CITY OF FORT MYERS FLORIDA

City of Palms

THE HOUSING AUTHORITY
OF THE CITY OF FORT MYERS, FLORIDA

Housing Authority of the City of Fort Myers

Section 8

Housing Choice Voucher Program

Certification Booklet

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Fort Myers, Florida 33916

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FAMILY BRIEFING PACKET

Introduction

This packet has been prepared for you as a guide for participation in the Section 8 Housing Choice Voucher Program.

It is designed to provide you with accurate information on how the program works. Please take the time to read it carefully; it will help you find a suitable place to live.

The Housing Authority of the City of Fort Myers (HACFM) will make every effort to inform you of the program rules, and to advise you of how these rules affect you.

You are encouraged to ask any questions you may have about the program during the briefing. Please feel free to submit questions at any time during your participation in the program. The rules and regulations for the Section 8 Housing Program are determined by the U.S. Department of Housing and Urban Development (HUD). The purpose of the Section 8 Housing Choice Voucher Program is to provide rental assistance to eligible low-income families.

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- Child Support
- Lee County Public Schools registration information and map

Chapter 1 Family and Owner Requirements

Family Obligations

Any information the family supplies must be true and complete. **The family must**:

1. Supply any information that The Housing Authority or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and Information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by The Housing Authority to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify The Housing Authority in writing when the family is away from the unit for an extended period of time in accordance with The Housing Authority of the City of Fort Myers policies.
5. Allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
6. Notify the Housing Authority and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the families only residence.
8. Promptly notify The Housing Authority in writing of the birth, adoption, or court-awarded custody of a child.
9. Request (in writing) approval from The Housing Authority to add any other person as an occupant of the unit.
10. Promptly notify The Housing Authority in writing if any family member no longer lives in the unit.
11. Promptly give The Housing Authority a copy of any owner eviction notice.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
13. Promptly (in writing within 10 days) notify The Housing Authority in writing when any member of the household's income increases/decreases.

The family (including each family member) must not:

1. Own or have any interest in the unit
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity, violent criminal activity, other criminal activity or any other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless written approval is granted by The Housing Authority of the City of Fort Myers. This includes a stepparent or stepchild.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

Owner Responsibilities

1. The owner is responsible for screening the family prior to the initial lease for the following:
   - Rent and utility payment history
   - Suitability of tenancy
   - Prior Eviction
   - Drug/Criminal related activities
   - Compliance of tenancy from prior owner or the Housing Authority of the City of Fort Myers
2. Provide participant(s) with 60-day written notice of a new lease and a copy to The Housing Authority of The City of Fort Myers
3. Terminate lease for serious and repeated violations or other good cause.
4. Provide a written notice to tenant that specifies grounds for eviction and a copy to the Housing Authority.
5. The owner is responsible for collecting the security deposit.
6. The owner must notify The Housing Authority and tenant if lead-based paint is present in the unit.
8. The owner may not terminate the family for non-payment of The Housing Authority's portion of the rent.
9. The owner must provide all utilities and services required under the lease.
10. Management, maintenance, and leasing functions.
11. Rent collection.
12. Compliance with the Housing Assistance Payment Contract and Equal Opportunity requirements.

The Housing Authorities Responsibilities

In Order for the Program to be Successful, The Housing Authority must do the following:

- Review all applications to determine whether an applicant is eligible for the program
- Explain all the rules of the program to all participating landlords/agents and families that qualify
- Issue a Housing choice voucher
- Approve the unit, the owner and lease
- Makes Housing assistance Payments to the owner in a timely manor
- Ensure that both the family and the unit continue to qualify under the program
- Ensure that the families and the owners comply with program rules
- Provide owners and families with prompt, efficient and personal service

FAMILY INFORMATION TO OWNERS

Policy to Disseminate Tenant Information to the Owner Regarding the Participating Family

The HACFM has the right to give Section 8 landlords information about your rental history of information about drug trafficking by family members. We are also required to tell landlords information on your current & prior landlord.

