Consumer Product Safety Commission (CPSC)**

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

### **CPSC**

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

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact 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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# **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).

# Utility Allowance Schedule

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

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

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

Date: **01/01/2022**

Locality:

**Greene Metropolitan Housing Authority, OH**

Unit Type: **Multi-Family, Walk, Up, Large Apartment, Low-Rise, High-Rise**

Utility or Service:

**0 BR**

**1 BR**

**2 BR**

**3 BR**

**4 BR**

**5 BR**

Monthly Dollar Allowances

## Heating

a. Natural Gas (avg)	\$12.00	\$15.00	\$17.00	\$20.00	\$22.00	\$24.00
b. Bottle Gas/Propane	\$65.00	\$75.00	\$91.00	\$102.00	\$116.00	\$126.00
c. Electric (avg)	\$18.00	\$21.00	\$28.00	\$35.00	\$42.00	\$49.00
d. Electric Heat Pump (avg)	\$16.00	\$18.00	\$22.00	\$25.00	\$27.00	\$30.00
e. Oil	\$45.00	\$55.00	\$62.00	\$71.00	\$78.00	\$88.00

## Cooking

a. Natural Gas (avg)	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$19.00	\$24.00	\$27.00
c. Electric (avg)	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$15.00

## Other Electric & Cooling

Other Electric (Lights & Appliances)(avg)	\$18.00	\$21.00	\$29.00	\$37.00	\$46.00	\$54.00
Air Conditioning (avg)	\$4.00	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00

## Water Heating

a. Natural Gas (avg)	\$4.00	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00
b. Bottle Gas/Propane	\$22.00	\$24.00	\$32.00	\$43.00	\$54.00	\$65.00
c. Electric (avg)	\$12.00	\$14.00	\$18.00	\$22.00	\$26.00	\$30.00
d. Oil	\$14.00	\$17.00	\$24.00	\$31.00	\$38.00	\$45.00

## Water, Sewer, Trash Collection

Water	<b>See Attached Water, Sewer &amp; Trash Collection Schedule</b>
Sewer	
Trash Collection	

## Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

## Other--specify: Monthly Charges

Electric Charge \$10.39 (avg)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$35.24 (avg)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

## Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

	Utility or Service	per month cost
Name of Family	Heating	\$
	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
Address of Unit	Water	\$
	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
Number of Bedrooms	Other	\$
	<b>Total</b>	<b>\$</b>



# GREENE METROPOLITAN HOUSING AUTHORITY, OH

## Water, Sewer and Trash Collection

### Section 8 HCV Utility Allowances

#### All Building Types

		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
City of Bellbrook, SpringValley	Water	\$19.00	\$20.00	\$25.00	\$31.00	\$37.00	\$43.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Village of Bowersville	Water	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
	Sewer (septic)	N/A	N/A	N/A	N/A	N/A	N/A
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
City of Fairborn	Water	\$18.00	\$19.00	\$24.00	\$30.00	\$35.00	\$40.00
	Sewer	\$26.00	\$27.00	\$35.00	\$44.00	\$52.00	\$61.00
	Trash	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
City of Beavercreek	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Village of Cedarville	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Village of Clifton	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash****	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Shawnee Lake	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Willberforce	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash*****	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Village of Jamestown	Water*	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$61.00
	Sewer*	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$51.00
	Trash**	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
City of Xenia	Water*	\$17.00	\$18.00	\$25.00	\$32.00	\$39.00	\$46.00
	Sewer*	\$29.00	\$30.00	\$40.00	\$51.00	\$62.00	\$73.00
	Trash****	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Village of Yellow Springs	Water*	\$55.00	\$57.00	\$76.00	\$96.00	\$116.00	\$136.00
	Sewer*	\$49.00	\$50.00	\$66.00	\$81.00	\$97.00	\$112.00
	Trash**	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00

\* Greene County Sanitary Engineering Dept

\*\* Waste Management

\*\*\* Village of Cedarville

\*\*\*\* H.W. Mann & Sons Hauling

\*\*\*\*\* City of Xenia



# Utility Allowance Schedule

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

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

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

Date: **01/01/2022**

Locality:

