



# **Kentucky Housing Corporation**

## **HOME Investment Partnership Tenant Based Rental Assistance (HOME TBRA)**

### **Tool Kit**

Revision Date: May 2020

## **Copyright**

Copyright ©2020 by Kentucky Housing Corporation. All rights reserved.

Published in the United States of America by:

Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601

Author: Kentucky Housing Corporation  
[www.kyhousing.org](http://www.kyhousing.org)

## **Notice**

This toolkit serves as a reference for the Kentucky Housing Corporation's administration of the HOME Investment Partnership Tenant Based Rental Assistance (HOME TBRA) program. The purpose of this toolkit is to provide tools and resources to partner agencies to assist in achieving and maintaining compliance with applicable laws and program regulations and to administer programs more effectively and efficiently.

To the best of our knowledge, the information in this publication is accurate; however, neither Kentucky Housing Corporation nor its affiliates assume any responsibility or liability for the accuracy or completeness of, or consequences arising from, such information. Changes, typos, and technical inaccuracies will be corrected in subsequent publications. This publication is subject to change without notice. The toolkit contains resources and forms used to implement the HOME TBRA program. The toolkit is not inclusive of all resources needed to successfully administer this project.

Please contact a KHC program representative if you have questions or need additional assistance with materials within this toolkit.

Revision Date: May 2020

## **About HOME TBRA**

The HOME TBRA Program provides temporary assistance to individual households to help them afford the housing costs of market-rate units. HOME TBRA assistance helps the individual households, rather than subsidizing a particular rental unit. The assistance moves with the client/tenant. If the household no longer wishes to rent a particular unit, the household may take its HOME TBRA and move to another rental property. The level of HOME TBRA subsidy varies. The subsidy is based on the income of the household, the unit the household selects, and the payment standards. HOME TBRA may also be used to help pay for security deposit and utility deposits.

## **Basic HOME TBRA Overview**

***\* Refer to 24 CFR Part 92 for all eligible costs and requirements.***

The HOME TBRA Program provides funding for:

- Rental Assistance
- Security Deposits
- Utility Deposits (must be in conjunction with Security Deposit or Rental Assistance)
- Utility Assistance Payments in conjunction with Rental Assistance
- Project Administration (also known as the Admin Fee)

## Contents

*Click on rectangle links to access pages, forms, and websites*

### **Tools**

KHC's HOME TBRA Policy Manual

*\*Agency to Insert\** Funding Agreement

Step-by-step Instructions for HOME TBRA

Form 200 - Client File Checklist

### **Resources**

KHC Conflict of Interest Guidance

Fair Housing Guidance & updated protected classes

List of relevant regulations

### **Helpful Links**

- [HCA Help desk](#)
- [KHC's HOME TBRA webpage](#)
- [HUD's HOME TBRA webpage](#)
- [HQS Checklist \(PDF\)](#)
- [HQS Checklist with Instructions \(PDF\)](#)
- [HUD's Fair Housing Equal Opportunity web page](#)
- [HUD's Lead-based paint web page](#)
- [OMB requirements: 2 CFR 200](#)

### **Mandatory Standard Forms**

#### **General Forms**

- [Form 201 – Application for Assistance](#)
- [Form 158 – Verification of Receipt of Required Documents](#)
- [Form 205 – Personal Declaration \(used at annual recertification\)](#)
- [Form 300 – General Conflict of Interest statement](#)



## **Mandatory Standard Forms (Continued)** *Click on rectangle links to access forms*

### **Disability Verification\***

\*Please Note: Disability award letter from SSA or SSI will suffice for disability verification; however, if the award letter is unattainable, you must use this form

- Form 123 – Verification of Disability

### **Income Documentation\***

\*Please Note: The preferred method of income/asset verification is two months of source documents. If 2 full months' worth of source documents are unattainable, the applicable forms below should be used:

- Form 138 - Verification of Employment
- Form 151 - Zero Income Certification
- Form 152 - Household Budget Declaration for Zero Income Certification
- Form 156 - Verification of Child Support
- Form 161 - Child Support Affidavit
- Form 140 - Affidavit of Self Employment Income
- Form 141 – Net Income Calculation
- Form 157 - Verification of Informal Support
- Form 159 - Verification of Benefits or Pension
- Form 160 - Verification of Assets
- Form 206 – Zero Asset Certification
- Form 162 – Verification of Insurance policy
- Form 170 – General Phone Verification
- Form 137 - Income Verification Due Diligence

### **Expense Documentation\***

\*Please Note: The preferred method of expense verification is source documents. If source documents are unattainable, the applicable form below should be used:

- Form 150 - Child Care Expense Verification
- Form 153 - Attendant Care Expense Verification (Disability related expense)
- Form 154 - Auxiliary Apparatus Expense Verification (Disability related expense)
- Form 155 - Medical Expense Verification

### **Program Documentation**

- Form 202 - Rent Reasonableness Checklist and Certification
- Example - Completed Rent Reasonableness Checklist
- Instructions for Completing rent reasonableness
- Instructions for Calculating Utility Allowance
- Form 203 – Lead Visual Assessment & Screening Worksheets
- HUD Form HQS Short form 52580

**Program Documentation (Continued)** *Click on rectangle links to access forms*

- [Form 301 - Request for Unit Approval](#)
- [HOME TBRA Contract](#)
- [HOME TBRA Lease Addendum](#)
- [VAWA Lease Addendum](#)
- [VAWA General Information](#)
- [HCA VAWA Training Aid](#)
- [HUD 5380 - VAWA Notice of Occupancy Rights](#)
- [HUD 5381 - Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking](#)
- [HUD 5382 - Certification of Domestic Violence](#)
- [HUD 5383 - Emergency Transfer Request](#)

**Sample Forms**

**Personnel Activity Reports (PARs)\***

\*Please Note: PARs are required when TBRA Admin fee is used to pay staff labor costs

- [Sample- Blank PAR](#)
- [Guidance for completing PAR](#)



# **Kentucky Housing Corporation**

## **HOME Investment Partnerships Program Tenant-Based Rental Assistance (HOME TBRA)**

**NOTE: This manual outlines the policies pertaining to the HOME TBRA program only. For additional information please refer to 24 CFR Part 92.**

**A separate policy manual is available for HOME & Affordable Housing Trust Funds (AHTF) Homebuyer and Homeowner Rehabilitation programs.**

**Version: March 2017**

## Copyright

Copyright ©2017 by Kentucky Housing Corporation. All rights reserved.

No part of this document may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from Kentucky Housing Corporation.

Published in the United States of America

by: Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601

Author: Kentucky Housing  
Corporation [www.kyhousing.org](http://www.kyhousing.org)

## Notice

This manual serves as a reference for the Kentucky Housing Corporation's administration of the HOME Investment Partnerships Program Tenant-Based Rental Assistance program (TBRA).

To the best of our knowledge, the information in this publication is accurate; however, neither Kentucky Housing Corporation nor its affiliates assume any responsibility or liability for the accuracy or completeness of, or consequences arising from, such information. Changes, typos, and technical inaccuracies will be corrected in subsequent publications. This publication is subject to change without notice. The information and descriptions contained in this manual cannot be copied, disseminated, or distributed without the express written consent of Kentucky Housing Corporation. This document is intended for informational purposes only. The manual contains resources and forms used to implement project(s) using HOME TBRA. The manual is not inclusive of all resources needed to successfully administer a project.

Please submit a request to the Housing Contract and Administration (HCA) Help Desk at <https://kyhmis.zendesk.com/home> if you have questions or need additional assistance with materials within this manual.

Version: March 2017

# Table of Contents

*Click on rectangle links to go to pages*

## Contents

<b>Program Purpose</b>	4
<b>Application Criteria</b>	4
<b>Eligible Applicants</b>	4
<b>Public Information and Open Records Act Request</b>	5
<b>Minimum Thresholds</b>	5
<b>Maximum Funding Requests</b>	5
<b>Match and Leverage Requirements</b>	6
<b>State Clearinghouse Review</b>	6
<b>Program Requirements and Administration</b>	6
<b>Administration Plan</b>	6
<b>Eligible Costs (Activities)</b>	6
<b>Ineligible Costs (Activities)</b>	7
<b>Income Eligibility for TBRA Beneficiaries (Tenants)</b>	7
<b>Calculating Household Income:</b>	8
<b>Tenant Selection Requirements</b>	8
<b>Eligible TBRA Units and Rent Reasonableness</b>	9
<b>Property and Occupancy Standards</b>	10
<b>Lease Requirements</b>	10
<b>Calculating the Rental Subsidy</b>	11
<b>Minimum Tenant Payment</b>	12
<b>Selecting a Payment (Rent) Standard</b>	12
<b>Length of TBRA Assistance</b>	12
<b>Deposit Assistance</b>	13
<b>Structure and Repayment of KHC Subsidy</b>	13
<b>Recapture of Funds</b>	13
<b>Project Completion</b>	14
<b>Recordkeeping</b>	14
<b>Additional Program Administration</b>	14
<b>Draw Requests</b>	15
<b>Compliance Monitoring</b>	15
<b>Resources</b>	15

# **HOME Investment Partnerships Program Tenant-Based Rental Assistance Policy Manual**

**NOTE:** This manual outlines the policies pertaining to the HOME TBRA program only. It is the responsibility of HOME TBRA project applicants and grant subrecipients to read, understand, and comply with the HOME Final Rule, 24 CFR Part 92, as well as the documents and notices listed below.

- 24 CFR Part 92
- KHC's Consolidated and Annual Action Plans
- KHC's HOME TBRA Policy Manual
- KHC's HOME TBRA Application Guidelines
- KHC's HOME TBRA Grant Agreement
- HUD Notices and Updates
- KHC's HOME TBRA Toolkit
- KHC's eGram Notices
- Any other relevant state and federal laws, policies, and regulations not otherwise listed above.

## **Program Purpose**

The purpose of the HOME Program is to expand the supply of quality, affordable housing for low- and very low-income households. Created by Congress in 1990, the HOME Investment Partnerships Program (HOME) provides funding to applicants for various types of affordable housing production and rehabilitation and to provide Tenant-Based Rental Assistance (TBRA) to low- and very-low income households throughout the Commonwealth. Kentucky Housing Corporation (KHC) administers and monitors the program for the U.S. Department of Housing and Urban Development (HUD), awarding funding to eligible applicants, including local governments, housing authorities, private developers, and nonprofit housing providers.

## **Application Criteria**

### **Eligible Applicants**

In order to be eligible to participate in the HOME Program, an applicant must be deemed to be in good standing by the Secretary of State of the Commonwealth of Kentucky and in compliance with the requirements of 24 CFR §92.505 and all OMB requirements at 2 CFR §200.

Eligible applicants include private developers, nonprofit organizations, Community Housing Development Organizations (CHDOs), faith-based and community service organizations, and units of local government in Kentucky.

**Note: TBRA is not a CHDO set-aside eligible activity; however, CHDOs are not precluded from applying for TBRA projects.**

Applicants that meet the criteria for TBRA established by HUD may apply for funding in the competitive TBRA funding process. Applicants who are deemed ineligible as a result of KHC's suspension and debarment policy may not participate in any project that receives KHC resources. Refer to the *Minimum Thresholds* section below for additional stipulations.

The city of Owensboro, the merged governments of Lexington/Fayette and Louisville/Jefferson counties and the consortia consisting of the cities of Covington, Ludlow, Newport, Bellevue, and Dayton receive a direct allocation of HOME funds from HUD. Projects within these areas are not eligible to apply for KHC's HOME TBRA funds.

### **Public Information and Open Records Act Request**

Applicants are advised that materials contained in TBRA applications are subject to the requirements of the Kentucky open records laws at KRS 61.870.884 and the application materials may be viewed and copied by any member of the public. Applicants seeking to claim a statutory exemption to disclosure from open records requests, which may be made, must place all documents viewed as confidential in a sealed envelope marked "confidential". Applicants must be aware that if an open records request is made for any of the application materials, KHC will make an independent determination of confidentiality and may or may not agree with the applicant's determination regarding the confidentiality of the materials.

### **Minimum Thresholds**

In addition to meeting basic eligibility criteria, additional minimum thresholds may be set by KHC during the TBRA competitive funding round. Such thresholds will be outlined in specific TBRA funding round application guidelines.

Threshold waivers will be granted on a case-by-case basis at KHC's sole and absolute discretion. Agencies wishing to request a threshold waiver must complete the online Housing Contract Administration (HCA) Project Waiver/Modification Request form prior to the application submission deadline following the specific timeframes outlined in the TBRA funding round application guidelines.

### **Maximum Funding Requests**

KHC limits the amount of funds an applicant may request.

KHC reserves the right to award lessor or greater amounts than requested. This determination may be based on such factors as the capacity of the applicant or administrator, a project's readiness to proceed, the number of applications received, geographic distribution of funds, and any other factors that KHC deems appropriate and necessary.

TBRA awards are for a two-year period, unless otherwise stated.

### Match and Leverage Requirements

There is no match or leverage requirement for TBRA.

### State Clearinghouse Review

The Kentucky State Clearinghouse review is not applicable to HOME TBRA.

## Program Requirements and Administration

### Administration Plan

All subrecipients must develop written policies and procedures (Administration Plan) describing how they will administer their HOME TBRA program. Administration Plans must be in accordance with the policies included herein, 24 CFR 92, and all other policies and regulations relevant to the administration of the HOME TBRA program.

### Eligible Costs (Activities)

#### TBRA program funds may be used:

- To provide rental assistance to help pay the cost of monthly rent and utility costs for up to 24 months. (Extension of assistance for up to an additional 24 months may be allowed. Refer to the *Length of TBRA Assistance* section for more information).
- To pay security and/or utility deposits.
  - *Security deposit assistance* may be provided as long as the procedures in §92.209(j) are followed and regardless of whether the tenant is receiving on-going tenant-based rental assistance.
  - For those jurisdictions which have adopted the Uniform Residential Landlord Tenant Act, security deposit is defined as “an escrow payment made to the landlord under rental agreement for the purpose of securing the landlord against financial loss due to damage to the premises occasioned by the tenant’s occupancy other than ordinary wear and tear.”
  - The amount of a security deposit may not exceed the equivalent of two month’s rent for the unit.
  - *Utility deposit assistance* may be provided **only in conjunction with** either rental assistance or a security deposit program.
- To cover related soft costs for a TBRA project which includes unit inspections and income determinations.

#### TBRA administrative (admin) funds may be used:

- To pay for reasonable planning and administrative expenses associated with operating a TBRA program. Administration of TBRA is eligible only under general management oversight and coordination under §92.207(a).



### **Ineligible Costs (Activities)**

**HOME TBRA funds may not be used for the following activities:**

- Application fees for housing units.
- Applicant background checks.
- Telephone and cable deposits.
- Landlord vacancy and/or damage claims.
- Down payment and/or closing costs in conjunction with a lease-purchase program.
- To make commitments to specific owners for specific projects. Tenants must be free to use the assistance in any eligible unit.
- To assist resident owners of cooperative housing that qualifies as homeownership housing. Cooperative and mutual housing may qualify as either rental or owner-occupied housing, depending on the provisions of the agreement applying to the unit.
- To prevent displacement of or provide relocation assistance to tenants as a result of activities other than the HOME Program.
- To provide TBRA to homeless persons for overnight or temporary shelter. Any HOME TBRA subsidy must be sufficient to enable a homeless person to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS).
- To provide assistance for more than 24 months. The term of rental assistance contract providing assistance with HOME funds may not exceed 24 month, but may be renewed, subject to the availability of HOME funds.
- To duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30 percent of income. For example, if the household is already receiving assistance under the Section 8 Housing Choice Voucher Program (Section 8), the household may not also receive assistance under a HOME TBRA program.
- To provide assistance outside of the agency's service area.

### **Income Eligibility for TBRA Beneficiaries (Tenants)**

There are two key rules regarding the income eligibility of households under a HOME TBRA program—initial income and income at annual recertification:

- **Initial Income Eligibility:** Income of participating households must be verified before assistance is provided. Income limits are established by household size and revised annually by HUD. For initial income eligibility, a household qualifies for TBRA assistance if its **annual gross income does not exceed 60 percent of Area Median Income (AMI)** indicated on the HOME Income Limits. Programs must ensure that 20 percent of all households served have an income that does not exceed 50 percent AMI.
- **Annual Recertification Income Eligibility:** The subrecipient must recertify family income, size and composition at least annually. Income limits are established by household size and revised annually by HUD. A household may still be served with HOME TBRA so long as its income does not exceed 80 percent AMI (HUD's Low-Income Limit) **after** project entry. If at annual recertification a household's income exceeds 80 percent AMI, the household is no longer eligible for HOME TBRA and assistance can no longer be provided. The subrecipient must give reasonable (minimum of 30 days) notice to the tenant and the owner.

### Calculating Household Income:

- Household income: Household income under HOME-funded TBRA program must be calculated using the definition of annual income at 24 CFR Part 5 (Section 8).
- The subrecipient must determine annual income by reviewing source documents for at least two months, evidencing annual income (for example, wage statement, interest statement, unemployment compensation) for the TBRA-assisted household.
  - Income and asset source documentation for new TBRA recipients is good for a six-month period. If TBRA assistance is not provided before the six months has expired, the household's income eligibility must be reviewed again before assistance may be provided.
  - Income eligibility criteria must be met regardless of the type of TBRA program operated by the subrecipient (e.g., rental assistance, utility deposits, security deposits, etc.).

### Tenant Selection Requirements

Subrecipients administering HOME-funded TBRA programs **must have a written tenant selection policy** that clearly specifies how households will be selected for participation in its TBRA program. There are two major components of tenant selection –income eligibility (as referenced above) and preferences established by the subrecipient. Preferences: Subrecipients can use HOME-funded TBRA programs to support a variety of local goals and initiatives, including the establishment of preferences.