De-concentration

The Housing Authority encourages all of the participants to locate housing outside of Poverty Areas. The Housing Authority voucher assistance area includes all of Lee County.



Chapter 2 Voucher Issuance

The Housing Choice Voucher is valid for a period of at least sixty (60) calendar days from the date of issuance. The family must submit a Request for Tenancy Approval and Lease within the sixty day period unless an extension has been granted by The Housing Authority. The Housing Authority will only grant an extension due to hospitalization or other good cause. A request for an extension must be made in writing and must include reason for request of the extension. The Housing Authority may extend the term up to 120 days from the beginning of the initial term if the family requires and requests an extension.

Housing Assistance Programs Occupancy Standards

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household Minimum Number	Persons in Household Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	3	4
3 Bedrooms	5	6
4 Bedrooms	7	8
5 Bedrooms	9	10
6 Bedrooms	11	12

Occupancy Standards Flexibility and Exceptions:

The HACFM does not determine who shares a bedroom/sleeping room, but the voucher is issued at two person per bedroom on the Voucher. The HACFM subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

- A single nonelderly, elderly or disabled individual will be issued a 0-bedroom Voucher
- A single individual with an infant will be issued a 1-bedroom Voucher

* Generally, the HACFM assigns one bedroom to two people within the following guidelines:

    - Live-in attendants will be considered in determining bedroom size voucher following the same subsidy standards. No additional bedrooms are provided for the attendant's family.
    - Space will not be provided for a child who is away at school.

The HACFM shall grant exceptions from the subsidy standards if the family requests and the HACFM determine the exceptions are justified by the health or disability of family members or other individual circumstances. The HACFM will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

*** Verified medical or health reason; or**

*** Elderly persons or persons with disabilities who may require a live-in attendant.**

Request for Exceptions to Subsidy Standards

* The family may request a larger sized voucher than indicated by the HACFM subsidy standards. Such request **must** be made in writing within [10] business days of the HACFM determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

Requests based on health-related reasons must be verified by a doctor/medical/professional/ social service professional.

Payment Standards

Effective 01/01/2021
Payment Standard set between 90% - 110%

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
FMR	931	951	1197	1559	1762	2026
Payment Standard	1024	1046	1316	1714	1938	2228

The Payment Standards listed above show an average of what the unit you locate could costs. These amounts are standards NOT limits. You may be able to exceed the amount listed above providing you are not paying more than 40% of your income as Tenant Rent and the rent is reasonable according to the local market.

The FMR's for unit sizes larger than 4 bdrms are calculated by adding 15% to the 4 bedrooms for each additional bedroom. Ex: 5 bedrooms = 1.15, 6 bedrooms = 1.30.

NOTE: The above income limits are subject to change as HUD generally revises these limits annually.

Portability

One of the great benefits of the Section 8 Voucher Program is that your assistance "MOVES" with you. You can use your assistance to move, not only across town, but also to move to anywhere in the UNITED STATES.

You must be a participant with The Housing Authority for at least one (1) Year to be eligible to port outside of our jurisdiction.

The Housing Authority may limit moves under portability. Contact your Housing Specialist if you wish to exercise portability. You will be advised of any restrictions and procedures that may apply to you.

Neighboring Housing Agencies include:

Punta Gorda Housing Authority, PO BOX 51146, Punta Gorda, FL, 33951. **941-639-4344**
Collier County Housing Authority, 1800 Farm Worker Way, Immokalee, FL, 34142. **239-657-3649**

Facts about Portability

What you should know:

- The Housing Authority where you want to move may have different rules, policies, and deadlines.
- There may be a different fair market rent limit or payment standard in that area.
- The new Housing Authority will probably have different utility allowances that will affect the amount you pay for rent.
- A different size certificate or voucher may be issued to you.