**Greene Metropolitan Housing Authority, OH**

Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service:

**0 BR**

**1 BR**

**2 BR**

**3 BR**

**4 BR**

**5 BR**

Monthly Dollar Allowances

## Heating

a. Natural Gas (avg)	\$16.00	\$19.00	\$22.00	\$25.00	\$27.00	\$30.00
b. Bottle Gas/Propane	\$86.00	\$100.00	\$116.00	\$129.00	\$143.00	\$159.00
c. Electric (avg)	\$26.00	\$30.00	\$39.00	\$48.00	\$56.00	\$65.00
d. Electric Heat Pump (avg)	\$19.00	\$22.00	\$26.00	\$30.00	\$33.00	\$36.00
e. Oil	\$59.00	\$69.00	\$78.00	\$90.00	\$100.00	\$109.00

## Cooking

a. Natural Gas (avg)	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$19.00	\$24.00	\$27.00
c. Electric (avg)	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$15.00

## Other Electric & Cooling

Other Electric (Lights & Appliances)(avg)	\$23.00	\$27.00	\$37.00	\$47.00	\$58.00	\$68.00
Air Conditioning (avg)	\$4.00	\$5.00	\$8.00	\$12.00	\$15.00	\$19.00

## Water Heating

a. Natural Gas (avg)	\$4.00	\$6.00	\$8.00	\$10.00	\$13.00	\$15.00
b. Bottle Gas/Propane	\$24.00	\$30.00	\$40.00	\$54.00	\$67.00	\$78.00
c. Electric (avg)	\$15.00	\$18.00	\$23.00	\$27.00	\$32.00	\$37.00
d. Oil	\$17.00	\$19.00	\$28.00	\$38.00	\$47.00	\$55.00

## Water, Sewer, Trash Collection

Water	<b>See Attached Water, Sewer &amp; Trash Collection Schedule</b>
Sewer	
Trash Collection	

## Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

## Other--specify: Monthly Charges

Electric Charge \$10.39 (avg)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$35.24 (avg)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

## Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family	Utility or Service	per month cost
	Heating	\$
Address of Unit	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
	Water	\$
Number of Bedrooms	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
	Other	\$
	<b>Total</b>	<b>\$</b>



# GREENE METROPOLITAN HOUSING AUTHORITY, OH

## Water, Sewer and Trash Collection

### Section 8 HCV Utility Allowances

#### All Building Types

		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
City of Bellbrook, SpringValley	Water	\$19.00	\$20.00	\$25.00	\$31.00	\$37.00	\$43.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Village of Bowersville	Water	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
	Sewer (septic)	N/A	N/A	N/A	N/A	N/A	N/A
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
City of Fairborn	Water	\$18.00	\$19.00	\$24.00	\$30.00	\$35.00	\$40.00
	Sewer	\$26.00	\$27.00	\$35.00	\$44.00	\$52.00	\$61.00
	Trash	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
City of Beavercreek	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Village of Cedarville	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Village of Clifton	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash****	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Shawnee Lake	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Willberforce	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash*****	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Village of Jamestown	Water*	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$61.00
	Sewer*	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$51.00
	Trash**	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
City of Xenia	Water*	\$17.00	\$18.00	\$25.00	\$32.00	\$39.00	\$46.00
	Sewer*	\$29.00	\$30.00	\$40.00	\$51.00	\$62.00	\$73.00
	Trash****	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Village of Yellow Springs	Water*	\$55.00	\$57.00	\$76.00	\$96.00	\$116.00	\$136.00
	Sewer*	\$49.00	\$50.00	\$66.00	\$81.00	\$97.00	\$112.00
	Trash**	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00