- Residency preference: The subrecipient may opt to establish a residency preference as part of its community-wide program. A residency preference requires TBRA participants to be residents of the subrecipient service area, but must adhere to the following:
  - Subrecipients may establish a residency preference as long as the application of the preference does not have the effect of discriminating on the basis of race, color, religion, sex, nation origin, disability, familial status, age, sexual orientation, gender identity, or marital status.
  - The subrecipient's definition of "resident" must include persons who currently reside in the service area, and those who are currently working or have a verified job offer in the service area
  - Subrecipients may **not** establish a requirement for minimum length of residency.
- Preferences for targeted populations: Subrecipients are permitted to design local selection criteria that meet the housing needs of specific populations.
  - Preferences for persons with disabilities: Subrecipients may establish a preference for individuals with mental or physical disabilities.
    - Generally, TBRA and related services may be made available to **all** persons with disabilities that can benefit from such services.
    - Subrecipients may also provide a preference for a specific category of individuals with disabilities (e.g., persons with AIDS or severe mental illness) if the specific category is identified in the Consolidated Plan as having unmet needs and the preference is needed to narrow the gap in benefits and services available to such persons. In addition, the provision of assistance must be

necessary to provide housing, aid, benefit, or services that are as effective as those provided to others.

- Preferences for persons with other special needs: Subrecipients may establish a preference for individuals with special needs (seniors, homeless persons, etc.).
  - TBRA may be provided exclusively to persons with a particular type of special need, if the specific category of need is identified in the Consolidated Plan as having unmet need and the preference is necessary to bridge the gap in benefits and services received by such persons.
  - As with the general TBRA program, appropriate **non-mandatory** social services may be provided in conjunction with the TBRA.
- Selection for TBRA assistance may be conditioned on successful participation in a self-sufficiency program. The family's failure to continue participation in the self-sufficiency program is not a basis for terminating the assistance; however, renewal of the assistance may be conditioned on participation in the program.
- Tenants on Section 8 waiting list: HOME TBRA Program Participants do not jeopardize their position on the local Section 8 waiting list while receiving HOME TBRA assistance. If Section 8 assistance becomes available, recipients of TBRA will qualify for tenant selection preferences to the same extent as when they received HOME TBRA under this subsection.
- Eligibility may NOT be contingent upon participation in medical- or disability-related services, and cannot be administered in a manner that limits opportunities for persons with disabilities.

#### **Eligible TBRA Units and Rent Reasonableness**

The HOME TBRA program offers households great flexibility in selecting a housing unit. Households must be free to select the unit of their choice.

- **Public or private:** Units under the TBRA program may be publicly- or privately- owned. Publicly-owned units include public housing, Section 811, Section 202, HOPE 6, Continuum of Care, and HOPWA.
- **Combining rental assistance with another rental assistance program:** HOME TBRA rental assistance **cannot** be provided to a program participant who is receiving tenant-based rental assistance (e.g. Section 8 or Continuum of Care rental assistance) or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources.
- **Combining security and utility deposit assistance with another security or utility deposit program:** HOME TBRA security and utility deposit assistance **cannot** be provided to a program participant who is receiving security deposit or utility deposit assistance through other public sources.
- **Rents must be reasonable:** Subrecipients must disapprove a lease if the subrecipient determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- **HOME-funded units are OK:** Households may select units developed or rehabilitated with HOME assistance. However, the subrecipient may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.

- **Portability is an option:** Subrecipients may allow eligible TBRA participants to use their TBRA assistance in units within their service area. KHC does not allow TBRA assistance to be used outside of the subrecipient's service area.

### **Property and Occupancy Standards**

The Section 8 Housing Quality Standards (HQS) must be used for HOME TBRA activities. Inspection to verify compliance with HQS and occupancy standards are made both at initial move-in and annually during the term of the TBRA assistance. If security deposit assistance alone is provided, an inspection is required only at the time the PJ provides the security deposit assistance.

### **Occupancy Standards**

- The subrecipient must develop local occupancy standards that specify the number of bedrooms needed by households of various sizes and composition.
- **Eligible unit size:** The occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible.
- When the household is selected for the HOME TBRA program, the subrecipient should counsel the household about the unit size for which the household is eligible.
  - If the household will be permitted to select a unit that is larger or smaller than the eligible unit size, the subrecipient should explain the impact of this choice on the tenant's payment.
  - The subrecipient may refer the household to appropriate units, but may not require the household to select the referral unit.
- Subrecipient must ensure that the property complies with standards and requirements for as long as the unit is occupied by a TBRA recipient.
  - The subrecipient must conduct an annual inspection to ensure that the unit still meets HQS.
  - The subrecipient must also ensure that the unit is the appropriate size for the household in order to meet the occupancy standard.

### **Lease Requirements**

- TBRA may be provided through an assistance contract with an owner that leases a unit to an assisted household or directly to the household. In either case, KHC requires subrecipient to approve the lease between the household and the owner.
- The tenant's lease must comply with the requirements in §92.253(a) and (b).
- **Written lease:** The lease between the owner and the TBRA recipient must be in writing and signed by both parties. A written lease is required regardless of what the state considers as a legal lease. The subrecipient must review the lease.

- **Term:** The term of the lease between the tenant and the owner must be **at least one year**, unless both agree otherwise.
- **What the lease may not say:** The lease **may not** contain the following provisions:
  - Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a law suit brought in connection with the lease;
  - Agreement by the tenant that the owner may take, hold, or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
  - Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
  - Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
  - Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
  - Agreement by the tenant to waive a trial by jury;
  - Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision;
  - Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court; or
  - Agreement by the tenant to participate in any specific supportive services as a term or condition of the lease. Services may not be mandatory.
- **Termination:** The subrecipient must establish standards it will use to approve or reject a lease relating to when a landlord may elect to terminate or refuse to renew the lease of a TBRA household. These standards must be in writing. They must also be included within the lease and/or in the contract between the subrecipient and the tenant.
- **Rent increases:** The subrecipient must review and approve rent increases by the landlord renting to tenants participating in the TBRA program. Owners may adjust rents as leases are renewed (generally annually). The subrecipient must disapprove a lease if the rent is not reasonable.

### Calculating the Rental Subsidy

- KHC has elected to utilize the Section 8 Housing Choice Voucher method (24 CFR Part 982) to calculate subsidy amounts. Subrecipients must utilize the KHC HOME TBRA Subsidy Worksheet located on the HCA Help Desk at <https://kyhmis.zendesk.com/home>.
- **Maximum TBRA payment (subsidy):** The maximum amount that the HOME TBRA **program** may pay to assist any given household is the difference between 30 percent of the household's **adjusted** monthly income using the requirements in 24 CFR Part 5.611 and the rent limit established by the subrecipient, known as the payment (rent) standard. This gap is then the constant amount of the monthly TBRA assistance. The household is free to select an actual unit

that costs more or less than the subrecipient's payment (rent) standard. **NOTE: KHC typically refers to the rent limit as the payment standard. However, the term *payment standard* means the same thing as the term *rent standard*, which is used in 24 CFR Part 92.**

- Regardless of whether the unit cost of the actual unit selected is more or less than the payment (rent) standard, the monthly TBRA to the household remains fixed at the gap between what the household can afford and the subrecipient's payment (rent) standard.
  - **Unit costing more:** If the household selects a unit costing more than the payment (rent) standard, the household's monthly payment will exceed 30 percent of its monthly adjusted income. Should a household elect a unit that exceeds the subrecipient's payment (rent) standard, the subrecipient should obtain documentation signed by the household that it understands the unit is considered unaffordable to their income level.
  - **Unit costing less:** If the household selects a unit costing less than the payment (rent) standard, the household's monthly payment will be less than 30 percent of its monthly adjusted income.

### **Minimum Tenant Payment**

The HOME Program rules require the subrecipient to establish a minimum tenant payment. **Minimum tenant payment:** The subrecipient may use its discretion in setting this minimum payment level. The minimum payment may be established at a dollar figure (such as \$50) or at a percentage of income (such as 10 percent of monthly income). KHC allows the minimum tenant payment to be as low as \$0.

### **Selecting a Payment (Rent) Standard**

In establishing a payment (rent) standard, subrecipients may either use the current HUD Fair Market Rent (FMR) (updated and published annually by HUD) or they may set the standard at 110% of the FMR<sup>1</sup>. Whichever method is selected, it must be clearly stated in the agency's HOME TBRA Administration Plan and must be applied consistently with all assisted households.

### **Length of TBRA Assistance**

- HOME TBRA rental assistance contracts with individual households may not exceed 24 months. However, contracts **can** be renewed for up to an additional 24 months and every 24 months thereafter, subject to availability of HOME funds.
- In circumstances where the payment is made directly to the **landlord**, the 24 month period begins on the first day of the lease and ends upon termination of the lease.
- In circumstances where the payment is made directly to the **tenant**, the TBRA payment ends when a lease is terminated. However, payments can begin again once the household enters into a new lease.

---

<sup>1</sup> Subrecipients serving Daviess County may select the FMR or 90% of the FMR.

- Rental assistance contracts may be shorter than two years. For example, if TBRA is used in conjunction with a self-sufficiency program, a subrecipient may want to have a shorter contract term, such as 18 months.

### **Deposit Assistance**

HOME regulations allow the security deposit payment to be made to the tenant or the owner and the utility deposit payment to be made to the tenant or the appropriate utility company. KHC recommends that deposit payments be made directly to an owner or utility company.

The amount of security deposit paid should be based upon local market practice. However, the maximum amount of HOME funds that may be provided for a security deposit is the equivalent of two months' rent for the unit. Only the prospective tenant, not the owner or landlord, may apply for HOME security deposit assistance.

Utility deposits may be made only in conjunction with the provision of rental assistance or security deposit programs, and cannot be operated separately as a "stand alone" program. Utility deposits may be paid for any of the tenant-paid utility services included on the utility allowance chart provided by the local public housing authority. Telephone and cable deposits are ineligible.

**Note: Funds for assistance for security deposits or utilities must be in the form of a grant to, or on behalf of, the tenant.**

### **Structure and Repayment of KHC Subsidy**

There is no repayment of HOME assistance for HOME TBRA activities by the individual households to the sponsoring agency. All HOME TBRA to individual households will be in the form of a grant. In the event of non-compliance by a sponsoring agency, repayment of HOME TBRA funds to KHC will be required.

### **Recapture of Funds**

KHC reserves the right to:

- Withdraw its conditional funding commitment if items are not submitted by the applicant by the date referenced in the commitment letter.
- Recapture funds if funds are not committed and/or expended by the dates referenced in the funding agreement, or if the project substantially changes after the funding commitment.
- Periodically review the applicant's progress toward timely commitment and expenditure of the HOME allocation. If KHC determines that the project is no longer feasible or is not progressing timely so that the imposed deadlines will be met, funds may be recaptured.
- KHC will recapture funds for any subrecipient who becomes suspended or debarred in accordance with the KHC Suspension and Debarment Policy.

Other examples of situations that constitute recapture are included in the funding agreement. Subrecipients are advised to read those requirements carefully to avoid recapture of HOME funds.

### **Project Completion**

If the project does not meet the commitment and/or expenditure deadlines as noted in the HOME TBRA grant agreement, any uncommitted or unexpended HOME project funds are subject to recapture.

### **Recordkeeping**

Recordkeeping and Record Retention requirements must be in compliance with 24 CFR 92.508. For TBRA projects, records must be retained for five years after the period of rental assistance ends or from the time the project is closed, whichever is longer.

Documentation of these requirements must be available for review by KHC's compliance monitoring staff or program staff. Subrecipients are responsible for ensuring that all records are maintained for the appropriate period of time for all HOME TBRA projects.

### **Additional Program Administration**

Additional requirements include but are not limited to:

- Each applicant must develop and utilize a standard program application form. Each household must complete the standard application form. If necessary, the agency will provide assistance in preparing the form; especially to the elderly, handicapped, non-English speaking persons, and persons who are unable to read and/or write. A *Uniform Residential Loan Application* is not considered a program application and cannot be used as such under this program.
- All households deemed ineligible for assistance must be notified in writing of such determination and the reasons for such determination. The household should also be notified of other potential resources.
- Applicants should document their efforts to ensure clients are complying with the requirements.
- Applicants must disclose all real, potential, or perceived conflicts of interest to KHC as outlined in 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of KHC funds. All conflicts of interest must be disclosed and resolved prior to providing HOME TBRA assistance to the household. For additional guidance on Conflict of Interest requirements, refer to the Compliance section of the HCA Help Desk at <https://kyhmis.zendesk.com/home>.
- HOME applicants must comply with the requirements of the Uniform Relocation Act.



- All funded projects have access to technical assistance through the Housing Contract Administration (HCA) Help Desk on an as-needed basis. The HCA Help Desk can be found on KHC's website and this link: <https://kyhmis.zendesk.com/home>
- The subrecipient is responsible for adhering to Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs. Additional information can be found at 24 CFR §5.2001- thru §5.2011.

### **Draw Requests**

All draw requests must be submitted through the Program Funding Draw Management System (PFDMS): [https://wapps.kyhousing.org/Khc\\_webdraw/u/l](https://wapps.kyhousing.org/Khc_webdraw/u/l) to set-up your account, visit the Program Funding Draw Management System and follow these steps:

1. Register/Create an account.
2. Request access to your project(s).
3. After project access is approved, create and submit the draw request.

It is recommended that you use Internet Explorer 10 or above, or the latest version of Firefox or Chrome when completing your registration. Draw requests and project set-up reports are to be submitted monthly. The final draw request must also include required closeout documentation.

If you have any questions, or need assistance registering, please review the FAQ section of the PFDMS or contact a Financial Management Specialist in the Housing Contract Administration Department.

### **Compliance Monitoring**

KHC is responsible for conducting monitoring reviews for all projects. KHC will utilize a risk assessment tool to determine the relative risk among funded entities and projects. Subrecipients will receive on-site, desk, or remote monitoring reviews based on the risk assessment. All agencies will be required to complete the Annual Project Compliance Report (APCR). Each subrecipient of HOME funds is required to make available, in a timely manner, all documentation required by KHC's Quality Assurance Staff.

### **Resources**

#### **HOME Final Rule 24 CFR Part 92**

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr92\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl)

#### **HUD Exchange**

<https://www.hudexchange.info/>

#### **HOME Tenant-Based Rental Assistance Guidance**

<https://www.hudexchange.info/home/topics/tenant-based-rental-assistance/>

#### **2 CFR Part 200 Uniform Administrative Requirements**

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

#### **HCA Help Desk**

<https://kyhmis/zendesk.com/home>

**KHC HOME Investment Partnerships Program Tenant-Based Rental Assistance Tool Kit**  
Located on the HCA Help Desk at <https://kyhmis/zendesk.com/>

**Technical Guide for Determining Income and Allowances for the HOME Program**

<https://www.hudexchange.info/resource/786/technical-guide-for-determining-income-and-allowances-for-the-home-program/>

This guide book provides information on calculating income of program participants. It reviews general requirements for determining and calculating income in order to determine program eligibility, provides an overview of the three allowable definitions of income, and reviews how to determine income using each of the three definitions.

**Section 8 Method of Income Calculation of Annual Income 24 CFR Part 5.609**

<https://www.gpo.gov/fdsys/granule/CFR-2000-title24-vol1/CFR-2000-title24-vol1-sec5-609>

**Section 8 Method of Income Calculation of Adjusted Income 24 CFR Part 5.6.11**

<https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-sec5-611/content-detail.html>

**HOME Income Limits**

<https://www.hudexchange.info/home/>

**HUD Fair Market Rents**

<https://www.huduser.gov/portal/datasets/fmr.html>

**Housing Quality Standards (HQS)**

[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/hcv/hqs](https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/hqs)

**Violence Against Women Act (VAWA) Requirements for HUD Programs**

<https://www.hudexchange.info/resource/4718/federal-register-notice-proposed-rule-violence-against-women-act-2013-vawa-2013/>

**\*Agency to Insert\***

## HOME TBRA Funding Agreement

(Funding agreements are subject to change with every allocation)

# HOME TBRA STEP-BY-STEP

These Step-By-Step Instructions detail the normal process for administering a HOME TBRA program and assumes the client is in search of an affordable unit. For programs that assist clients in a unit the client is already leasing, some of the steps may slightly differ.

## INITIAL LEASE UP

### **Step 1 –Application Phase**

1. Accept **Application for Assistance (HCA-201)** – Should be completed by member of the household and not agency staff (except when a household member requests assistance with completing application).
2. **General Authorization to release** – KHC’s HOME TBRA program no longer uses a General Authorization to Release form due to VAWA requirements that the authorization be time and information specific. Rather it is recommended that the specific authorization at the top of each verification form be executed by applicants giving the HOME TBRA Administrator the authorization to verify income, assets, and other information.
3. **Verification of Receipt of Required Documents (HCA-158)** – This form documents that the client has received copies of required policies and forms.
4. **Criminal History** – **HOME TBRA does NOT require a criminal background check**, this is something a landlord might do, but is not recommended for the HOME TBRA Administrator, because it can screen clients out rather than screening clients in. However, if your agency chooses to make this part of the application process, your agency must disclose this to the applicant prior to application, including a description of how criminal history will be used by your agency and what will constitute a denial. The process and procedures must be detailed in your written HOME TBRA Admin Plan. This is not an eligible HOME TBRA expense for subrecipients.
5. **Credit History** – **HOME TBRA does NOT require a credit check**, this is something a landlord might do, but is not recommended for the HOME TBRA Administrator, because it can screen clients out rather than screening clients in. However, if your agency chooses to make this part of the application process, your agency must disclose this to the applicant prior to application, including a description of how credit history will be used by your agency and what will constitute a denial. The process and procedures must be detailed in your written HOME TBRA Admin Plan. This is not an eligible HOME TBRA expense for subrecipients.
6. **All applicants must be treated fairly and consistently.** If you pull criminal and/or credit history on one client, you must pull it on all adult household members and for all households.
7. **Client/tenant files** –A tenant file should be created for each household per each HOME TBRA allocation. You may choose to use the **Client File Checklist**, included in this toolkit, or create your own. to ensure files are complete.
8. **TIP:** The agency staff member reviewing the Application for Assistance should indicate they have reviewed the application by marking their initials and date in the bottom right hand corner of the application document.

9. **Waiting list** – Place all applicants on the waiting list in the order in which the application was received, pending verification of all necessary information. If your agency is using HOME TBRA as part of Coordinated Entry, you will not keep a separate waiting list, you will pull your applicants from the LPC Coordinated Entry list.