Family Self-Sufficiency

The Family Self-Sufficiency (FSS) Program was established to promote economic self-sufficiency among families presently participating in the Section 8 Certificate/Voucher program. Eligible families are linked with the appropriate support services and resources in their communities needed to move the family toward economic self-sufficiency.

If you are eligible and decide to participate in the FSS Program, The Housing Authority will establish an FSS money and interest-bearing escrow account for the family. The escrow account affords the family the opportunity to save money and work towards economic independence. Monies in the escrow are accrued by increases in the families rent portion. The Housing Authority will provide the family a report on the amount in the FSS escrow account at least once a year. FSS is a five-year program designed to encourage support providers in the community to coordinate resources in a comprehensive way and help low-income families become self-sufficient, reducing the family's need for Section 8 assistance.

Homeownership Voucher

After successful completion of one year on the Section 8 Housing choice voucher program, you may qualify for the Homeownership voucher. Participants in the Housing Choice Homeownership Program may have their mortgage payments subsidized for a maximum term of 15 years on a mortgage loan of 20 years or more. Mortgage loans less than 20 years may be subsidized for a maximum term of 10 years.

Chapter 3 Locating a Rental Unit

In order to assist you in your search to obtain suitable housing we encourage interested property owners to advertise online at www.gosection8.com . In addition we urge clients to utilize the internet to obtain rental property information from **several search engines, such as: www.apartments.oodle.com, www.showmetherent.rentlinx.com, www.rent.com, www.rentalads.com, www.housinginfo.com, www.rentbits.com,** etc...In addition you should review the local news-papers, contact real estate agencies, drive around neighborhoods as some owners post signs, etc...It is important that you do everything within your power to obtain suitable housing as soon as possible because your voucher is time restricted.

****Keep in mind, HACFM has not pre-approved any property or on any of these sights. We are in no way an agent or point of contact to reach any of the owners for tenancy approval. The search engines listed are in no way affiliated with our agency.***

When you find an advertisement for an available unit, call the number listed in the ad, to learn more about the unit. Before you call, note what the ad tells you; write down questions you may have (examples to follow). As you receive the answers to your questions remember to always, write them down.

Now you are finally ready to call. Remember, you must always take this seriously. The first impression the owner or agent has of you should be the best. The person who answers will probably be the owner or manager. If you are prepared, speak with assurance then ask questions the owner will note your interest in the unit.

Questions to Ask

- The name, address, and phone number of the owner or representative.
- The full address of the unit.
- How many bedrooms/bathrooms?
- How much is the rent/security deposit?
- Which utilities are included in the rent?
- Is a stove and refrigerator provided?
- Are there special restrictions, such as no pets or no children?

When you have sufficient information to assure the unit may be what you want, then ask for a time to see it. Be prompt for the appointment. If you cannot keep your appointment you should call ahead of time, to re-schedule. No one likes to be kept waiting. Remember to make a great first impression with your possible future landlord. You may want to arrive earlier than the appointed time to look around the neighborhood or complex. We suggest, you dress as though you were going on a job interview to make a good impression. It is also a good idea to leave your children with a friend, relative, or babysitter.

Other things to keep in mind when selecting a unit

The Neighborhood:

- ☐ Is there access to Public transportation?
- ☐ Are there stores close by?
- ☐ Will I have access the my medical providers / pharmacy?
- ☐ Will my children have to change schools?
- ☐ What school area will I be in?
- ☐ Is there adequate street lighting?
- ☐ Is there heavy traffic close by?
- ☐ Is the neighborhood well kept?
- ☐ Will I feel safe in this neighborhood?

*** REMEMBER THE UNIT YOU CHOOSE WILL BE YOUR RESIDANCE FOR AT LEAST 1 YEAR YEAR.

Introducing a landlord to the Housing Choice Voucher program

The way in which you present yourself to a prospective landlord will have a great influence on whether a landlord will be willing to participate in the program. Remain calm and explain the program as best you can. However, we strongly suggest before you mention Section 8 you do the following three things:

- Look the unit over to get a feel for the unit, and to see what condition the house is in. Determine if the house is right for you and your family.
- Discuss the rent with the landlord and find out who will be responsible for which utilities.
- Ask the owner any questions you might have about the neighborhood, schools, transportation, nearby stores, etc...