\* Greene County Sanitary Engineering Dept

\*\* Waste Management

\*\*\* Village of Cedarville

\*\*\*\* H.W. Mann & Sons Hauling

\*\*\*\*\* City of Xenia



# Utility Allowance Schedule

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

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

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

Date: **01/01/2022**

Locality:  
**Greene Metropolitan Housing Authority, OH**

Unit Type: **Single-Family  
Detached House/Manufactured Home**

Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
	Monthly Dollar Allowances					
<b>Heating</b>						
a. Natural Gas (avg)	\$18.00	\$21.00	\$25.00	\$28.00	\$31.00	\$35.00
b. Bottle Gas/Propane	\$94.00	\$110.00	\$129.00	\$148.00	\$164.00	\$183.00
c. Electric (avg)	\$41.00	\$48.00	\$56.00	\$64.00	\$72.00	\$79.00
d. Electric Heat Pump (avg)	\$22.00	\$26.00	\$31.00	\$35.00	\$39.00	\$43.00
e. Oil	\$64.00	\$76.00	\$88.00	\$100.00	\$114.00	\$126.00
<b>Cooking</b>						
a. Natural Gas (avg)	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$19.00	\$24.00	\$27.00
c. Electric (avg)	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$15.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances)(avg)	\$26.00	\$31.00	\$43.00	\$55.00	\$67.00	\$78.00
Air Conditioning (avg)	\$3.00	\$4.00	\$9.00	\$14.00	\$18.00	\$23.00
<b>Water Heating</b>						
a. Natural Gas (avg)	\$4.00	\$6.00	\$8.00	\$10.00	\$13.00	\$15.00
b. Bottle Gas/Propane	\$24.00	\$30.00	\$40.00	\$54.00	\$67.00	\$78.00
c. Electric (avg)	\$15.00	\$18.00	\$23.00	\$27.00	\$32.00	\$37.00
d. Oil	\$17.00	\$19.00	\$28.00	\$38.00	\$47.00	\$55.00
<b>Water, Sewer, Trash Collection</b>						
Water	<b>See Attached Water, Sewer &amp; Trash Collection Schedule</b>					
Sewer						
Trash Collection						
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other--specify: Monthly Charges</b>						
Electric Charge \$10.39 (avg)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Natural Gas Charge \$35.24 (avg)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
<b>Actual Family Allowances</b>						
To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	per month cost				
	Heating	\$				
Name of Family	Cooking	\$				
	Other Electric	\$				
	Air Conditioning	\$				
	Water Heating	\$				
	Water	\$				
Address of Unit	Sewer	\$				
	Trash Collection	\$				
	Range / Microwave	\$				
	Refrigerator	\$				
	Other	\$				
	Number of Bedrooms	Other	\$			
	Total	\$				



# GREENE METROPOLITAN HOUSING AUTHORITY, OH

## Water, Sewer and Trash Collection

### Section 8 HCV Utility Allowances

#### All Building Types

		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
City of Bellbrook, SpringValley	Water	\$19.00	\$20.00	\$25.00	\$31.00	\$37.00	\$43.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Village of Bowersville	Water	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
	Sewer (septic)	N/A	N/A	N/A	N/A	N/A	N/A
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
City of Fairborn	Water	\$18.00	\$19.00	\$24.00	\$30.00	\$35.00	\$40.00
	Sewer	\$26.00	\$27.00	\$35.00	\$44.00	\$52.00	\$61.00
	Trash	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
City of Beavercreek	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Village of Cedarville	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Village of Clifton	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash****	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Shawnee Lake	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash**	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Willberforce	Water*	\$25.00	\$25.00	\$32.00	\$39.00	\$46.00	\$52.00
	Sewer*	\$29.00	\$30.00	\$41.00	\$53.00	\$64.00	\$76.00
	Trash*****	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Village of Jamestown	Water*	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$61.00
	Sewer*	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$51.00
	Trash**	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
City of Xenia	Water*	\$17.00	\$18.00	\$25.00	\$32.00	\$39.00	\$46.00
	Sewer*	\$29.00	\$30.00	\$40.00	\$51.00	\$62.00	\$73.00
	Trash****	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Village of Yellow Springs	Water*	\$55.00	\$57.00	\$76.00	\$96.00	\$116.00	\$136.00
	Sewer*	\$49.00	\$50.00	\$66.00	\$81.00	\$97.00	\$112.00
	Trash**	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00

\* Greene County Sanitary Engineering Dept

\*\* Waste Management

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