## Step 2 – Determine Eligibility

1. Applicants are selected from the waiting list in the order established by the TBRA administrator's preference policy or from the LPC Coordinated Entry list by LPC Policies.
2. To determine eligibility the TBRA Administrator must verify: preference status, household size and composition, household income & assets, and any potential income adjustments.
  - a. The household's eligibility for **preference status** (if the TBRA Administrator has a preference identified in the HOME TBRA Admin plan and on the client application. This must be done prior to assistance given)
  - b. The **household's size and composition** to determine the unit size for which the household qualifies based on agency occupancy standards. Obtain identification documents. Driver's license, state issued ID's, social security cards, birth certificates, and custody agreements are some of the documents that can verify household members.
  - c. **Household income & Assets**
    - i. Income and assets must be verified by obtaining two months **source documents**. **If you are unable to obtain two full months of source documents, then obtain source documents for what you can, and then utilize the income verification forms included in the HOME TBRA Tool Kit.** Under no circumstances should the applicant be given the duty to deliver forms to the source of the income or asset for completion. The applicant should sign the authorization section at the top of the form, and then the HOME TBRA Administrator must deliver (email, fax, regular mail, or deliver in person) the form directly to the source of the income and the source must deliver (email, fax, regular mail, or deliver in person) back to the HOME TBRA Administrator
    - ii. KHC utilizes the Section 8 method of income calculation. You will calculate income according to the regulations at 24 CFR 5.609 and document this calculation on the subsidy calculation worksheet on Tab # 1. The Gross Annual Income of the household must be 60% AMI or less to qualify for KHC's HOME TBRA program, in addition, 20 % of all households served must be under 50% AMI.
    - iii. If an applicant is determined to be over income, the client must be notified in writing of this decision and given a copy of the agency's appeals process in the event the client wants to appeal the decision
  - d. Any **income adjustments** for which the household qualifies. Asking applicants/clients about income adjustments is mandatory, not optional. The updated application and personal declaration now have questions to ensure the subrecipient is gathering this information. You can find the regulations for the income adjustments at 24 CFR 5.611
    - i. **Dependent allowance** – dependents is defined as a member of the household (except foster children or foster adults) other than the head, co-head of household, who is under 18 years of age, or is a person with a disability, or is a full-time student.
    - ii. **Elderly adjustment** – verify age with source documents such as: driver's license, state issued ID, or birth certificate

- iii. **Disability adjustment** – verify disability with source documents such as: Social Security Disability Income (SSDI) determination/award letter, Supplemental Security Income (SSI) determination/award letter, Verification of Disability Form (HCA - 123) that has been completed by a physician.
- iv. **Unreimbursed medical expense adjustment** – If the head or co-head of household is elderly or disabled, verify medical expenses with source documentation such as: receipts that clearly show eligible expenses, with name, address and contact information of the provider printed on the receipt; statements from providers on letterhead; or the Verification of Medical Expense form (HCA - 155) completed by the provider. Remember these must be paid expenses, not just billed expenses.
- v. **Unreimbursed disability expense adjustment** – If the expense allows the disabled household member to return to work, verify expenses with source documentation such as: receipts that clearly show eligible expenses, with name, address and contact information of the provider printed on the receipt; statements from providers on letterhead; or the Verification of Disability Expense form (HCA – 153, and/or 154) completed by the provider. Remember these must be paid expenses, not just billed expenses.
- vi. **Unreimbursed Child care expense adjustment** - If the expense allows the household member to seek or maintain employment or go to school, verify expenses with source documentation such as: receipts that clearly show eligible expenses with name, address, and contact information of provider printed on receipt; statements from providers on letterhead; or Verification of Child Care Expense form (HCA - 150) completed by the provider. Remember the expense must be reasonable and must be a paid expense, not just billed expenses.

### Step 3 – Issuing Voucher & the Briefing

1. **KHC has chosen the Voucher Method of Subsidy Calculation** – This allows the client to be more in control of their portion of the costs of the unit. They may choose to rent a unit that is over the payment standard for which they qualify, but in doing so, their portion of the cost will be more than 30% of their income. They may choose to rent a unit that is under the payment standard, and in doing so, their portion of the cost will be less than 30% of their income. This also allows the household to rent a unit that is larger or smaller than what they qualify for, again, it puts the client in charge of their portion of the costs.
2. **Performing a subsidy estimate for the household** - Complete step 1 and 2 of the subsidy calculation worksheet using the information gathered during the verification phase. When you get to the bottom portion of Step 2, where specifics are asked about the cost of the proposed unit (which may be unknown if the client has not found a unit yet) perform an estimate by assuming the household will rent a unit where the rent equals the payment standard and all utilities are included.
3. **Issuing the Voucher** – After performing the subsidy estimate, move on to step # 3 of the subsidy worksheet. The voucher outlines the requirements of the program and provides information that the household can share with the landlord. This document authorizes the household to begin their housing search. Complete the yellow highlighted sections and provide this to the household.
4. **The TBRA Briefing** – The briefing is a discussion between the agency and the household to ensure the household understands its responsibilities as well as those of the TBRA Administrator and the landlord. It also provides the household with guidance to make a more informed choice of housing. The briefing should cover:
  - a. **Roles and responsibilities** of the tenant, landlord, and TBRA Administrator
  - b. **Explanation of gross rent** (rent + utility allowance) and comparing it to the payment standard

- c. **Subsidy Calculation** and how selecting a unit over payment standard will increase the tenant's portion of the payment while selecting a unit less than payment standard will decrease the tenant's portion.
  - d. **The security deposit policy**
  - e. **Voucher expiration**, process for requesting an extension, and how much additional time the extension will allow
  - f. **Guidance of selecting a unit** that is right for the household. For instance: "Do you want/need a unit that is close to work, transportation, schools, grocery stores, etc.?"
  - g. **HQS requirements** and how to ask the landlord for repairs when needed
  - h. **Procedures for submitting a "Request for Unit Approval" (HCA-301)**. Families should be counseled on **NOT SIGNING A LEASE** until the unit has passed the HQS inspection and has been approved by the TBRA Administrator.
  - i. **Dangers of lead-based paint**
  - j. **Fair Housing** information and how to file a complaint
5. **The TBRA Administrator must not steer** a household toward a particular unit or landlord

**Step 4 – Unit / Lease Approval** – Once the household has located a unit and the landlord has agreed to participate in the program, the household and the landlord jointly submit the "Request for Unit Approval" (HCA - 301), which triggers the HQS inspection, rent reasonableness review and landlord's lease review.

- 1. **HQS Inspection** – Each unit must be inspected to confirm that it meets HUD's housing quality standards (HQS). Units may be inspected by agency staff. It is recommended that staff be trained in HQS inspections, however, instructions are available on the HQS long form (52580A). If the unit fails initially, the landlord may be given a reasonable amount of time to correct deficiencies or the household may elect to look for another unit. Agreements with landlords must not be executed until the unit passes an HQS inspection.
- 2. **Rent Reasonableness Review** – The rent for each unit must be determined to be reasonable when compared to comparable, UNASSISTED UNITS. Use form HCA 202
- 3. **Landlord's Lease Review** – The TBRA Administrator must review the owner's lease to ensure that it does not include any of the prohibited lease provisions.

**Step 5 – Final Subsidy Calculation** – Once the unit has been approved, a final subsidy calculation is required to determine the housing assistance payment (HAP), the tenant's portion of the rent, and utility assistance payment (UAP), if applicable.

**Step 6 – Contract / Lease Execution** – The TBRA Contract, the HOME TBRA Lease Addendum, The VAWA Lease Addendum and the Lease are signed by all parties.

**Step 7 – Initiation of Payments** – KHC TBRA Program is a reimbursable program. The TBRA administrator will advance funds to the landlord and then request repayment from KHC.

## **RECERTIFICATION**

Each household must be recertified annually based on the anniversary date of move-in. It is recommended that you start this process approximately 90 days prior to the actual anniversary date to ensure tenant compliance and to

allow time to obtain any necessary verifications are received timely. You should have the recertification completed early enough to allow a 30-day notice to the tenant of any adjustments to their portion of the rent payment.

**Step 1 – Personal Declaration** - The household is asked to update all household information on the Personal Declaration form (HCA 205) .

**Step 2 – Determination of household eligibility and unit eligibility** - Using the information from the Personal Declaration, follow the eligibility determination steps above (from the initial lease up section step # 2). You will verify household size and composition, income & assets, and any potential income adjustments. Perform an updated HQS inspection to ensure unit eligibility. Keep in mind that the HQS inspection and all documentation must be done **PRIOR** to the anniversary date. **TIP:** Place all documents from recertification on top of the initial certification in the tenant file, and separate with colored sheets of paper indicating the type of certification (initial or recert) and the date.

**Step 3 – Notification** - Notify the landlord and tenant of the updated amounts, whether or not the rent portions change. The new rent should take effect on the anniversary date, **HOWEVER YOU MUST GIVE A FULL 30-DAY NOTICE OF ANY RENT INCREASE** or utility assistance payment decrease, so if you are late getting the recert done, the rent increase may not take effect until the following month. Keep copies of all correspondence in the tenant file.

### **INTERIM CHANGES**

Households are not required to report income changes until the Annual Recertification process; however, households are encouraged to request “Interim Recerts” if the household experiences an income decrease. Follow all three steps for **RECERTIFICATION ABOVE FOR INTERIM CHANGES** except, decreases in the tenant portion of rent or an increase in household utility assistance payment (UAP) do not require a 30-day notice. The decrease will take effect immediately. For example, a change of income is reported and verified on May 20<sup>th</sup>, starting June 1, the tenant’s portion would be the lesser amount.

### **OTHER INFORMATION**

1. KHC requires that all TBRA households also apply for permanent subsidized housing, (Section 8, Public Housing Authority, etc.). Written documentation should be kept in the tenant file that shows the household has applied for permanent subsidized housing. HOME TBRA is only temporary assistance.
2. TBRA administrators should maintain their financial records per OMB regulations (2 CFR 200)
3. TBRA administrators must complete W-9’s on landlords and report to the IRS rental amounts paid to landlords on form 1099.



v	HOME TBRA CLIENT FILE CHECKLIST	comments
	<b>APPLICATION PHASE</b>	
	Application for Assistance (HCA Form - 201)	
	Identification for household members (SS cards, driver's license, birth certificates, etc.)	
	Verification of Receipt of Required Documents (HCA Form - 158)	
	<b>GROSS INCOME AND ADJUSTED INCOME DETERMINATION</b>	
	Two months source documents verifying income (or appropriate HCA form)	
	Source documents verifying Assets (or HCA form - 160)	
	Source documents verifying Disability, if applicable (or HCA form - 123)	
	Source documents verifying Medical Expenses, if applicable (or HCA form - 155)	
	Source documents verifying Disability Expenses, if applicable (or HCA forms - 153 or 154)	
	Source documents verifying Child Care Expenses, if applicable (or HCA form - 150)	
	<b>SUBSIDY DETERMINATION</b>	
	Income limits	
	Occupancy standards	
	Payment standards	
	Request for Unit Approval	
	Utility Allowance Chart	
	Subsidy Calculation Worksheet (Steps 1 & 2)	
	<b>UNIT DETERMINATION AND CONTRACTUAL AGREEMENTS</b>	
	Rent Reasonableness (HCA Form - 201)	
	HQS Inspection (HUD 52580 or HUD 52580-A)	
	Lead Visual Assessment and Worksheets (HCA Form 203)	
	Lease	
	TBRA Lease Addendum	
	VAWA Lease Addendum	
	TBRA Contract	
	<b>RECERTIFICATION</b>	
	Personal Declaration - ( HCA form 205) if additional members, client identification	
	Updated gross income and adjusted income determination (all steps from above)	
	Updated unit determination and contractual agreements	
	<b>CORRESPONDENCE, MOVEOUT INFO, ASSISTANCE PAYMENTS</b>	
	Copies of all written correspondence between agency, client and landlord	
	Termination letter, if applicable	
	Move out documentation	
	Complaints & investigations	
	Copies of Payments made on client's/tenant's behalf and supporting documentation	



## Housing Contract Administration

---

---

### Conflict of Interest

---

---

**December 2016**

## GUIDELINES

Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601  
**(502) 564-7630**



***Kentucky Housing Corporation prohibits discrimination based on race; color; religion; sex; national origin; sexual orientation; gender identity; ancestry; age; disability; or marital, familial or veteran status.***

# Copyright

Copyright ©2016 by Kentucky Housing Corporation. All rights reserved.

No part of this document may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from Kentucky Housing Corporation.

Published in the United States of America by:

Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601  
Author: Kentucky Housing Corporation  
[www.kyhousing.org](http://www.kyhousing.org)

## Notice

Kentucky Housing Corporation (KHC) provides this guidance as a resource for conflicts of interest that may arise through the administration of the following federal and state funding sources administered by KHC's Housing Contract Administration Department:

- HOME Single Family Production
- AHTF Single Family Production
- GAP Single Family Production
- HouseWorks Single Family Repairs
- HOME Tenant Based Rental Assistance (HOME TBRA)
- Housing Opportunities for Persons with Aids (HOPWA)
- Emergency Solutions Grant (ESG)
- Continuum of Care (COC)

To the best of our knowledge, the information in this publication is accurate; however, neither Kentucky Housing Corporation nor its affiliates assume any responsibility or liability for the accuracy or completeness of, or consequences arising from, such information. Changes, typos, and technical inaccuracies will be corrected in subsequent publications. This publication is subject to change without notice. The information and descriptions contained in this guide cannot be copied, disseminated, or distributed without the express written consent of Kentucky Housing Corporation. This document is intended for informational purposes only. This guide addresses conflicts of interest only and is not inclusive of all resources needed to successfully administer a project.

Please contact a KHC technical assistance representative if you have questions or need additional assistance.

## Contents

Section I – Conflict of Interest Policy .....	4
Types of Conflict of Interest Transactions .....	4
Due Diligence Documentation.....	4
Section II – Conflict of Interest Procedures .....	5
Step 1 - Determine if potential conflict exists .....	5
Step 2 – Notify KHC.....	5
Step 3 – Complete and submit waiver request .....	6
Step 4 – Decision .....	6
Section III – Conflict of Interest Resources .....	7
Conflict of Interest Definitions .....	7
Conflict of Interest Decision Tree .....	8

## Section I - Conflict of Interest Policy

**Kentucky Housing Corporation Conflict of Interest Policy:** All recipients are responsible for identifying situations in which a conflict of interest, whether real or perceived, may exist. If a conflict of interest is identified, the agency must request an exemption. Applicants must disclose all real, potential, or perceived conflicts of interest to KHC, regarding the receipt of, assistance provided with, or expenditure of KHC funds. All conflicts of interest must be disclosed and resolved prior to providing KHC assistance.

**Types of Conflict of Interest transactions:** This list is not all-inclusive.

- **Non-Procurement Conflict of Interest transactions:** In general, all HUD Community Planning and Development Program regulations (HOME, ESG, COC, & HOPWA) prohibit grant-assisted activity benefiting subrecipient agency employees, board members, or relatives of employees and board members.
- **Procurement Conflict of Interest transactions:** In general, 2-CFR 200 prohibits procurement of goods or services from organizations with an organizational or individual conflict of interest.
- **Kentucky Non-Profit Conflict of Interest Transaction:** KRS 273.219 – (1) A conflict of interest transaction is a transaction with the nonprofit corporation in which a director of such corporation has a direct or indirect interest...(2) For the purposes of this section, a director of a nonprofit corporation shall be considered to have an indirect interest in a transaction if: (a) Another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction; or (b) Another entity of which he is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the board of directors of the corporation.

**Due Diligence Documentation:** The recipient agency should obtain and maintain evidence that the following groups have been asked to identify potential conflicts of interests:

- Employees/volunteers – Employees and volunteers should be asked if they are:
  - Related to applicants and/or clients
  - Related to contractors, vendors, and landlords
- Board members – Board members should be asked if they are:
  - Related to applicants and/or clients
  - Related to contractors, vendors, and landlords
- Contractors/Vendors (including landlords) – Contractors, vendors, and landlords should be asked if they are:
  - Related to employees and/or board members
  - Related to the applicant and/or client being assisted\*
- Applicants/Clients – Applicants and clients should be asked if they are:
  - An employee or related to an employee
  - A board member or related to a board member

## Section II – Conflict of Interest Procedures

### Step 1: Determine if a *potential* conflict of interest exist

Potential conflicts of interest may arise from many situations. Use the decision tree located at the end of this publication to determine if the situation is or has the appearance of a potential conflict of interest. Some common examples of potential conflicts of interest are, but not limited to:

- A client presents for assistance and/or services and this client is related to someone who works at the agency or who is a board member of the agency
- A vendor or contractor hired by the agency is related to someone who works at the agency or who is a board member of the agency
- A landlord for an assisted unit is related to someone who works at the agency or who is a board member of the agency
- A board member works for a company that has been hired to perform work for the agency
- A landlord for an assisted unit is related to the client being assisted\*
- An affiliated, subsidiary, or related agency is receiving or being paid with grant funds for a product or service
- A volunteer or employee at the agency applies for assistance
- A family member of a volunteer or employee applies for assistance
- A vendor or contractor used by the agency for grant related expenditures is asked to donate money, goods, or services to an agency fund raising event

It is the subrecipient agency's responsibility to identify, disclose, and document potential conflicts of interest. Not doing so can result in findings; frozen, forfeiture or repayment of funds; suspension, debarment, and potential prosecution. Conflicts of interest are situations and not allegations. Even the appearance of a conflict is a potential conflict of interest. If you have questions on whether something constitutes a conflict of interest, you must contact KHC prior to the transaction.

### Step 2: Notify KHC

Send written communication through the HCA Helpdesk indicating you have a potential conflict of interest. A technical assistance representative will assist you through the rest of the process.

### **Step 3: Complete & submit a waiver request**

Your technical assistance representative will email you a link to access the Online Project Modification/Waiver Request form. You will complete the form and attach/upload the following documents and then submit the request:

- A. A written narrative that includes specific information about the potential conflict of interest transaction and any information you have relevant to whether it is, or is not an actual conflict of interest.
- B. A letter from the agency's legal counsel stating that there are no laws, statutes, or local ordinances which would be violated, should an exception be granted.
- C. Evidence of public disclosure of the potential conflict of interest. Example: A copy of the newspaper advertisement with the dates of publication, or a copy of minutes from a board of director's meeting (that is open to the public) in which the potential conflict of interest was disclosed and discussed.