If you are satisfied that this is the unit you want, tell the landlord that you are a participant in the Section 8 Rental Assistance Program. Explain that a portion of your rent will be paid to him promptly and directly by the Housing Authority etc... Once you have explained the program ask the owner if he/she would be interested in accepting the Section 8 HCV Program.

This office also has a landlord briefing packet, if they would like additional information.

Chapter 4 Steps to Renting the unit

I found the perfect unit. Now what?

1. Have the owner complete the Landlord information questionnaire.
2. Our agency will inspect the unit.
3. This office will certify if the unit is rent reasonable.
4. Get approval from Your housing Specialist to proceed
5. Sign a lease with the owner (bring a copy to your caseworker).
6. Pay Security Deposit, and your portion of rent.
7. The owner will need to sign a HAP Contract.
8. **YOUR RENTAL ASSISTANCE NOW BEGINS!**

Housing Quality Standards (INSPECTIONS)

Before The Housing Authority can make payments to you on behalf of a tenant family, the unit MUST meet HUD's minimum Housing Quality Standard (HQS). HUD, nationwide, ensures that all assisted units meet minimum health and safety standards and that these standards have been implemented.

The booklet "A Good Place to Live" describes the general aspects of a unit that must be inspected for compliance with HQS. A copy of "A Good Place to Live" is attached for your information.

Types of Inspections

Initial/Move-In - Conducted upon receipt of a complete Housing Choice Voucher Packet.

Biennial - Must be conducted within 24 months of the initial or previous annual HQS inspection. It is a requirement of your participation with the Housing Choice Voucher program

Special - Conducted at the request of the owner, tenant, agency or third party.

Quality Control - A random sample of quality control inspections will be conducted for 10% of all units which have been inspected by The Housing Authority.

A Checklist for Housing Quality Standards

This checklist will help you to determine whether your unit will pass the basic inspection guidelines and meet The Housing Authority housing quality standards.

THE BUILDING EXTERIOR

- ☐ Are foundation, stairs, rails, gutters, and porch sound and free from hazards or deterioration?
- ☐ Is there a handrail for four or more steps?
- ☐ Are the chimney and other brickwork free of loose bricks and mortar?
- ☐ Is the paint chipping, peeling, or cracking?

LIVING ROOM

- ☐ Are there two working electrical outlets or one outlet and one light fixture?
- ☐ Can the windows be locked?
- ☐ Are the windows and frames in good condition? If the windows have security bars, is there an emergency release?
- ☐ Are the walls, ceilings, and floors in good condition?
- ☐ Is the paint peeling, chipping, or cracking?

KITCHEN

- ☐ If appliances are provided, are they working properly? Gas appliances should have a shut-off valve.
- ☐ Is the plumbing free from leaks and working properly? Under the sinks there should be shut-off valves.
- ☐ Are there two working electrical outlets or one outlet and one light fixture?
- ☐ Can all windows be locked and are they in good condition?
- ☐ Is the paint peeling, chipping, or cracking?
- ☐ Is there adequate space for storage and food preparation?

BATHROOM

- ☐ Are the tub, sink, shower, and toilet in good condition and working properly? Toilet should have a shut-off value.
- ☐ Is there an operable, lockable window or an air exhaust vent if no window is present?
- ☐ Are floor, ceilings and walls clean and in good condition?

BEDROOMS

- ☐ Is there a window in good condition and lockable in each bedroom?
- ☐ Are there two working electrical outlets or one outlet and one light fixture in each bedroom?
- ☐ Are floors, ceiling and walls in good condition?
- ☐ Is the paint peeling, chipping, or cracking?

OTHER ROOMS AND AREAS

- ☐ Does the Heat and water heater work and are they in good condition?
- ☐ Does the unit contain smoke detectors?
- ☐ Does the hot water heater have a pressure relief valve and discharge line 6 to 8 inches from the floor?
- ☐ Does the unit have at least 2 exits?
- ☐ Are all rooms well-lit and free from electrical hazards?
- ☐ Are the house and yard free from trash and other debris?
- ☐ Is There adequate heat for all rooms, including the bathroom?
- ☐ Are all windows accessible to open, close, and lock?

Lead Based Paint

(Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards)
The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, windowsills, doors and doorframes. Lead-based paint and primers (under-costs of paint) may also have been used on outside porches, railings, garages, fire escapes and lampposts. When the paint chips, flakes, or peels off, there may be a real danger for babies and young children. Children could eat paint chips or chew on painted railings, windowsills or other items when parents are not around. Children could also swallow lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they could get these particles on their hands, put their hands into their mouths, and swallow a dangerous amount of lead. It is the responsibility of the owner to inform the family and The Housing Authority of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

The Housing Authority is providing you with a copy of *Protect Your Family Against Lead in Your Home* for your information. Please take the time to read this information carefully.

Rent Reasonableness

The Housing Authority is responsible for ensuring that rents charged by owners are reasonable based upon objective comparable rents in the private unassisted market.

The Housing Authority shall certify for each unit which it approves a lease, that the contract rent for such unit is:

- Reasonable in relation to rent currently being charged in the private market, taking into account the location, size, type, quality, amenities, facilities, management, and maintenance service of such unit; and
- Not in excess of rents currently being charged by the owner for comparable unassisted units and assisted units.

The Housing Authority contracts with GoSection8.com for the rent reasonableness certification.

Application fee's

Some Landlords will charge application fees to conduct background checks and credit reports. The Housing Authority does **NOT** pay any application fees.

Security Deposits

Landlords can charge a security deposit that is equal to that charged by their non-Section 8 renters. This means that landlords can charge a security deposit to equal one month's rent or in some cases first, last, and security. It is your responsibility as a tenant, to pay the security deposit. If you vacate the unit within the provisions of the lease owing no money for rent and/or damages, the owner must follow Fl. Statue 83.49 in regard to returning the security deposit. You will find many owners willing to work out a payment plan for the deposit but he or she will not typically advertise such things. If you need an owner to work with you it should be conveyed early on. DO NOT wait until it's time to gain occupancy to approach this subject.

In addition, if you propose to pay your deposit in two equal installments, I strongly suggest you follow through with your proposal. Failure to do so could end up in you being evicted.

LEASE

The Lease is between you (the tenant) and the landlord. The Lease is an official legal document. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

The names of the owner and tenant, and
The address of the unit rented (including apartment number, if any), and
The amount of the monthly rent to owner, and
The utilities and appliances to be supplied by the owner, and
The utilities and appliances to be supplied by the family

In addition to the Lease, The Housing Authority will attach the Section 8 Tenancy Addendum. **A Copy of this document has been supplied for your Review**.

It is your responsibility to read, understand and know your lease. What you are signing is the terms and conditions you are agreeing to in order to rent the unit.

Housing Assistance Payment Contract

The Housing Assistance Payment Contract (HAP) is a contract between The Housing Authority and the owner, entered in to provide assistance for the family under the Section 8 Housing Choice Voucher Program. The HAP contract is executed after the unit has passed the HQS inspection and the rent amount is approved for the unit. The term of the HAP contract begins the first day of the initial term of the lease and terminates on the last day of the term of the lease.

Chapter 5 Income Guidelines and Utilities

Income Limits –

The latest and most recent annual income limits as established and approved by HUD shall be applicable and are automatically incorporated into the made a part of the Section 8 Administrative Plan as of the effective date of the newly established income limits.