**PLEASE NOTE: Submission of a waiver request does not authorize a subrecipient agency to engage in any activity related to the transaction that involves the potential conflict of interest. A waiver or exception is not granted until the subrecipient agency receives such determination in writing.**

### **Step 4: Decision**

Upon receipt of the waiver request documentation, KHC will submit the request to the Federal agency (e.g. HUD) for consideration, except when the conflict involves State funds, in which case, KHC legal counsel will consider those requests. With Federal funding, the Federal agency determines whether the threshold requirements are met and whether the circumstances fall within the exception criteria permitted by the regulations. KHC and/or the Federal agency may request additional information, if necessary. The subrecipient agency will receive a decision in writing. Until the written decision is received, the subrecipient agency is not authorized to engage in any activity related to the transaction.

\* HOPWA allows for a possible exception to the potential conflict of interest created between a landlord and the assisted client by means of a "reasonable accommodation." For more information please see the HOPWA rule.

## Section III – Resources

### Conflict of Interest Definitions

**Employee:** For the purpose of conflict of interest, the term employee includes both paid and unpaid (volunteers), as well as those persons paid on a contract basis, and those persons acting as agent or consultant.

**Exception:** The mechanism by which HUD waives the conflict of interest provisions.

**Family ties (i.e. what does “related to” encompass?):** The spouse, parent, child, brother, sister, grandparent, grandchild, including steps, and in-laws; and any person cohabitating with a covered person, as well as any immediate family member related by blood, marriage, or adoption, but not distant relations such as cousins, aunts, uncles, who do not reside with the covered person.

*Example # 1:* A cousin living with the covered person is a potential conflict. A cousin not living with the covered person would not be a potential conflict.

*Example # 2:* A brother or step-brother living with the covered person is a potential conflict. A brother or step-brother not living with the covered person is still a potential conflict.

**Individual Conflict of Interest:** An employee, agent, consultant, officer, elected official, or appointed official of the sub-grantee or subrecipient:

1. Who exercises or has exercised any function, or responsibility with respect to activities assisted under the funded program, *or*
2. Who is in a position to participate in a decision making process, *or*
3. Who gains inside information with regard to activities assisted under the program...

...For either him or herself, or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

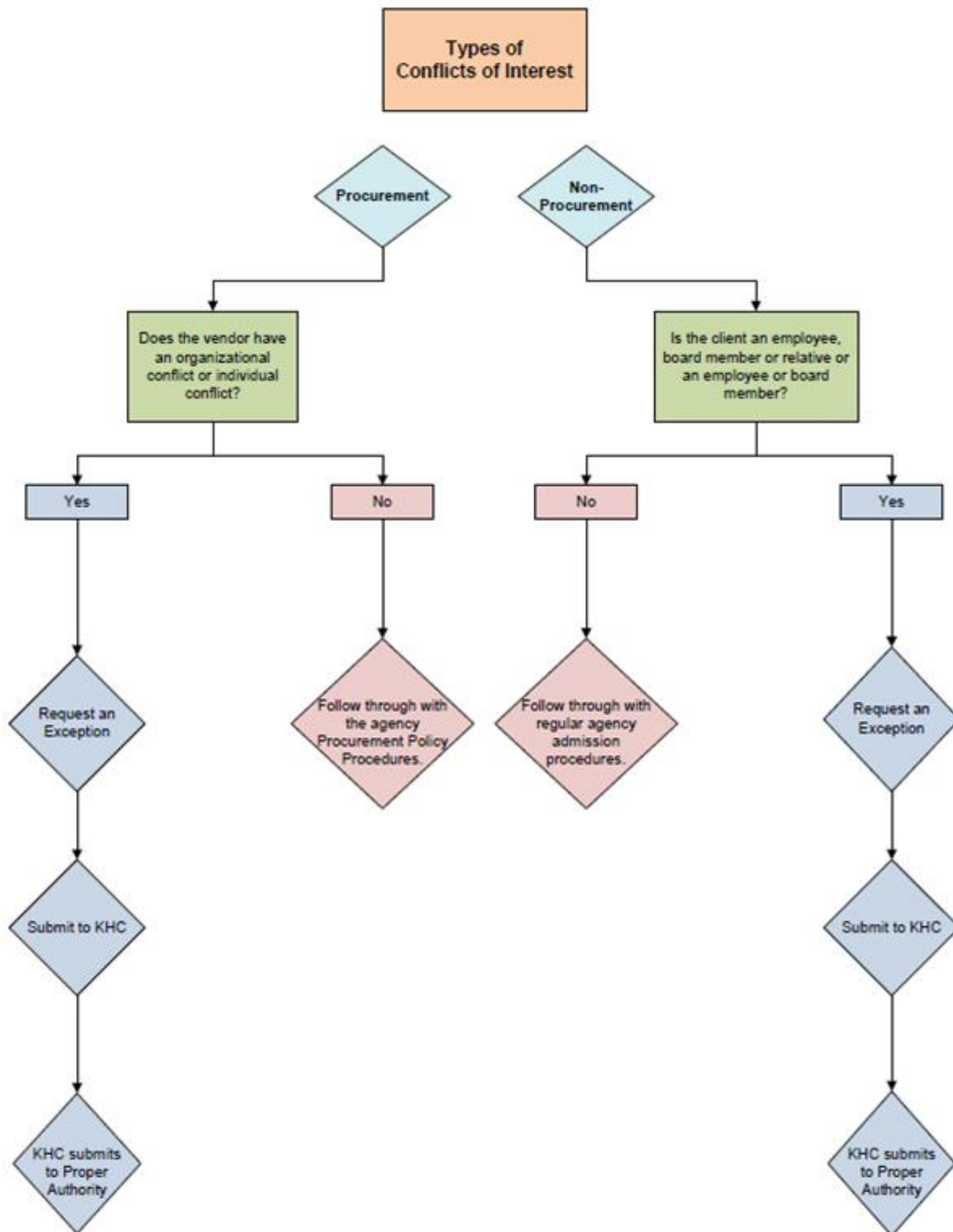
**Non-Procurement:** Transactions that do not involve the procurement of goods, or services.

**Organizational Conflict of Interest:** Because of relationships with a parent company, affiliate, or subsidiary organization, the recipient/subrecipient entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

**Procurement:** Procurement is the process of obtaining any property (purchase or lease), supplies, equipment or services. Some common services include employment, construction, engineering or architecture services, legal services, accounting services, etc.

**Vendor:** Any person or company you purchase goods or services from, including goods or services purchased on behalf of clients. Some examples are: a building contractor, a landlord, an office supply store, a consultant, a CPA, etc.





# FAIR HOUSING GUIDANCE

## HUD & KHC Protected Classes

In 2012 HUD published a rule and KHC adopted the rule that added new protected classes. There are 11 current protected classes as follows:

Race, Color, National Origin, Sex, Religion, Disability, Familial Status, Age, Sexual Orientation, Gender Identity, Marital Status

## Fair Housing Laws:

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Section 109 of Title I of the Housing and Community Development Act of 1974
- Title II of the Americans with Disabilities Act of 1990
- Architectural Barriers Act of 1968
- Age Discrimination Act of 1975
- Title IX of the Education Amendments Act of 1972

## Fair Housing-Related Presidential Executive Orders:

- Executive Order 11063 - Prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.
- Executive Order 11246 - As amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.
- Executive Order 12892 - As amended, requires federal agencies to affirmatively further fair housing in their programs and activities. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.
- Executive Order 12898 - Requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.
- Executive Order 13166 - Eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.
- Executive Order 13217 - Requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

## For more information contact:

### Lexington Fair Housing Council

207 E Reynolds Rd, # 130  
Lexington, KY 40517  
859-971-8067

[www.Lexingtonfairhousing.com](http://www.Lexingtonfairhousing.com)

### Kentucky Commission on Human Rights

332 W. Broadway, Suite 1400  
Louisville, KY 40202  
Toll-free: (800) 292-5566

[kchr.mail@ky.gov](mailto:kchr.mail@ky.gov)  
[www.kchr.ky.gov](http://www.kchr.ky.gov)

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

Assistant Secretary for Fair Housing and Equal Opportunity  
Washington, D.C. 20410

## **List of Relevant Regulations**

*Click rectangle links to view regulations*

HOME Rule – 24 CFR 92

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR 200

Section 8 method of Income Calculation of Annual Income – 24 CFR 5.609

Section 8 method of Income Calculation of Adjusted income – 24 CFR 5.611

Housing Quality Standards – 24 CFR 982.401

## **Other Federal Regulations**

Lead based paint – 24 CFR 35

Section 3 – 24 CFR 135

## Helpful Links

1. HCA Help Desk - <https://kyhmis.zendesk.com/home>
2. KHC's HOME TBRA webpage – <http://www.kyhousing.org/Development/Single-Family/Pages/HOME-TBRA-Application-Attachments.aspx>
3. HUD's HOME TBRA webpage – <https://www.hudexchange.info/programs/home/topics/tbra/#policy-guidance-and-faqs>
4. HQS Checklist PDF (Form 52580) - <https://www.hud.gov/sites/dfiles/OCHCO/documents/52580.PDF>
5. HQS Checklist PDF with instructions (Form 52580A) <https://www.hud.gov/sites/dfiles/OCHCO/documents/52580A.PDF>
6. HUD's Fair Housing and Equal Opportunity webpage - [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)
7. HUD's Lead Based Paint webpage -
8. OMB Requirements: 2 CFR 200 – <https://www.law.cornell.edu/cfr/text/2/part-200>

APPLICATION FOR ASSISTANCE

Please complete all information requested in ink. **Do not leave blanks**, if the question does not apply, enter N/A, if you do not understand a question, or if you need help completing this form, please ask. This agency may be unable to process your application if it is incomplete. If information submitted on this application, changes, please contact the office to update as soon as possible. Please print clearly.

Date of Application \_\_\_\_\_

I. Applicant Information

Applicant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Address (where you live now) \_\_\_\_\_ Social Security No. \_\_\_\_\_

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

Mailing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

II. Household Member Information: Please list all persons who will live in the assisted unit beginning with the applicant.

PLEASE PROVIDE IDENTIFICATION FOR EACH HOUSEHOLD MEMBER (such as: driver’s license, state issued ID, social security cards, birth certificates, etc.). If applicable, please provide custody court orders. If you do not have this information, please make agency staff aware, so they may assist you in obtaining proper documentation.

Name	Sex	Relationship to Applicant	Date of Birth	Place of Birth	Social Security Number	*Race
						or Hispanic
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\*Race: White, Black, American Indian/Alaska Native, Asian or Pacific Islander, Hispanic, Other

You are not required to report if someone in your household has a disability, however, if a household member has a disability you may qualify for additional deductions in your rent amount. Does any household member have a disability?

☐ Yes ☐ No ☐ Prefer not to answer If yes, list name(s): \_\_\_\_\_

Is there any specific accommodation you would like to request that would allow you to fully utilize our programs? ☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

You can voluntarily provide information on an alternate contact person. If we are unable to contact you, we will try to contact the alternate person on your behalf. NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

III. Household Income

Please provide all income/earnings information below for **all household members**. This income may include but is not limited to: Employment Income, Self-Employment Income, Unemployment Compensation, Social Security, K-TAP, Disability Income, Child Support, Pensions, Baby-Sitting Income, Odd Jobs Income, etc. If you have no income, write NONE below.

Name of Household Member Receiving Income	Employment or Self-Employment Gross Weekly Income and Employer Name	Weekly Unemployment Benefits	Social Security/ SSI Monthly Benefits	K-TAP Monthly Income	Child Support Monthly Income	Other Income List-Type and Monthly Amount
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Does anyone in your household have any other earnings/income or receive any money not listed above? ☐ Yes ☐ No

If yes, list type and amount monthly: \_\_\_\_\_

Does anyone help you pay your bills? ☐ Yes ☐ No If yes, list name and monthly amount: \_\_\_\_\_

**WARNING: Section 1001, of Title 18 of the U.S. code, makes it a criminal offense to make willful false statements or misrepresentation to any department or agency of the United States as to any matter within its jurisdiction**

**IV. Household Assets:**

Does anyone in your household have a checking account? ☐ Yes ☐ No  
Balance \$ \_\_\_\_\_ Bank Name: \_\_\_\_\_

Does anyone in your household have a savings account? ☐ Yes ☐ No  
Balance \$ \_\_\_\_\_ Bank Name: \_\_\_\_\_

Does anyone in your household own real estate or property? ☐ Yes ☐ No  
Type \_\_\_\_\_ Value \_\_\_\_\_ Address \_\_\_\_\_

Does anyone in your household have any of the following: Money Market Account? ☐ Yes ☐ No; Certificate of Deposit? ☐ Yes ☐ No; IRA Account? ☐ Yes ☐ No; Stocks? ☐ Yes ☐ No; Bonds ☐ Yes ☐ No; Other (list) \_\_\_\_\_

Has anyone in your household disposed of an asset for less than Fair Market Value in the past two years? ☐ Yes ☐ No  
If yes, please list \_\_\_\_\_

**V. Preferences:**

This agency gives a preference to households that are \_\_\_\_\_.

Does your household qualify for this preference? ☐ Yes ☐ No

**VI. Potential Deductions**

**A. Childcare**

Does your household have un-reimbursed child care expenses? ☐ Yes ☐ No If yes, please give details:  
Provider Name: \_\_\_\_\_ Provider Phone Number: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
List of Children in Care: \_\_\_\_\_  
Monthly Amount Paid by Household: \$ \_\_\_\_\_

**B. Medical/disability expenses**

Does your household have un-reimbursed medical/disability expenses? ☐ Yes ☐ No If yes, please give details:  
(1) Provider Name: \_\_\_\_\_ Provider Phone Number: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
Monthly Amount Paid by Household: \$ \_\_\_\_\_  
(2) Provider Name: \_\_\_\_\_ Provider Phone Number: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
Monthly Amount Paid by Household: \$ \_\_\_\_\_ (If additional space is needed, attach an additional sheet.)

**VII. Conflict of Interest**

Are you an employee or board member of this agency? ☐ Yes ☐ No

Are you related to an employee or board member of this agency? ☐ Yes ☐ No

If yes to either question above, please explain:  
\_\_\_\_\_

**VIII. Signatures/Certification of True and Correct Information**

Upon the return of this completed application, this agency will begin processing your application for assistance. Some programs may have a waiting list, and if so, you will be placed on that list. If you do not qualify, you will be notified in writing.

All adult members of household, 18 years old or older, must sign this application.

I/We hereby certify all information given on this application is true and correct, and that I/we have not knowingly withheld any fact or circumstances which would, if disclosed, affect this application unfavorably. I/We hereby authorize inquiries to be made to verify the information given in this application.

_____ (Applicant Signature)	_____ (Date)
_____ (Spouse Signature)	_____ (Date)

**WARNING: Section 1001, of Title 18 of the U.S. code, makes it a criminal offense to make willful false statements or misrepresentation to any department or agency of the United States as to any matter within its jurisdiction**

## Verification of Receipt of Required Documents

---

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

It is required that the client be provided with the information listed below. The client's signature on this document when maintained in the client file will serve as proof of delivery to the client. Check all applicable actions below. The client must initial after each checked box.

- ☐ \_\_\_\_\_ Notification of Rights to Fair Housing information provided and reviewed
- ☐ \_\_\_\_\_ Anti-Discrimination Policy provided and reviewed
- ☐ \_\_\_\_\_ Personal Privacy Protection Policy information provided and reviewed
- ☐ \_\_\_\_\_ Confidentiality Agreement provided and reviewed
- ☐ \_\_\_\_\_ Grievance Policy and Appeals Process provided and reviewed
- ☐ \_\_\_\_\_ Termination Policy provided and reviewed
- ☐ \_\_\_\_\_ Program Policies and Rules provided and reviewed
- ☐ \_\_\_\_\_ Dangers of Lead Based Paint information provided and reviewed
- ☐ \_\_\_\_\_ VAWA Notice of Occupancy Rights (Form HUD-5380)
- ☐ \_\_\_\_\_ VAWA Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation (Form HUD-5382)

I certify that I have provided the client with the information and policies noted above. I have reviewed all documents/publications indicated and allowed the client opportunity to ask questions regarding these documents to ensure a thorough understanding of the information.

\_\_\_\_\_  
Signature of intake staff or case manager Date

**\*\*\*\*\*ALL ADULT HOUSEHOLD MEMBERS MUST SIGN THIS DOCUMENT\*\*\*\*\***

I/We understand that KHC and/or HUD may review the information contained in my/our file in order to verify my/our eligibility for the program or for auditing purposes.

I/we certify that I/we have received the documents noted above. I/we was provided the opportunity to ask questions and have those questions answered satisfactorily.

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Other Adult Household Member Signature Date



PERSONAL DECLARATION

Please complete all information requested in ink. **Do not leave blanks**, if the question does not apply, enter N/A, if you do not understand a question, or if you need help completing this form, please ask. This agency may be unable to recertify your eligibility for continued assistance, if it is incomplete. If information submitted on this declaration, changes, please contact the office to update as soon as possible. Please print clearly.

Effective Date: \_\_\_\_\_

I. Household Information

Head of Household Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Unit Address \_\_\_\_\_ Telephone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_

II. Household Member Information: Please list all persons who will live in the assisted unit beginning with the applicant.

PLEASE PROVIDE IDENTIFICATION FOR EACH HOUSEHOLD MEMBER (such as: driver’s license, state issued ID, social security cards, birth certificates, etc.). If applicable, please provide custody court orders. If you do not have this information, please make agency staff aware, so they may assist you in obtaining proper documentation

Name	Sex	Relationship to Applicant	Date of Birth	Place of Birth	Social Security Last four	*Race
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\*Race: White, Black, American Indian/Alaska Native, Asian or Pacific Islander, Hispanic, Other

You are not required to report if someone in your household has a disability, however, if a household member has a disability you may qualify for additional deductions in your rent amount. Does any household member have a disability?  
☐ Yes ☐ No ☐ Prefer not to answer If yes, list name(s): \_\_\_\_\_

Is there any specific accommodation you would like to request that would allow you to fully utilize our programs? ☐ Yes ☐ No  
If yes, please explain: \_\_\_\_\_

You can voluntarily provide information on an alternate contact person. If we are unable to contact you, we will try to contact the alternate person on your behalf. NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

III. Household Income

Please provide all income/earnings information below for **all household members**. This income may include but is not limited to: Employment Income, Self-Employment Income, Unemployment Compensation, Social Security, K-TAP, Disability Income, Child Support, Pensions, Baby-Sitting Income, etc. If you have no income, write NONE below.