INCOME LIMITS Effective **April 1, 2021**

# OF PEOPLE	30% (EXTREMELY LOW)	50% VERY LOW INCOME
1	$15,100	$25,200
2	$17,420	$28,800
3	$21,960	$32,400
4	$26,500	$35,950
5	$31,040	$38,850
6	$35,580	$41,750
7	$40,120	$44,600
8	$44,660	$47,500

NOTE: The above income limits are subject to change as HUD generally revises these limits annually.

Utility Allowance Schedules

The utility allowance schedules give the *AVERAGE utility* usage cost based on the number of bedrooms for each of the Four (4) types of eligible housing:

- **Low Rise/Townhouse/Rowhouse**: Four-family flat or apartment building/complex; can also be known as "garden" or "walk-up".
- **High Rise/Multi-Family/Multi-Story**:
- **Duplex:** Two-family flat or housing that is the residence of two separate families in separate units; also called a row house.
- **Single Family**: A house or any unit that one family lives in alone.
- **Mobile Homes**

These allowances are given for any utilities the *FAMILY* must pay. The allowances are given for the following types of utilities:

- Heating (electric or gas)
- Water Heating (electric or gas)
- Cooking (electric or gas)
- Water (City or County)
- Sewer (City or County)
- Trash Collection (if charged by complex)
- Electric (for all regular usage—lighting, appliances, etc.)
- Stove & Refrigerator (an allowance is given for these appliances only if the client owns them).

No allowance will be given for:

- Tenant-paid security system
- Telephone service
- Cable television
- Lawn care/exterior maintenance services
- Other tenant-provided "luxury" services

The amounts given on the schedules are not actual usage amounts! They are averages based on data compiled from each utility allowance study each year.

The current Utility allowances are included in your attachments.

Chapter 6 HOW YOUR RENT IS DETERMINED

Please review the attached form **FACT SHEET "How Your Rent Is Determined"**. *This Fact Sheet is a general guide to inform clients of the responsibilities and rights regarding income disclosure and verification.*

The laws which govern the Section 8 housing program are meant to ensure that the rent you pay is affordable to you. That is why the rent you are charged is set according to your income.

When you move in and at once every year after that, the Housing Authority will determine your rent based on a combination of how much you earn, how much the landlord charges and how much you pay for extra costs, such as utilities.

Your rent is based on thirty percent of your adjusted income or Total Tenant Payment (TTP). Adjusted income is your gross income minus any eligible deductions; elderly, disabled, childcare, full-time student, medical deductions. . . The portion of rent that you are responsible to pay must be paid directly to your landlord monthly.

To determine the maximum amount of Housing Assistance Payment (HAP) subsidy you must subtract your TTP from your applicable or eligible Payment Standard.

Example 1: Jane Doe has a 2 Bedroom Voucher, and her TTP is $350.00.

What is her Maximum HAP subsidy?

2 Bedroom Payment Standard is	***$1316.00***
Jane's TTP	***- 350.00***
	966.00 Maximum HAP subsidy

The most the Housing Authority the Gross Rent of the unit in which you want to rent. The Gross Rent is determined by adding your eligible utility allowance to the amount of rent the owner is requesting for the unit that you located.

You will receive a deduction for utilities that you are responsible to pay for in the unit you rent. The utility allowance chart shows you the most amount of deduction you will receive based on the actual size unit that you lease up. This is only a deduction you are still responsible to pay the utilities in your unit that are not included in the rent.

Example 2: Jane Doe found a 2 Bedroom HOUSE (single-family) that rents at $1207.00. In this unit she would pay electric only which is a $109.00 allowance.

What is the Gross Rent?

Jane's 2 Bedroom unit rent	***$1207.00***
Electric allowance for 2 Bd	***+ 109.00***
	1316.00 Gross Rent

Now that you have determined the Maximum HAP subsidy (ex: 1) and the Gross Rent (ex:2) you can determine your total family share. In order to do so you would subtract the Maximum HAP subsidy from the Gross Rent. *If the gross rent is less than the payment standard you* ***must*** *subtract the* ***Maximum HAP subsidy from the Payment Standard instead of the Gross Rent***.