Name of Household Member Receiving Income	Employment or Self-Employment Gross Weekly Income and Employer Name	Weekly Unemployment Benefits	Social Security/SSI Monthly Benefits	K-TAP Monthly Income	Child Support Monthly Income	Other Income List-Type and Monthly Amount
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Does anyone in your household have any other earnings/income or receive any money not listed above? ☐ Yes ☐ No  
If yes, list type and amount monthly: \_\_\_\_\_

Does anyone help you pay your bills? ☐ Yes ☐ No If yes, list name and monthly amount: \_\_\_\_\_

**WARNING: Section 1001, of Title 18 of the U.S. code, makes it a criminal offense to make willful false statements or misrepresentation to any department or agency of the United States as to any matter within its jurisdiction.**



**IV. Household Assets:**

Does anyone in your household have a checking account? ☐ Yes ☐ No  
Balance \$ \_\_\_\_\_ Bank Name: \_\_\_\_\_

Does anyone in your household have a savings account? ☐ Yes ☐ No  
Balance \$ \_\_\_\_\_ Bank Name: \_\_\_\_\_

Does anyone in your household own real estate or property? ☐ Yes ☐ No  
Type \_\_\_\_\_ Value \_\_\_\_\_ Address \_\_\_\_\_

Does anyone in your household have any of the following: Money Market Account? ☐ Yes ☐ No; Certificate of Deposit? ☐ Yes ☐ No; IRA Account? ☐ Yes ☐ No; Stocks? ☐ Yes ☐ No; Bonds ☐ Yes ☐ No; Other (list) \_\_\_\_\_

Has anyone in your household disposed of an asset for less than Fair Market Value in the past two years? ☐ Yes ☐ No  
If yes, please list \_\_\_\_\_

**V. Potential Deductions**

**A. Childcare**

Does your household have un-reimbursed child care expenses? ☐ Yes ☐ No If yes, please give details:  
Provider Name: \_\_\_\_\_ Provider Phone Number: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
List of Children in Care: \_\_\_\_\_  
Monthly Amount Paid by Household: \$ \_\_\_\_\_

**B. Medical/disability expenses**

Does your household have un-reimbursed medical/disability expenses? ☐ Yes ☐ No If yes, please give details:  
(1) Provider Name: \_\_\_\_\_ Provider Phone Number: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
Monthly Amount Paid by Household: \$ \_\_\_\_\_  
(2) Provider Name: \_\_\_\_\_ Provider Phone Number: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
Monthly Amount Paid by Household: \$ \_\_\_\_\_ (If additional space is needed, attach an additional sheet.)

**VI. Conflict of Interest**

Are you an employee or board member of this agency? ☐ Yes ☐ No  
  
Are you related to an employee or board member of this agency? ☐ Yes ☐ No  
  
If yes to either question above, please explain:  
\_\_\_\_\_

**This is a declaration for federally subsidized housing assistance. Upon the return of this completed form, this agency will begin the process of recertifying your eligibility for continued assistance.**

**VII. Signatures/Certification of True and Correct Information**

I/We understand that any misrepresentation of information or failure to disclose information requested on this declaration may disqualify me/us from consideration for participation in the assistance program, and may be grounds for termination of assistance.

All adult members of household, 18 years old or older, must sign this declaration.

I/We hereby certify all information given on this declaration is true and correct, and that I/we have not knowingly withheld any fact or circumstances which would, if disclosed, affect my/our recertification unfavorably. I/We hereby authorize inquiries to be made to verify the information given in this declaration.

\_\_\_\_\_  
(Applicant Signature)

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

\_\_\_\_\_  
(Spouse Signature)

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

**WARNING: Section 1001, of Title 18 of the U.S. code, makes it a criminal offense to make willful false statements or misrepresentation to any department or agency of the United States as to any matter within its jurisdiction.**

---

### General Conflict of Interest Disclosure

---

Because \_\_\_\_\_ uses state and/or federal funds the  
(Insert Agency Name)

agency must document and disclose the nature of any relationship that may exist. Please complete your name and address and provide the answers to the questions below:

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

Address: \_\_\_\_\_

1. Are you an employee or board member of this agency? ☐ Yes ☐ No

2. Are you related to an employee or board member of this agency? ☐ Yes ☐ No

If yes, to either question above, please give details:

---

---

---

---

I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me. I certify that the above information is true and correct. I also understand that should the answers to the above questions change, it is my responsibility to report those changes immediately.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

## Verification of Disability

I authorize (agency) \_\_\_\_\_ to obtain necessary information regarding my disability status or that of a member of my household:

\_\_\_\_\_  
(Print) Disabled Household Member      Relationship to Head/Applicant      XXX-XX-\_\_\_\_\_  
SSN (last 4 digits)

I understand that this information is to help me qualify for appropriate housing and supportive services. By signing below I authorize the release of this information.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

The above named person has applied for housing under a U.S. Department of Housing and Urban Development (HUD) program that requires verification of a disability under the applicable HUD definition. Please indicate which condition(s) you have diagnosed this person to have.

- ☐ **1. A condition that:**
- Is expected to be long-continuing or of indefinite duration; **AND**
  - Substantially impeded the person's ability to live independently; **AND**
  - Could be improved by the provision of more suitable housing conditions; **AND**
  - Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury.
- ☐ **2. A developmental disability (as defined in Section 102 of the Developmental Disability Assistance and Bill of Rights Act of 2000 (42 USC 15002)). Which means a severe, chronic disability of an individual that:**
- Is attributable to a mental or physical impairment or combination of mental and physical impairments; **AND**
  - Is manifested before the individual attains age 22; **AND**
  - Is likely to continue indefinitely; **AND**
  - Results in substantial functional limitations in three or more areas of major life activity; (a) Self-care; (b) Receptive and expressive language; (c) Learning; (d) Mobility; (e) Self-direction; (f) Capacity for independent living; (g) Economic self-sufficiency; **AND**
  - Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, or individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated. **OR**
  - An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described above if the individual, without services and supports has a high probability of meeting those criteria later in life.
- ☐ **3. The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).**
- ☐ **Is not considered disabled according to the above definitions.**

**Please Print: THIS SECTION MUST BE COMPLETE TO BE VALID**

Name of Certifying Official (print clearly)	
Title/License #/State Issued (print clearly)	
Office Address	
Telephone and Fax	

Your signature below certifies that the above named individual meets the disability definition indicated above **AND** you are professionally licensed by the state in which you practice to diagnose and treat the indicated disability.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC Form HCA-123 (Rev. 8/14)



## Verification of Employment

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the income of program participants. The information provided will remain confidential and used for the stated purpose only. I hereby authorize the release of this information:

Applicant Name (print clearly) Signature of Applicant Date

### SECTION TO BE COMPLETED BY THE EMPLOYER

Employer: \_\_\_\_\_

Address City State Zip

Employee Job Title: \_\_\_\_\_

Presently Employed: ☐ Yes - Employment Date \_\_\_\_\_ ☐ No - Last Day of Employment \_\_\_\_\_

**Current** Wages/Salary: \$ \_\_\_\_\_  
(circle one) hourly weekly bi-weekly semi-monthly monthly yearly other \_\_\_\_\_

Average # of regular hours per week: \_\_\_\_\_ Year-to-date earnings: \$ \_\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_

Overtime Rate: \$ \_\_\_\_\_ per hour Average # of overtime hours per week: \_\_\_\_\_

Shift Differential Rate: \$ \_\_\_\_\_ per hour Average # of shift differential hours per week: \_\_\_\_\_

Commissions, bonuses, tips, other: \$ \_\_\_\_\_  
(circle one) hourly weekly bi-weekly semi-monthly monthly yearly other \_\_\_\_\_

List any anticipated change in the employee's rate of pay within the next 12 months: \_\_\_\_\_

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): \_\_\_\_\_

Additional remarks: \_\_\_\_\_

Employer's Signature Employer's Printed Name Date

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.



## Zero Income Certification

---

I, \_\_\_\_\_, have applied for emergency or rental assistance through the \_\_\_\_\_ program. Program regulations require verification of all income from participating households.

Income includes but is not limited to:

- Gross wages, salaries, overtime pay, commissions, fees, tips and bonuses
- Net income from operation of a business or from rental of real or personal property
- Interest, dividends and other net income of any kind from real or personal property
- Periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts
- Lump sum payment(s) for the delayed start of a periodic payment (except as provided in 24 CFR 5.609 (b)(5))
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay
- Public assistance
- Alimony and child support payments (whether through the court system or not)
- Regular pay, special pay and allowances of a head of household or spouse who is a member of the Armed Forces (whether or not living in the dwelling)
- Regular monetary gifts from family and/or friends

I have stated during this verification process that I have no income at this time. I have not received income since \_\_\_\_\_. I do not expect to receive any income until \_\_\_\_\_. I applied for \_\_\_\_\_ (other financial assistance) on \_\_\_\_\_ (date).

I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me from participation in the program for which I am applying, and may be grounds for termination of assistance. I certify that the above information is true and correct. I also understand that it is my responsibility to report all changes to my household composition or income when they occur.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

---

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

# Household Budget Declaration

**Instructions:** Complete the questionnaire below. For questions with a "Yes" or "No" answer, please put an "X" in the corresponding column. For questions requiring an answer other than yes or no, write your answer in the answer box that corresponds to that question.

Transportation		
Does anyone in your household:	Yes	No
Own a car or other motor vehicle?		
Is the car/vehicle registered and licensed?		
Do you have car insurance?		
If yes, what is the monthly insurance premium?		
Is there a car loan payment?		
If yes, what is the monthly payment?		
How much, on average, do you pay for gasoline and oil each month?		
How much, on average, do you pay for maintenance and repairs each year?		
Does any person or program help you pay for your car or car related expenses?		
If yes, please list that person or program here:		
	Yes	NO
Use public transportation like a bus or taxi?		
If yes, on average, how much do you pay for public transportation each month?		
Does any person or program help you pay for public transportation?		
If yes, please list that person or program here:		
	Yes	NO
Use a ride sharing service like Uber or Lyft?		
If yes, on average, how much do you pay for ride sharing services each month?		
Does any person or program help you pay for ride sharing services?		
If yes, please list that person or program here:		
Communications & Entertainment		
Does anyone in your household:	Yes	No
Have a home phone?		
If yes, on average, how much do you pay for phone service each month?		
Does any person or program help you pay for phone service?		
If so, please list that person or program here:		
	Yes	No
Have a cell phone?		
If yes, on average, how much do you pay for cell phone service each month?		
Does any person or program help you pay for cell phone service?		
If so, please list that person or program here:		
	Yes	NO
Have a television?		
If yes, do you have cable or satellite?		
If yes, on average, how much do you pay for cable or satellite service each month?		
Does any person or program help you pay for cable or satellite service?		
If yes, please list that person or program here:		
	Yes	No
Have video streaming like Netflix or Hulu?		
If yes, on average, how much do you pay for video streaming each month?		
Does any person or program help you pay for video streaming?		
If yes, please list that person or program here:		
	Yes	No
Have access to the internet?		
If yes, on average, how much do you pay for internet services each month?		
Does any person or program help you pay for internet service?		
If yes, please list that person or program here:		

Consumables	
Does anyone in your household:	Yes No
Drink alcohol (beer, wine, liquor, etc.)?	
If yes, on average, how much do you pay for alcohol each month	
Does anyone help you pay for alcohol purchases?	
If so, please list this person here:	
Use Tobacco or nicotine products	Yes No
If yes, on average, how much do you pay for tobacco or nicotine each month	
Does any person or program help you pay for your tobacco or nicotine purchases?	
If so, please list this person or program here:	
Eat out at restaurants?	Yes No
If yes, on average, how many times per month do you eat at restaurants?	
If yes, on average, how much does your household spend per month eating at restaurants?	
Does any person or program help you pay for eating at restaurants?	
If so, please list this person or program here:	
Buy groceries for eating at home?	Yes No
If yes, on average, how much does your household spend on groceries per month?	
If yes, Is your grocery bill supplemented by SNAP benefits, or food stamps?	
If yes, how much does your household receive in food stamps each month?	
How much does your household spend each month on groceries that is not covered by food stamps?	
Does any person or program (other than food stamps) help you pay for groceries?	
If so, please list this person or program here:	
Currently take medication?	Yes No
If yes, is this medication covered by insurance?	
How much on average, does your household spend on medication each month?	
Is your medication being paid for by another person or program other than insurance?	
If so, please list this person or program here:	
Purchase personal hygiene products (soap, shampoo, deodorant, etc.)	Yes No
On average, how much does your household spend on personal hygiene products each month?	
Does any person or program help your household pay for personal hygiene products?	
If so, please list that person or program here:	
Purchase household products (laundry soap, dish soap, toilet paper etc.)	Yes No
On average, how much does your household spend on household each month?	
Does any person or program help your household pay for household products?	
If so, please list that person or program here:	
Purchase other household necessities (towels, pots & pans, dishes, utensils, etc.)?	Yes No
On average, how much does your household spend on household necessities each month?	
Does any person or program help your pay for household necessities?	
If so, please list that person or program here:	

Signature	Date
Signature	Date

KHC Form HCA-152 (Rev.8/18)



## Verification of Child Support

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the income of program participants. Please complete all information below.

I do hereby authorize the release of this information:

Applicant Name (print clearly) Signature of Applicant Date

### SECTION BELOW TO BE COMPLETED BY CHILD SUPPORT PROVIDER

Amount of child support payments: \$ \_\_\_\_\_ weekly; \$ \_\_\_\_\_ monthly; \$ \_\_\_\_\_ other

If inconsistent, list total amount in last six months: \$ \_\_\_\_\_

Date child support payments began: \_\_\_\_\_ Date ended: \_\_\_\_\_

Names of children for which payments are made:

Name Name

Name Name

Name Name

**I certify this information is true and complete.**

Name (Print) Signature Date

Address City State Zip Telephone

Title or relation to participant (agency if applicable)

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**





## Child Support Affidavit

Client Household Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Child support received must be included as income whether or not there is a court order awarding payment. Child support amounts awarded by the courts but not received can be excluded only when the client household certifies that payments are not being made **and** the client household provides further evidence that all reasonable legal actions to collect amounts due, including filing with the appropriate courts or agencies responsible for enforcing payment, have been taken. As part of the qualification process required by federal and/or state housing programs the following information is needed. Please complete one form for each child.

<b>A. Do you receive child support?</b>		<b>Yes</b> <input type="checkbox"/> <b>Go to B</b>	<b>No</b> <input type="checkbox"/> <b>Go to C.1</b>
<b>B. I receive:</b> 1. Payment amount: _____ 2. Frequency: _____ 3. Name of source : _____ 4. Go to C.1			
<b>C. 1. Have you been awarded child support by court-order?</b>		<b>Yes</b> <input type="checkbox"/> <b>Go to C.2</b>	<b>No</b> <input type="checkbox"/> <b>Go to D.</b>
2. <b>Provide a copy of entire document (court order), enter amount of award</b> \$_____, and frequency _____; go to C.3.			
3. <b>Is payment being received as awarded?</b>		<b>Yes</b> <input type="checkbox"/> <b>Go to 3. a</b>	<b>No</b> <input type="checkbox"/> <b>Go to 3. b</b>
<b>a. Indicate the manner by which payment is received and sign form.</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">           i. _____ Enforcement Agency            ii. _____ Court of Law            iii. _____ Direct from responsible party            iv. _____ Other         </div> <div style="width: 55%;">           _____            Name agency and provide agency print out            _____            Name Court of Law            _____            Name source and provide affidavit or statement from the source.            _____            Explain         </div> </div>			
<b>b. If payment is not received or if the amount received is less than the amount awarded provide details and documentation of collection efforts.</b> _____ _____ _____ _____			
<b>D. Do you receive child support not awarded by court-order?</b>  If yes, please list amount: _____ <input type="checkbox"/> Per Week <input type="checkbox"/> Per Month		<b>Yes</b> <input type="checkbox"/> <b>Sign Form</b>	<b>No</b> <input type="checkbox"/> <b>Sign Form</b>
Under penalty of perjury, I certify that the information presented in this affidavit is true and accurate to the best of my knowledge. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of assistance.			
_____ <b>Applicant/Resident Signature</b>		_____ <b>Date of signature</b>	

**WARNING:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. to any matter within its jurisdiction.

KHC form HCA 161 (Rev. 8/18)



# AFFIDAVIT OF SELF-EMPLOYMENT INCOME

This affiant(s) (Name) \_\_\_\_\_ of (Address) \_\_\_\_\_ being first duly sworn  
deposes and says that \_\_\_\_\_ is self-employed, said occupation being \_\_\_\_\_.  
The affiants' place of business is located at \_\_\_\_\_.

I sign this declaration under penalty of perjury and with full knowledge of the repercussions of willful falsification and false swearing under Kentucky law.

## STATEMENT OF INCOME FROM BUSINESS

- A. GROSS INCOME: \$ \_\_\_\_\_  
Time period covered by GROSS income (should be past 12 months or a shorter period):  
Beginning date: \_\_\_\_\_ Ending date: \_\_\_\_\_
- B. EXPENSES – Add all expenses incurred in the performance of this business:
1. Cost of goods and/or materials \$ \_\_\_\_\_
  2. Rent (business location only) \$ \_\_\_\_\_
  3. Utilities (Water, Electric, phone, internet, etc. for business only) \$ \_\_\_\_\_
  4. License fees \$ \_\_\_\_\_
  5. Other (specify) \_\_\_\_\_ \$ \_\_\_\_\_  
Other (specify) \_\_\_\_\_ \$ \_\_\_\_\_
  6. Number of Employees \_\_\_\_\_
  7. Employees' salaries (other than self and family) \$ \_\_\_\_\_
  8. Owner's salary (self and family) \$ \_\_\_\_\_
- C. GROSS INCOME (from "A." above) \$ \_\_\_\_\_  
LESS TOTAL EXPENSES (from "B. 8" above) \$ \_\_\_\_\_  
**EQUALS NET INCOME** \$ \_\_\_\_\_

**\*\*\*\*\*YOU MUST ATTACH MOST RECENT COPY OF YOUR FEDERAL TAX RETURN\*\*\*\*\***

The above information is correct to the best of my knowledge, and I agree to notify \_\_\_\_\_ annually of any changes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## NOTARY

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, the person whose signature is above appeared before me, known to me personally or provided evidence of same, and  
swore and acknowledged to me that he/she executed the same for the purpose and in the capacity here in expressed, and that the  
statements contained therein are true and correct.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Name, Typed or Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

KHC Form HCA-140 (Rev.8/18)



**NET INCOME CALCULATION FORM**

Using information supplied from the client's tax returns, complete the form below to calculate NET INCOME for self-employed persons or from a business. Only official transcripts from the IRS should be used to calculate official income.

<b>Tax Year:</b> _____	<b>Tax Year:</b> _____
<b>Gross Income:</b> _____	<b>Gross Income:</b> _____
<b>EXPENSES</b>	<b>EXPENSES</b>
Cost of goods and/or materials \$ _____	Cost of goods and/or materials \$ _____
Rent (of business location) \$ _____	Rent (of business location) \$ _____
Utilities (of business location) \$ _____	Utilities (of business location) \$ _____
License fees \$ _____	License fees \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Other: _____ \$ _____	Other: _____ \$ _____
Number of Employees _____	Number of Employees _____
Staff wages (not self/family) \$ _____	Staff wages (not self/family) \$ _____
Owner's salary (self/family) \$ _____	Owner's salary (self/family) \$ _____
<b>EXPENSE TOTAL</b> \$ _____	<b>EXPENSE TOTAL</b> \$ _____
<b>Gross Income</b> \$ _____	<b>Gross Income</b> \$ _____
(minus) <b>Expenses</b> \$ _____	(minus) <b>Expenses</b> \$ _____
(equals) <b>NET INCOME</b> \$ _____	(equals) <b>NET INCOME</b> \$ _____

Calculations completed by (print name): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**WARNING:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. to any matter within its jurisdiction.

KHC form HCA-141 (Rev. 8/18)



## Verification of Informal Support

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify all income for the program participant's household. The information provided will remain confidential. Please complete all information below.

I do hereby authorize the release of this information:

Applicant Name (print clearly) Signature of Applicant Date

### SECTION BELOW TO BE COMPLETED BY INFORMAL SUPPORT PROVIDER

I certify that I provide financial assistance in the amount of \$\_\_\_\_\_ ☐ weekly ☐ monthly

The assistance provided is for: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I certify this information is true and complete.**

Name (print) Signature Date

Relationship to Participant Agency (if applicable) Telephone

Address City State Zip

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**



## Verification of Benefits or Pension

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify all household income of program participant. The information provided will remain confidential. Please complete all information below.

I do hereby authorize the release of this information:

Applicant Name (print clearly) Signature of Applicant Date

### SECTION BELOW TO BE COMPLETED BY BENEFITS ADMINISTRATOR

Amount of monthly payment to participant: \$ \_\_\_\_\_

**OR**

Amount of weekly payments to participant: \$ \_\_\_\_\_

Date Payments Began: \_\_\_\_\_ Date Payments Ended: \_\_\_\_\_

Deductions from gross income for medical insurance premiums: \$ \_\_\_\_\_

Type of Benefit (check one): ☐ Pension ☐ Annuity ☐ Retirement ☐ VA ☐ Welfare  
☐ Social Security ☐ Unemployment ☐ Kinship ☐ K-TAP ☐ Other (please list):

**I certify this information is true and complete.**

Name (print) Signature Date

Title Agency/Company Telephone

Address City State Zip

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**



## Verification of Assets

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The above referenced person is an applicant in a federally assisted housing program. Federal regulations require that we verify all assets of the program participants and their household. This information will remain confidential and used for stated purpose only.

By signing below I authorize the release of this information.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

### SECTION BELOW TO BE COMPLETED BY BANKING INSTITUTION

	<u>Current Balance</u>	<u>Interest Rate on Account</u>	<u>Date Account Opened</u>
Checking Account #1:	\$ _____	\$ _____	_____
Checking Account #2:	\$ _____	\$ _____	_____

	<u>Current Balance</u>	<u>Interest Rate on Account</u>	<u>Date Account Opened</u>
Savings Account #1:	\$ _____	\$ _____	_____
Savings Account #2:	\$ _____	\$ _____	_____

Other Accounts:

<u>Account Type</u>	<u>Current Balance</u>	<u>Interest Rate on Account</u>	<u>Date Account Opened</u>
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

**I certify that this information is accurate.**

Name (print clearly)	Title	Signature	Date
----------------------	-------	-----------	------

Financial Institution	Telephone Number
-----------------------	------------------

Address	City	State	Zip
---------	------	-------	-----

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**



## Certification of Zero Assets

---

Household Name: \_\_\_\_\_

1. I/we hereby certify that I/we do not own, have, or have interest in the following Assets:

- a. Savings account, checking account, safety deposit box, or other type of bank account;
- b. Debit card, pay card, or other type of card that allows for electronic deposit of funds;
- c. Certificate of Deposit (CD), Money Market Account, or Trust Fund;
- d. Stocks, bonds, or other investment accounts;
- e. Individual Retirement Account (IRA), 401K account, or Keogh account;
- f. Other retirement or pension funds;
- g. Real estate, or land contract;
- h. Life insurance policy (excluding term life policies);
- i. Capital investments; or,
- j. Personal property held for investment (example: antique cars, jewelry, coins)

2. Disposed of Assets. Please check one of the following options:

- ☐ In the last two (2) years, I/we have sold assets for less than fair market value (only count those that have been sold for more than \$1,000 less than their fair market value.
- ☐ In the last two (2) years, I/we have given away assets for less than fair market value (only count those assets worth \$1,000 or more)
- ☐ I/we have not sold or given away assets for less than fair market value in the last two (2) years

**I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge.** The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of assistance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

**Verification of Life Insurance**  
(Whole Life or Universal Life Policies Only)

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The above referenced person is an applicant in a federally assisted housing program. Federal regulations require that we verify all assets of the program participants and their household. Whole Life and Universal Life Insurance policies are considered an asset. This information will remain confidential and used for stated purpose only.

By signing below I authorize the release of this information.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**SECTION BELOW TO BE COMPLETED BY INSURANCE INSTITUTION**

<u>Policy Account #</u>	<u>Cash Surrender Value</u>	<u>Annual Dividend/Interest rate*</u> (even if re-invested)
Account #1: # _____	\$ _____	% _____
Account #2: # _____	\$ _____	% _____
Account #3: # _____	\$ _____	% _____
Account #4: # _____	\$ _____	% _____

\*Provide amount regardless of whether individual has chosen to re-invest interest/dividends

**I certify that this information is accurate.**

\_\_\_\_\_  
Name (print clearly) Title Signature Date

\_\_\_\_\_  
Financial Institution Telephone Number

\_\_\_\_\_  
Address City State Zip

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**





## General Telephone Verification

THIS FORM TO BE COMPLETED BY AGENCY STAFF PARTICIPATING IN TELEPHONE CONVERSATION

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

Date of call: \_\_\_\_\_

Time of call: \_\_\_\_\_

Third Party Company Name: \_\_\_\_\_

Phone number called: \_\_\_\_\_

Spoke with: \_\_\_\_\_

Title: \_\_\_\_\_

Conversation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify the information above is a true and accurate representation of the telephone conversation that took place:

Agency Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC Form HCA- 170 (Rev. 8/14)



## Income Verification Due Diligence

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The completion of this form is required when source documents and/or third-party verifications of income are not obtainable and/or HUD's preferred method of verifying income is not followed. HUD specifies the following order for income verifications: source documents, written third-party, oral third-party, and self-certification.

Potential reasons for not obtaining source documents: applicant/participant does not receive paystubs due to direct deposit, the first paycheck has not yet been received, social security award letter has been misplaced or lost, etc.

Potential reasons for not obtaining third-party verification include: inability to contact third party, third party refused to provide information, etc.

Efforts reflecting attempts to follow HUD's preferred order include phone calls, e-mails, letters, faxes, etc.

When documenting the efforts and outcomes for phone call attempts, descriptions must include the name and title of the individual, contact number, date and time. Copies of efforts to obtain third-party documentation through e-mail correspondence, certified letters, faxes, etc. should be attached to this document.

Describe the reason(s) for the inability to acquire HUD's preferred income verification:

---

---

---

---

Describe efforts to follow HUD's preferred method of verifying income and the outcome:

---

---

---

---

Document(s) attached: ☐ Yes ☐ No

If yes, specify: \_\_\_\_\_

**I certify this information is true and complete.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**



## Verification of Child Care Expense

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify expenses paid for the care of dependent children enabling the family member to be employed or to attend school. The amounts provided must be paid out-of-pocket by the participant and may not be reimbursed from another source.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

\_\_\_\_\_  
Applicant's Signature Date

### THIS SECTION TO BE COMPLETED BY CHILD CARE PROVIDER

By signing below, I certify that I provide child care services for the above-referenced participant and receive the amount of compensation stated. Please complete all information requested.

Names of children for which child care is provided:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

I receive \$ \_\_\_\_\_ weekly for services **(OR)** I receive \$ \_\_\_\_\_ monthly for services.

Date child care began: \_\_\_\_\_ number of hours child care is provided: \_\_\_\_\_ daily  
**(OR)** \_\_\_\_\_ weekly **(OR)** \_\_\_\_\_ monthly.

Is any portion of the child care expense paid by another source? ☐ Yes ☐ No

**If Yes:** Total child care amount: \$ \_\_\_\_\_ Amount paid by another source: \$ \_\_\_\_\_

If amounts are received for child care during holidays, vacations, etc., please provide dates and amount received: \_\_\_\_\_

I certify that this information is accurate:

\_\_\_\_\_  
Child Care Provider Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Child Care Facility (if applicable)

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

## Verification of Attendant Care Expense

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify attendant care expenses paid for unreimbursed, anticipated costs. The amounts provided must be paid out-of-pocket by the individual or family member and may not be reimbursed from another source.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

### SECTION BELOW TO BE COMPLETED BY ATTENDANT CARE PROVIDER

By signing below, I certify that I provide attendant care for the above-referenced participant and receive the amount of compensation stated.

Is any portion of the attendant care expense paid by another source? ☐ Yes ☐ No

If Yes: Total amount: \$ \_\_\_\_\_ Amount paid by another source: \$ \_\_\_\_\_

I receive \$ \_\_\_\_\_ weekly for services **(OR)** I receive \$ \_\_\_\_\_ monthly for services.

Date attendant care began: \_\_\_\_\_.

Number of hours attendant care is provided: \_\_\_\_\_ daily **(OR)** \_\_\_\_\_ weekly **(OR)** \_\_\_\_\_ monthly.

If amounts are received for attendant care during holidays, vacations, etc., please provide dates and amount received: \_\_\_\_\_

**I certify this information is true and complete.**

Attendant Care Provider Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Attendant Care Facility (if applicable) \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

## Verification of Auxiliary Apparatus Expenses

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the out-of-pocket medical expenses of program participants. This information includes the estimated out-of-pocket medical expenses (e.g. wheelchair, walker, ramp, vision impaired expenses, etc.) of the participant for the anticipated next 12-month period. If not available, then provide medical expenses for the past 12-month period. Expenses do not include amounts covered by insurance or reimbursed to the participant.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

### SECTION BELOW TO BE COMPLETED BY DOCTOR OR OFFICE STAFF

Description of Expenses	Total Out-of-Pocket Amount Paid by Participant	
	Anticipated 12 Mo.	(OR) Last Actual 12 Mo.

The information is provided by:

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Name of Business \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC Form HCA-154 (Rev. 8/14)



## Verification of Medical Expenses

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the out-of-pocket medical expenses of program participants. This information must be provided by a third party, such as a doctor or pharmacist, familiar with the actual or estimated out-of-pocket medical expenses of the participant for the next 12-month period. If not available, please provide medical expenses for the past 12-month period. Expenses do not include amounts covered by insurance or reimbursed to the participant.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

Applicant's Signature

Date

### SECTION BELOW TO BE COMPLETED BY DOCTOR, PHARMACIST OR OFFICE STAFF

Description of Medical Expenses	Total Out-of-Pocket Amount Paid by Participant	
	Anticipated 12 Mo.	(OR) Last Actual 12 Mo.

The information is provided by:

Name (print)

Signature

Date

Title

Name of Business

Phone Number

Address

City

State

Zip

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

## Rent Reasonableness Checklist and Certification

\*\*See utility allowance instruction when calculating utility allowances.

	Proposed Unit	Unit #1 (if possible, same owner as proposed unit)	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/ Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Year of Construction				
Which Utilities are Provided by the Owner (type-Gas, Electric, etc.)				
Unit Rent				
Utility Allowance**				
Gross Rent				
Handicap Accessible?				
Most Recent Rent Charged For Proposed Unit		Reason For Change:		

This household qualifies for a payment standard of: \_\_\_\_\_

\_\_\_\_\_ This unit is less than the payment standard

\_\_\_\_\_ This unit is more than the payment standard

CERTIFICATION: Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit \_\_\_\_\_ **IS** \_\_\_\_\_ **IS NOT** reasonable.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC Form HCA-202 (Rev. 9/15)



## Rent Reasonableness Checklist and Certification

**\*\*See utility allowance instructions regarding calculating utility allowance**

	Proposed Unit	Unit #1 (if possible, same owner as proposed unit)	Unit #2	Unit #3
Address	123 Main Street, # 2 Frankfort, KY 40601	123 Main Street, # 5 Frankfort, KY 40601	456 First Street, # 1 Frankfort, KY 40601	789 Maple Street, # 2 Frankfort, KY 40601
Number of Bedrooms	2	2	2	2
Square Feet	900	900	1000	950
Type of Unit/Construction	Apt./Garden	Apt./Garden	Apt./Garden	Apt./Garden
Housing Condition	Good (recently renovated)	Good (recently renovated)	Fair (repairs needed)	Good(well maintained)
Location/ Accessibility	Downtown	Downtown	Downtown	Downtown
Amenities	Washer /Dryer hookup	Washer /Dryer hookup	Washer Dryer	Dishwasher
Unit:	Off street parking	Off street parking	Property Mgt Company/onsite maintenance	Laundry Facilities
Site:	Public transportation/grocery	Public transportation/grocery	Park	Elevator
Neighborhood:				Nearby Shopping
Year of Construction	1942	1942	1979	1983
Which Utilities are Provided by the Owner (type-Gas, Electric, etc.)	All	All	All	Water, Sewer, Garbage
Unit Rent	\$650	\$650	\$675	\$650
Utility Allowance**	0	0	0	111
Gross Rent	\$650	\$650	\$675	\$761
Handicap Accessible?	No	No	Yes	Yes
Most Recent Rent Charged For Proposed Unit	\$575	Reason For Change: recently renovated and addition of off street parking		

This household qualifies for a payment standard of: \_\_\_\_\_

\_\_\_\_\_ This unit is less than the payment standard

\_\_\_\_\_ This unit is more than the payment standard

**CERTIFICATION:** Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit   X   IS        IS NOT reasonable

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

KHC Form (Rev. 8/14)





## **Instructions for Completing the Rent Reasonableness Checklist and Certification**

Ensure the applicable rent reasonableness checklist is completed for the type of assistance provided for the unit. The selection of comparables may require the review of similar units owned by the same person/entity who owns the proposed unit. It is recommended that the unit selection be a reasonable reflection of the market to determine rent reasonableness. For example, the selection of three units within the same complex will not demonstrate an accurate comparative market analysis. When completing the form, focus considerations on the factors that affect rent rather than trying to measure against the arbitrary standard of average rents. The person conducting the rent reasonableness should provide sufficient information about the evaluation process so that a supervisor or monitor can understand how the comparables were used to determine the appropriate rent for the program units.

**Address:** Identify the address of the proposed unit as well as the addresses of the comparable units.

**Number of Bedrooms:** Identify the number of bedrooms of each unit. Comparable units should have the same number of bedrooms as the proposed unit. In some cases, it may be difficult to identify units that match the location, building type and number of bedrooms. In such cases, the reviewer may need to review units that (a) have the same number of bedrooms and building type but in a broader geographic range, or (b) have the same number of bedrooms and are in the same geographic location but are in other types of buildings. These cases should be rare and documentation should support these exceptions.

**Square Feet:** Identify the square footage of the living area in the units.

**Type of Unit/Construction:** Identify the unit type by selecting one of the following: apartment (garden 1-4 stories, mid-rise 5-8 stories, or high-rise 9+ stories), townhouse, duplex, single family house, or other (e.g. mobile home, etc.).

**Housing Condition:** Describe the condition or quality of the units. Considerations when making this determination may include: newly constructed, completely renovated, partially renovated, no renovation since construction, well maintained, repairs needed soon, minor maintenance required, etc.

**Location:** Identify the location of the units. Are the comparable units close in proximity or in different geographic areas? Descriptions may include: downtown, rural, the specific name of a neighborhood, etc.

**Amenities:** Identify amenities provided by the owner. Descriptions may include: central A/C vs. window A/C units, washer/dryer connections, washer/dryer, dishwasher, garbage disposal, balcony, patio, etc. If applicable, identify site amenities. Descriptions may include: playground, covered parking, reserved parking spaces, on-site property management staff, on-site maintenance, security guards, security cameras, laundry facilities, elevator, etc. Identify neighborhood/area amenities. Descriptions may include: nearby shopping, public transportation, park, grocery, walking trail, hospital, etc.

**Year of Construction:** Identify the year the unit was built: 1978, 2000, 1934, etc.

**Which Utilities are provided by the Owner:** Identify the utilities provided by the owner of the unit that are included in the rent amount. This information is used to assist in determining the utility allowance, if applicable: electric, gas, etc.

**Unit Rent:** Include the rent amount the owner is charging for each unit.

**Utility Allowance:** If utilities are not included in the rent, refer to the utility allowance chart to calculate the utility allowance.

**Gross Rent:** This figure is the unit rent plus the utility allowance.

**Handicap Accessibility:** For an individual/family that requires an accessible unit, the accessible features may justify a higher rent.

**Most Recent Rent Charged for Proposed Unit:** Enter the most recent amount of rent the owner charged for the proposed unit.

**Reason for Change:** If the previous rent charged is higher than what the owner is requesting the reason for the change must be documented. Examples of reasons for a rent increase include: installed new appliances, recently renovated, etc.

**Comparison to Other Unassisted Units:** Compare the rent of the proposed unit to the rent of other units rented by the same owner. The rent of an assisted unit should be comparable to the rent of an unassisted unit. This ensures the owner is not trying to charge more for the proposed unit because it is receiving assistance or subsidy.

**Comparison to Payment Standard:** Compare gross rent to the payment standard to determine if this unit is reasonable.

**Certification:** Once all fields of the form are completed, the reviewer should be able to determine whether the unit rent is reasonable. Selecting “yes” or “no” indicates the results of the review.

**Name, Signature and Date:** This document must identify who conducted the rent reasonableness determination and when.

## **KHC Instructions for Calculating Utility Allowance**

1. Obtain a current Utility Allowance Chart from the appropriate Public Housing Authority (PHA) for the area in which the unit is located. For counties in which KHC is the Section 8 administrator, KHC Utility Allowance Charts will be used. These can be found on the KHC website under Program Compliance. For counties where KHC is not the Section 8 administrator, contact your local PHA to obtain the current year's utility allowance. Utility allowances are updated on an annual basis; please check the date at the top of the utility allowance chart to ensure you are using the current year's numbers.
2. Determine the utilities the client is responsible for and the fuel source for heating, cooking, and water heating (e.g. gas, electric, propane, etc.). Also determine whether the refrigerator and stove are supplied by the landlord (see # 10 below).
3. Determine the category of housing for the unit in question. If the client is responsible for paying heating costs, locate the correct heat/air utility category for the category of house, and select the correct fuel source under the correct bedroom size column and circle the number.
4. If the unit has access to air conditioning, you will always include the air conditioning allowance whether it is a window air conditioner or central air; circle the air conditioning number under the correct bedroom size column.
5. If the client is responsible for paying cooking costs, locate the correct fuel source for cooking and circle the number that corresponds to the correct bedroom size of the unit.
6. If the client is responsible for paying water heating costs, locate the correct fuel source and bedroom size for water heating and circle that number.
7. If the client is responsible for the electric bill, always include the category of other electric. This amount covers the lights and other items that get plugged into electric sockets (including the electricity that runs the refrigerator and stove).
8. If the client is responsible for paying the water and sewer bill, circle those numbers for the correct bedroom size of the unit.
9. If the client is responsible for paying for garbage pickup, circle the number for the correct bedroom size of the unit.
10. Range and refrigerator categories will only be circled if the tenant is responsible for providing their own refrigerator or stove appliance, these categories are not for the utilities to run these appliances. That is covered under other electric.
11. Do not include other appliances which are not specified on the applicable PHA's utility allowance chart (e.g. washer and dryer, etc.).
12. Now you are ready to calculate. Looking over your form you should have circles all in one column which corresponds to the number of bedrooms of the unit. Add all the numbers you have circled to calculate the utility allowance amount.

## Lead Screening Worksheet

### About this Tool

The *Lead Screening Worksheet* is intended to guide agencies through the lead-based paint inspection process to ensure compliance with the rule. The recipient agency can use this worksheet to document any exemptions that may apply. The accompanying *Lead Visual Assessment Worksheet* can be used to document whether any potential hazards have been identified, and if safe work practices and clearance are required and used. A copy of the Lead Screening Worksheet and the Lead Visual Assessment Worksheet (if applicable) along with any related documentation must be kept in the client file.

### Instructions

To prevent lead-poisoning in young children, the recipient agency must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, parts A, B, H, J, K, M, and R. Under certain circumstances, a visual assessment of the unit is not required. This screening worksheet will help program staff determine whether a unit is subject to a visual assessment, and if so, how to proceed.

**Note:** All pre-1978 properties are subject to the disclosure requirements outlined in 24 CFR 35, Part A, regardless of whether they are exempt from the visual assessment requirements.

Agency name:

Client household name:

Property address:

Street address and apt # (if applicable)

City, State, Zip:

### Additional Exemptions

If the answer to any of the following questions is "yes," the property is exempt from the visual assessment requirement and no further action is needed at this point. Place this screening sheet **and all supporting documentation** for each exemption in the client file.

1. Is this unit a zero-bedroom or SRO unit? ☐ Yes ☐ No
2. Has X-ray or laboratory testing of all painted surfaces by certified personnel been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint? ☐ Yes ☐ No
3. Has this unit had all lead-based paint identified and removed in accordance with HUD regulations? ☐ Yes ☐ No
4. Is the client receiving Federal assistance from another program, where the unit has already undergone (and passed) a visual assessment within the past 12 months (e.g., if the client has a Section 8 voucher)? ☐ Yes ☐ No
5. Does this property meet any of the other exemptions described in 24 CFR 35.115(a)? ☐ Yes ☐ No



If the answer to any of the above questions is "yes," stop. No further action is needed.

If the answer to all of these questions is "no," then continue on to the Visual Assessment Worksheet.

Staff signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Lead Visual Assessment Worksheet

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

KHC Form HCA-203 (Rev. 9/15)



## Lead Screening Worksheet

### Instructions

The lead visual assessment is used to determine if there are any identified problems with paint surfaces. The recipient agency must conduct a visual assessment prior to providing financial assistance to the unit.

**Prior to conducting visual assessments, the recipient agency staff responsible for conducting assessments must complete training on HUD's website at:**

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

The initial visual assessment should be conducted at the same time the inspection of the unit is conducted, with the inspector/assessor noting any problems with painted surfaces. Once the assessment has occurred, complete the section below and place in the client file along with any additional documentation.

If any problems with paint surfaces are identified during the initial visual assessment, then continue to Page 2 to determine whether safe work practices and clearance are required.

Agency name:	
Client household name:	
<u>Property address</u>	
Street address and apt # (if applicable)	
City, State, Zip:	
Date of inspection/assessment:	

☐ Initial Visual Assessment & Certification

☐ Follow-up Visual Assessment & Certification

1. Has a visual assessment of the unit been conducted? ☐ Yes ☐ No

2. Were any problems with paint surfaces identified in the unit during the visual assessment?

☐ Yes ☐ No

I certify the following:

- I have completed HUD's online visual assessment training and am a HUD-certified visual assessor.
- I conducted a visual assessment on the above unit, on the above inspection/assessment date.
- \_\_\_\_ Yes, or \_\_\_\_ No problems with paint surfaces were identified in the unit/common areas.

Lead assessor's name (print): \_\_\_\_\_

Lead assessor's signature: \_\_\_\_\_ Date: \_\_\_\_\_



If no problems with paint surfaces were identified, stop. No further action needed. Place this worksheet certification in the client file.

If problems with paint surfaces were identified, then determine if the client should choose another unit or if repairs will be attempted. If repairs will be attempted, continue to the De Minimus Level Worksheet.

### De Minimus Level Worksheet

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC Form HCA-203 (Rev. 9/15)



## Lead Screening Worksheet

### Instructions

All deteriorated paint identified during the visual assessment must be repaired prior to clearing the unit for assistance. However, if the area of paint to be stabilized exceeds the "de minimus levels," the use of lead safe work practices and clearance is also required.

If deteriorating paint exists but the area of paint to be stabilized does not exceed the "de minimus levels", then the paint must be repaired prior to clearing the unit for assistance, but safe work practices and clearance are not required.

Complete the information below to determine if the deteriorated paint exceeds the "de minimus levels" and place this worksheet, along with any supporting documentation, in the client file.

Agency name:	
Client household name:	
<u>Property address</u>	
Street address and apt # (if applicable):	
City, State, Zip:	
<u>Date of inspection/assessment:</u>	

1. For exterior surfaces, is the deteriorated paint at least 20 square feet in area? ☐ Yes ☐ No
2. For interior surfaces, in one room or space, is the deteriorated paint at least 2 square feet in area? ☐ Yes ☐ No
3. For both exterior and interior surfaces, is the deteriorated paint at least 10% of the total surface area on a component with a small surface area, such as a window sill, baseboard, door, handrail, or trim? ☐ Yes ☐ No

Lead assessor's name (print): \_\_\_\_\_

Lead assessor's signature: \_\_\_\_\_ Date: \_\_\_\_\_



If the answer to all of the above are "no," then, stop, place a copy of this worksheet and any supporting documentation in the client file, and determine if the client should choose another unit or if repairs will be attempted. If repairs are attempted, paint must be repaired and/or stabilized; however safe work practices and clearance are not required. Once repairs are made, conduct a follow-up visual assessment, and complete the Paint Stabilization Confirmation Worksheet.

If the answer to any of the above questions is "yes," then place a copy of this worksheet and any supporting documentation in the client file, and determine if the client should choose another unit or if repairs will be attempted. If repairs are attempted, safe work practices and a clearance inspection must be conducted by an independent certified lead professional. **Please note**, the clearance inspection cannot be conducted by the same firm that is repairing the deteriorated paint. Once repairs are made and clearance inspection is complete, conduct a follow-up visual assessment, and continue to the Paint Stabilization Confirmation Worksheet.

### Paint Stabilization Confirmation Worksheet

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

KHC Form HCA-203 (Rev. 9/15)



## Lead Screening Worksheet

### Instructions

Recipient agency staff should work with property owners and/or managers to ensure that all deteriorated paint identified during the visual assessment has been stabilized. If the area of paint to be stabilized does not exceed the "de minimus level", safe work practices and a clearance inspection are not required (though safe work practices are always recommended). In these cases, the recipient agency should confirm that the identified deteriorated paint has been repaired by conducting a follow-up assessment.

If the area of paint to be stabilized exceeds the "de minimus level", program staff should ensure that the clearance inspection is conducted by an independent certified lead professional. A certified lead professional may go by various titles, including a certified paint inspector, risk assessor, or sampling/clearance technician. Note, the clearance inspection cannot be conducted by the same firm that is repairing the deteriorated paint.

Complete a follow-up lead visual assessment and then complete this confirmation worksheet and gather supporting documentation such as a copy of the clearance inspection report, a copy of the certified inspector's credentials, and documentation safe work practices were used in the stabilization efforts and place them in the client file.

Agency name:	
Client household name:	
<u>Property address</u>	
Street address and apt # (if applicable)	
City, State, Zip:	
Date of initial inspection/assessment:	
Date of follow-up inspection/assessment:	

1. Has a follow-up visual assessment of the unit been conducted? ☐ Yes ☐ No
2. Have all identified problems with the paint surfaces been repaired? ☐ Yes ☐ No
3. Were paint surfaces repaired using safe work practices? ☐ Yes ☐ No ☐ N/A
4. Was a clearance inspection conducted by an independent, certified lead professional?  
☐ Yes ☐ No ☐ N/A
5. Did the unit pass the clearance inspection? ☐ Yes ☐ No ☐ N/A

Lead assessor's name (print): \_\_\_\_\_

Lead assessor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: This worksheet, as well as all other lead worksheets, and all supporting documentation should be maintained in the client file.

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC Form HCA-203 (Rev. 9/15)



# Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(Exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance 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 the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>	Date of Last Inspection (mm/dd/yyyy)	PHA

## A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate)
Full Address (including Street, City, County, State, Zip)		<input type="checkbox"/> Single Family Detached
		<input type="checkbox"/> Duplex or Two Family
		<input type="checkbox"/> Row House or Town House
		<input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment
		<input type="checkbox"/> High Rise: 5 or More Stories
		<input type="checkbox"/> Manufactured Home
		<input type="checkbox"/> Congregate
		<input type="checkbox"/> Cooperative
		<input type="checkbox"/> Independent Group Residence
		<input type="checkbox"/> Single Room Occupancy
		<input type="checkbox"/> Shared Housing
		<input type="checkbox"/> Other

## B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/> Fail		
<input type="checkbox"/> Inconclusive		

## Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					



\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	____ Floor Level		
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint  Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	____ Floor Level		
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint  Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	____ Floor Level		
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint  Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>5. All Secondary Rooms (Rooms not used for living)</b>						
5.1	None Go to Part 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.2	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features in these Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

---

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

---

**D. Questions to ask the Tenant (Optional)****1. Living Room**

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

**2. Kitchen**

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

**3. Other Rooms Used for Living**

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

**4. Bath**

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

**5. Overall Characteristics**

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

**6. Disabled Accessibility**


Unit is accessible to a particular disability. ☐ Yes ☐ No  
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave ☐
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Type of Inspection	Initial	Special	Reinspection
--------------------	---------	---------	--------------

Item Number	Reason for "Fail" or "Pass with Comments" Rating
-------------	--



Continued on additional page      Yes ☐      No ☐

Tenant's Name:	
Unit Number and Address:	Number of Bedrooms:
Landlord's Name:	
Landlord's Address:	Landlord's Telephone Number:

**LANDLORD:** The unit must be inspected by this agency. Until unit approval and execution of a rental assistance contract, this agency is not responsible for any part of the rent. Please attach a copy of your proposed lease to this form.

1. **TYPE OF UNIT:** \_\_\_\_\_ Single Family House \_\_\_\_\_ Mobile/Manufactured Home  
 \_\_\_\_\_ Duplex \_\_\_\_\_ Apartment \_\_\_\_\_ Townhouse  
 \_\_\_\_\_ Other (please specify): \_\_\_\_\_

2. Date unit was constructed: \_\_\_\_\_

3. What was the most recent rent charged (prior to this transaction)? \$ \_\_\_\_\_

4. In the previous rent stated above, were the same utilities & appliances included in the rent? ☐ YES ☐ NO

5.	Utilities & Services		Who pays?	
			Landlord/owner	Tenant
	Heat Fuel Type:	write in heat fuel type here		
	Cooking Fuel Type:	write in cooking fuel type here		
	Hot Water Fuel Type:	write in hot water fuel type here		
	Electric service for lights and items plugged into wall outlets			
	Type of Water service:	<input type="checkbox"/> Municipal <input type="checkbox"/> Well water		
	Type of Sewage service:	<input type="checkbox"/> Municipal <input type="checkbox"/> Septic System		
	Does unit have paid trash collection?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Does unit have air conditioning?	<input type="checkbox"/> YES <input type="checkbox"/> NO			
6.	Appliances		Who supplies?	
			Landlord/owner	Tenant
	Refrigerator			
Stove/Range				

7. **LANDLORD/OWNER CERTIFICATION:** By executing this request, the owner agrees that the required Lease Addendum(s) is acceptable and certifies that: (1) the information provided on this form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets proper housing quality standards (or will be brought to standard before the rental assistance contract is executed); and (4) this unit is made available, managed, and operated regardless of race, color, national origin, sex, religion, disability, familial status, age, sexual orientation, gender identity or marital status.

<b>PRINTED NAME OF TENANT:</b>
<b>SIGNATURE OF TENANT:</b>
<b>DATE:</b>

<b>PRINTED NAME OF LANDLORD/OWNER:</b>
<b>SIGNATURE OF LANDLORD/OWNER</b>
<b>DATE:</b>

KHC Form HCA -301 (REV 1/20)



**HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT**

<b>LANDLORD NAME, ADDRESS AND TELEPHONE NUMBER</b>	<b>UNIT NUMBER AND ADDRESS</b>	<b>TENANT NAME</b>

This HOME Rental Assistance Contract ("Contract") is entered into between \_\_\_\_\_ and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

**1. TERM OF THE CONTRACT**

The term of this Contract shall begin on \_\_\_\_\_ (mm/dd/yy) and end no later than \_\_\_\_\_ (mm/dd/yy).

The Contract automatically terminates on the last day of the term of the Lease.

**2. SECURITY DEPOSIT**

- A. Tenant/\_\_\_\_\_ will pay a Security Deposit to the Landlord in the amount of \$ \_\_\_\_\_. The Landlord will hold this Security Deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding escrow of Security Deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the Security Deposit as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.
- C. The Landlord shall immediately notify \_\_\_\_\_ when the Tenant has moved from the Contract unit.

**3. RENT AND AMOUNTS PAYABLE BY TENANT AND**

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$ \_\_\_\_\_.
- B. *Rent Adjustments.* With no less than \_\_\_\_\_ days' notice to the Tenant and \_\_\_\_\_, the Landlord may propose a reasonable adjustment to be effective no earlier than the 13<sup>th</sup> month of this Contract. The proposed rent may be rejected by either the Tenant or \_\_\_\_\_. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by \_\_\_\_\_, the Tenant's share of the rent shall be \$ \_\_\_\_\_.
- D. *Program Administrator Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by \_\_\_\_\_, \_\_\_\_\_'s share of the rent shall be \$ \_\_\_\_\_. Neither \_\_\_\_\_, KHC nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Landlord against the Tenant. \_\_\_\_\_'s obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the Landlord to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
  1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
  2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
  3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
  4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

- F. *Overpayments.* If \_\_\_\_\_ determines that the Landlord is not entitled to any payments received, in addition to other remedies, \_\_\_\_\_ may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Coupon Contract.

#### 4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. \_\_\_\_\_ shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If \_\_\_\_\_ determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy to terminate payment of \_\_\_\_\_'s share of the rent and/or terminate the Contract.

#### 5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws and the provisions of the Lease. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify \_\_\_\_\_ in writing when eviction proceedings are begun. This may be done by providing \_\_\_\_\_ with a copy of the required notice to the Tenant.

#### 6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status. The obligation of the Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, the Department of Housing and Urban Development, and \_\_\_\_\_, any of which shall be entitled to invoke any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with \_\_\_\_\_, KHC and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations as covered in the requirements of the Federal HOME Investment Partnerships Program.

#### 7. \_\_\_\_\_, KHC AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the \_\_\_\_\_, KHC or HUD may reasonably require.
- B. The Landlord shall permit \_\_\_\_\_, KHC or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

#### 8. RIGHTS OF \_\_\_\_\_ IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
1. If the Landlord has violated any obligation under this Contract; or
  2. If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  3. If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. \_\_\_\_\_'s right and remedies under the Contract include recovery of overpayments, termination or reduction of payments and termination of the Contract. If \_\_\_\_\_ determines that a breach has occurred, \_\_\_\_\_ may exercise any of its rights or remedies under the Contract. \_\_\_\_\_ shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by \_\_\_\_\_ to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by \_\_\_\_\_ in accordance with this Contract shall be effective as provided in a written notice by \_\_\_\_\_ to the Landlord. \_\_\_\_\_'s exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. \_\_\_\_\_'S RELATION TO THIRD PARTIES

- A. \_\_\_\_\_ does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of \_\_\_\_\_ and this Contract does not create or affect any relationship between \_\_\_\_\_ and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than KHC or HUD) to enforce any provision of this Contract or to assess any claim against HUD, KHC, \_\_\_\_\_ or the Landlord under this Contract.

10. **CONFLICT OF INTEREST PROVISIONS**

No employee of \_\_\_\_\_ who formulates policy or influences decisions with respect to the HOME TBRA Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. **TRANSFER OF THE CONTRACT**

The Landlord shall not transfer in any form this Contract without the prior written consent of \_\_\_\_\_. \_\_\_\_\_ shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to \_\_\_\_\_) to comply with the terms and conditions of this Contract.

12. **ENTIRE AGREEMENT; INTERPRETATION; NOTICE**

- A. This Contract contains the entire agreement between the Landlord and \_\_\_\_\_. No changes in this Contract shall be made except in writing signed by both the Landlord and \_\_\_\_\_.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.
- C. All notices required under this Contract shall be sent via U.S. mail to the address listed above for each party to this contract.

13. **WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**

- A. The Landlord warrants the unit is in decent, safe and sanitary condition as defined in 24 CFR Section 882.109 and under Section 8 Housing Quality Standards, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

<b>Landlord Name (Print)</b>	<b>Representative (Print)</b>
<b>Signature and Date</b>	<b>Signature and Date</b>

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO: \_\_\_\_\_

NAME(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

TAX ID# \_\_\_\_\_

**HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) LEASE ADDENDUM**

TENANT	LANDLORD	UNIT NUMBER AND ADDRESS

This lease addendum adds the following paragraphs to the Lease between the Tenant and the Landlord referred to above.

- A. **Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under \_\_\_\_\_'s HOME TBRA Program. Under the Rental Assistance Program, \_\_\_\_\_ will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that \_\_\_\_\_ and Landlord will promptly execute a HOME TBRA Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and \_\_\_\_\_, effective the first day of the term of the Lease.

- B. **Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

- C. **Terms of the Lease.** The term shall begin on \_\_\_\_\_ (mm/dd/yy) and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Program Contract between \_\_\_\_\_ and TBRA Landlord.

- D. **Rental Assistance Payment.** Each month \_\_\_\_\_ will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

E. **Security Deposit**

- (1) The Tenant/\_\_\_\_\_ (circle one) has deposited \$ \_\_\_\_\_ with the Landlord as a Security Deposit. The Landlord will hold this Security Deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding escrow of Security Deposits.
- (2) After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the Security Deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

- F. **Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities, appliances and services listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE/SERVICE		INCLUDED IN RENT	TENANT PAID
Trash Collection		<input type="checkbox"/>	<input type="checkbox"/>
Water/Sewer		<input type="checkbox"/>	<input type="checkbox"/>
Heating Fuel (specify type)	Heating Fuel	<input type="checkbox"/>	<input type="checkbox"/>
Other electric		<input type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel (specify type)	Cooking Fuel	<input type="checkbox"/>	<input type="checkbox"/>
Water Heating (specify)	Water Heating	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator		<input type="checkbox"/>	<input type="checkbox"/>
Range/Microwave		<input type="checkbox"/>	<input type="checkbox"/>
Air Conditioning		<input type="checkbox"/>	<input type="checkbox"/>

- G. **Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying and obtaining the Landlord's permission.

---



---



---



---



---

- H. **Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).
- I. **Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The Landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify \_\_\_\_\_ in writing when eviction proceedings are begun. This may be done by providing \_\_\_\_\_ with a copy of the required notice to the Tenant.
- J. **Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below          shall not apply and not be enforced by the Landlord.
- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
  - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
  - (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
  - (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
  - (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
  - (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
  - (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
  - (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.
- K. **Nondiscrimination.** The Landlord shall not discriminate against the Tenant in the Provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
Printed Name of Family Representative	LANDLORD NAME:
Signature of Family Representative and Date	Printed Name of Landlord Representative
Printed Name of Family Representative	Signature of Landlord Representative and Date
Signature of Family Representative and Date	

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

## **HUD Publishes New Proposed Rule Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs**

On April 1, 2015, the Department of Housing and Urban Development issued a **proposed rule** amending HUD's regulations to fully implement the requirements of the Violence Against Women Act (VAWA) as reauthorized in 2013 under the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 provides enhanced statutory protections for victims of domestic violence, dating violence, sexual assault, and stalking. VAWA 2013 also expands VAWA protections to HUD programs beyond HUD's public housing and Section 8 programs, which were covered by the reauthorization of VAWA in 2005 (VAWA 2005). In addition to proposing regulatory amendments to fully implement VAWA 2013, HUD has also created two documents concerning tenant protections required by VAWA 2013 – a notice of occupancy rights and an emergency transfer plan.

## **VAWA Training Aid<sup>1</sup>**

### **VAWA applies to the following programs:**

- HOME TBRA
- Emergency Solutions Grant (ESG)
- Continuum of Care program (COC)
- Housing Opportunities for Persons with Aids (HOPWA)
- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for Persons with Disabilities
- Rural Housing Stability Assistance Program
- Multifamily rental housing under section 221 and 236 (public housing)
- Tenant –based and Project based Section 8
- Section 8 Moderate Rehabilitation Single Room Occupancy
- The Housing Trust Fund
- FHA mortgage insurance for multifamily rental housing
- Low Income Housing Tax Credit (LIHTC)
- Rural Development 515

### **Who is protected?**

It should be noted that, although VAWA refers to women in the title, the statute makes it clear that the protections are for all applicants/tenants regardless of sex, gender identity, sexual orientation, or age.

The VAWA provides protections to women and men who are victims of domestic violence, dating violence, sexual assault and/or stalking (collectively referred to as VAWA crimes).

VAWA protections are also provided to affiliated persons, and it includes:

- a Spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in place of a parent or guardian (for example – the affiliated individual is a person in the care, custody or control of the victim); or
- Any individual, tenant/applicant, or lawful occupant living in the household of that individual

Your new VAWA policy must support and/or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes.

### **Limits**

VAWA does not limit an agency/landlord's rights to terminate assistance/tenancy for any violation that is not related to a VAWA crime. However, the agency/landlord must not subject the victim or a person affiliated with the victim to a more demanding standard than other tenants when determining whether to terminate assistance/tenancy.



VAWA does not limit an agency/landlords right to terminate assistance/tenancy if the agency/landlord can demonstrate an actual and imminent threat would be present if the resident or lawful occupant is not terminated. If the threat were:

- to other tenants
- to employees
- to vendors providing services

In this context, words, gestures, actions or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “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.

#### **Notification of VAWA protections**

VAWA requirements obligate the agency/landlord to provide tenants and applicants with a notice explaining their VAWA rights.

Notices (HUD 5380 & HUD 5382) should be given to:

- Every applicant when admitted to program (this started December 16, 2016)
- Every denied applicant (this started December 16, 2016)
- Every current tenant (must be completed by December 16, 2017)
- Every client at recert & at unit transfer (not required by rule, but recommended)
- Every client at termination (this started December 16, 2016)

#### **When someone is seeking VAWA protection**

When a person indicates that they are a victim of a VAWA crime and states that they want to invoke their protection, the agency and/or landlord must take certain steps.

#### **Certification as a victim of VAWA crime**

VAWA does not require an agency or landlord to request that an individual seeking VAWA protection submit documentation of that status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking. However, if an agency/landlord is going to require certification or other documentation, requests for documentation must be in writing and must conform to the rules and timelines described. HUD stresses this point in the final rule.

***Applicants and residents*** decide which of the following method is used to certify their status as a victim of a VAWA crime or as someone affiliated with the victim of the VAWA crime.

The person seeking VAWA protections can complete, sign and submit the VAWA Certification Form (HUD-5382). Agency/landlords must allow at least fourteen (14) business days from the date of the request for this information.

Agency/landlord may provide additional time, but may not provide less time. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If the applicant/tenant has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, local police or court, the resident may (but is not required) submit written proof of this outreach in lieu of the certification form.

Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, and/or stalking or the effects of the abuse. This document must be signed by the applicant/tenant. The signatory attests under penalty of perjury that the professional believes it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

The notice also states that examples of reports from law enforcement agencies and courts include police reports, protective orders, and restraining orders, among others. Also if the resident is currently living in a shelter established to protect victims of violence covered under the VAWA, The agency/landlord should accept verification of such living arrangement in lieu of additional documentation.

The victim is not required to name the accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

If a covered housing provider (agency or a landlord receiving HUD funds) receives documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered housing provider may require an applicant or tenant to submit third-party documentation as described above, within thirty (30) calendar days of the date of the written request for the third party documentation. The covered housing provider **MUST** make this request to the client in writing.

### **Confidentiality Requirements**

Victims have a right to privacy when dealing with the agency/landlord regarding domestic violence, dating violence, sexual assault or stalking. All information provided by the resident must be kept confidential.

Based on HUD HSG Notice 08-07, any information about a person's status as a victim of a VAWA crime must be maintained in a separate file.

The identity of the victim and all information provided to the agency/landlord related to the incident(s) of violence must be retained in confidence by the agency/landlord and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

1. Requested or consented to by the individual in a time-limited written release;
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law

### **What is the VAWA accommodation?**

What does the applicant/tenant want you (the agency or the landlord) to do to help them exercise their protections? That is the next question. (Note: you are not required and in some cases, you are not authorized to waive eligibility or other program requirements)

Some examples of a VAWA accommodation include:

- Waive tenant selection criteria (such as: credit screening, previous landlord screening, etc.)
- Reconsider rejection
- Modify a lease term (such as: waive the requirement to provide 30 day notice to move)
- Reconsider a lease violation
- Reconsider a termination of assistance or tenancy
- Evict a member of the household
- Emergency transfer

Most agency/landlords will consider each request on a case-by-case basis. It is good to standardize procedures to assist with the interview process to ensure that staff remembers to provide the same opportunities to all people seeking VAWA protections. Remember, though, people seeking VAWA protections cannot be required to provide specific information unless the rules states that agency/landlords have the authority to require disclosure or verification.

In order to set appropriate expectations, agency/landlords should define how they respond to request for VAWA accommodation requests. For example, you may want to include language similar to the following:

*“The agency/landlord will review and respond to requests to exercise protections provided under the VAWA as quickly as possible but within no more than ten (10) days of receiving all required documentation.”* (Note: this timeframe is not defined by the CFR. Covered housing providers should properly set expectations by defining the length of time that may be necessary to respond.)

*“The agency/landlord may provide the response in any manner acceptable to the victim and the agency/landlord. Responses include:*

- *Approval of the request for a specific VAWA accommodation*
- *Denial of the request for a specific VAWA accommodation*
- *Request for additional information*

*If the request is denied, the person seeking VAWA protections will have the right to appeal. Requests to appeal must be received within ten (10) business days of the date of the denial. When requested, the appeal will be held with someone who was not involved in the original decision to deny. The agency/landlord will grant a reasonable accommodation when there is the presence of a disability. “*

**There are a few VAWA accommodations that require a little more in depth discussion.**

1. The option to bifurcate the lease
2. Continued eligibility of remaining household members, and
3. Emergency transfers

### **Option to Bifurcate the Lease**

If the agency/landlord determines that physical abuse caused by a resident is clear and present, the law provides the agency/landlord the authority to bifurcate a lease (i.e., remove, evict, or terminate assistance to any accused perpetrator), while allowing the victim, who lawfully occupies the home to maintain tenancy.

Even in these cases, the agency/landlord may not require that the person seeking VAWA protections provide verification of their status as a victim of a VAWA crime or a person affiliated with someone who is a victim of a VAWA crime. Except for cases where there is conflicting evidence, it is the choice of the person seeking VAWA protections which form of documentation to submit.

However, when there is conflicting evidence, the agency/landlord may request, in writing, that the applicant/tenant submit specific documentation within thirty (30) calendar days of the written request. The agency/landlord may attempt to evict the accused perpetrator, but applicants and tenants should know that state/local tenant-landlord laws prevail and the agency/landlord must comply with such laws. The agency/landlord cannot guarantee that a court will award or enforce an eviction.

The tenant must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local laws. Evictions are generally carried out through the court system and the agency/landlord cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member or an affiliated person, an appropriate certification (i.e., recert) must be processed reflecting the change in household composition.

Agency/landlord may also establish policies to execute a new lease or to provide a HUD approved lease addendum.

Special consideration will be given if the remaining household members are not qualified to remain in the unit as a "remaining household member". This is program specific; please see your specific program rule.

### **Continued Eligibility**

In some cases, when a tenant leaves a unit, the agency/landlord is required to determine if remaining household members are eligible for subsidy or for housing.

The agency/landlord must determine eligibility of remaining family members when the qualifying member leaves. Please check your specific program rule for time frames related to this eligibility determination.

In standard cases, the agency/landlord is required to provide a 30-day notice of termination of tenancy or assistance.

If the accused perpetrator leaves the unit or is terminated and was the eligible/qualifying tenant under the covered housing program, the agency/landlord will provide to any remaining tenant(s) that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

- Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient or assistance at the time of bifurcation of the lease; or
- Establish eligibility under another covered housing program; or
- Find alternative housing

The 90- Calendar-day period will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The 90-calendar-day period will not apply beyond the expiration of a lease, unless this is permitted by program regulations.

The covered housing provider may extend the 90-calendar-day period up to an additional 60-calendar-days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond the expiration of the lease.

Since there is no governing timeframe, as long as the remaining member(s) are party to the lease and is of legal age to sign, we assume that the person may remain in the unit and continue to receive subsidy for at least 90 days and potentially for an additional 60 days unless the lease expires.

### **Emergency Transfers**

Agency/landlords must develop and implement an Emergency Transfer Plan, no later than June 14, 2017 based on HUD's model Emergency Transfer Plan.

The plan must include policies for assisting

- A tenant who is seeking an external emergency transfer under VAWA out of the agency/landlord's program or project
- A tenant who is seeking an external emergency transfer under VAWA into the agency/landlord's program or project.

Definitions:

Internal emergency transfer – refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

External emergency transfer – refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.

Safe Unit – refers to a unit that the victim believes is safe.

### **Qualifications for VAWA emergency transfer**

The emergency transfer plan must explain that an applicant/tenant qualifies for an emergency transfer if:

- The tenant requests the transfer
- If the tenant reasonably believes that there is a threat to imminent harm if the tenant remains within the same unit
- If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar day period preceding a request for an emergency transfer.

This is true even if the tenant is not a tenant in good standing.

The tenant's submission of a written request to the agency/landlord, where the tenant certifies that they meet the criteria shall be sufficient documentation of the requirements (i.e., self-certification).

The agency/landlord may ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking if the individual has not already provided documentation of that occurrence. No other documentation is required to qualify the tenant for an emergency transfer.

### **Requirements for the Emergency Transfer Plan**

The VAWA Emergency Transfer Plan (ETP) must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.

The ETP must describe policies for assisting a tenant in making an internal emergency transfer under VAWA when a safe unit is not immediately available, and these policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that agency/landlords may already provide to other types of emergency transfer requests.

The ETP must describe reasonable efforts the agency/landlord will take to assist a resident who wishes to make an external emergency transfer when a safe unit is not immediately available.

Nothing may preclude a tenant from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

The ETP must detail any preference given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of applicants and/or tenants requesting transfers. Please keep in mind that this may also require the agency/landlord to edit existing tenant selection plans.

The ETP must incorporate strict confidentiality measures to ensure that the agency/landlord does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.

The agency/landlord must make the ETP available upon request and, when feasible, must make its plan publicly available, such as posting on a bulletin board.

The agency/landlord must:

- Keep a record of all emergency transfer requested under its ETP and the outcomes of such requests
- Retain these records for a period of three (3) years or for a period of time as specified in the program regulations
- Report request and outcomes of such request to HUD annually.

At this time, there is no HUD form which can be used to track this information.

<sup>1</sup>- Majority of the information in this document was borrowed from 2017 Ross Business Development, Inc. publication.

---

## Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>

### To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that \_\_\_\_\_ is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

### Protections for Applicants

If you otherwise qualify for assistance under \_\_\_\_\_, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### Protections for Tenants

If you are receiving assistance under \_\_\_\_\_, you may not be denied assistance, terminated from participation, or be evicted from your rental housing

---

<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under \_\_\_\_\_ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for

documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

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

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

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

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with \_\_\_\_\_ or \_\_\_\_\_.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

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

For questions regarding VAWA, please contact \_\_\_\_\_.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact \_\_\_\_\_.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact \_\_\_\_\_

Victims of stalking seeking help may contact \_\_\_\_\_.

**Attachment:** Certification form HUD-5382 **[form approved for this program to be included]**

---

## **Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **Emergency Transfers**

\_\_\_\_\_ (acronym HP for purposes of this model plan) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model

---

<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that \_\_\_\_\_ is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HP's management office and submit a written request for a transfer to \_\_\_\_\_. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

**Confidentiality**

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Timing and Availability**

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

---



---



---



---

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_





## Personnel Activity Reports

An **acceptable** PAR will meet the following criteria:

- ✓ Reflects an after-the-fact determination of the actual activity of the employee.
- ✓ Accounts for the total activity for which the employee is compensated (accounts for the full work day/ work week)
- ✓ Is signed by the employee and a responsible supervisory employee who has firsthand knowledge of the employee's activities
- ✓ Is completed and signed each pay period
- ✓ Is supported by records indicating the total number of hours worked each day
- ✓ If used for meeting match, is completed in the same manner as salaries and wages claimed for reimbursement from the grant
- ✓ Lists the category, the eligible activity, the total time spent on the activity, the grant the activity was conducted for, the client for whom the task was being conducted (if applicable) and adequate details describing the activity

PARS must be reflective of the actual time billed to the grant, therefore the hours reported on the PAR for the grant multiplied by the hourly rate of pay plus fringe should be the equivalent of funds requested from the grant.

Frequent mistakes made on PARS include the following:

- Not reporting the full work day
- Failure to designate the applicable grant
- Bundling clients and/or activities into unclearly designated categories
- Failure to identify an eligible client
- Reporting activities conducted for one funding source to a different funding source
- Designating an activity to an incorrect category
- Reporting holiday's and other paid time off in full for the same time reported as worked
- Not obtaining required signatures
- Not reporting and/or prorating holiday, vacation, or sick leave time