Example 3: Jane Doe's Gross Rent is $1316.00. The Maximum HAP subsidy that we will pay for her is $966.00.

What is Jane's total family share?

Gross Rent	***$1316.00***
Maximum HAP	***- 966.00***
	350.00 Family's Share of Rent

You have now figured your family's share, but you are eligible for one final deduction. The utility allowance that you have already determined (ex 2) is your final deduction. You would now subtract the utility allowance from the total Family Share. This amount is your actual rent obligation. You will be responsible to pay this amount monthly to your landlord. If the tenant's portion of rent is figured out to be a negative number, the client would not have a rent obligation and would be eligible to receive the amount figured as a utility payment.

Example 4: Jane Doe's total Family Share is $259.00. Her applicable utility allowance is $111.00.

What is Jane's actual rent obligation?

Total Family Share	***$350.00***
2 Bd utility allowance	***-109.00***
	$241.00 Actual Rent Obligation

Believe it or not it is that simple. This amount is your rental share. You must inform owners of your obligation; never mislead them.

Although you may not know exactly where you will rent a unit, you're now equipped with the tools to figure out your obligation. This amount will not change unless: 1. your income changes or 2. **if you've located a unit above the Payment Standard**.

LOCATING A RENTAL UNIT ABOVE THE PAYMENT STANDARD

A Voucher holder's rental obligation is figured on the basis of 30% of their adjusted gross income. Adjusted gross takes into consideration deductions and allowances families are eligible to receive prior to determining rent. In accordance with HUD Regulations customers are able to exceed the Payment Standard, providing he/she isn't paying more than 40% of adjusted income as rent. This allows for a 10% window to locate a higher end unit to rent. Individually, you will receive the applicable value for your family, and will apply it accordingly. PLEASE UNDERSTAND, selecting a unit above the Payment Standard, makes you financially responsible for the additional overage. However, if the perspective property exceeds your applicable 40% MAXIMUM YOU WILL NOT BE ELIGIBLE TO RENT THAT UNIT. You will need to negotiate lowering the rent in advance of submitting RFTA/Pink Packet or locate housing elsewhere.

Example 5: Jane Doe's TTP 30% is $350 and her 40% cap is $467.
How much can Jane exceed Payment Standard by?

40% of income	***$467.00***
30% of income	***- 350.00***
	$117.00 Maximum Amount Eligible to Exceed

You will add the *Maximum Amount Eligible to Exceed* to your Rental Guideline to determine the maximum rent you can locate a unit at. In addition, you will add any additional amounts to your monthly rental obligation.

Example 6: Net Payment Standard (Payment Standard minus Utility Allowance) is $1207. Jane's 40% Max allows her to search for a unit at an additional $117 above her guidelines.

Net Payment Standard $1207.00
40% Max + 117.00
$1324.00 MAXIMUM RENT ALLOWED

Keep in mind, the *maximum HAP Subsidy figured in Example 1*, will not change. If you've located a unit that is greater than the Maximum Rent Allowed you are INELIGIBLE to rent it.

RENT INCREASES

Reasons Your Rent Can Be Increased:

Your rent can only be increased upon the anniversary date of your move-in and after you have been re-certified and re-inspected; and you must be given proper notice (in most cases, 30 days). There are only a few specific reasons why your rent can be raised in Section 8 housing:

- Your income has increased.
- There have been changes in utility allowances.
- There has been a reduction in the Housing Authority's payment standard: Each year the amount that the Housing Authority pays for each unit changes. When the amount is lowered, you will be asked to pay more in order to make up the difference between what the housing Authority pays and what the landlord charges.

Only the Housing Authority Can Increase Your portion of Rent.

If your landlord decides to charge more rent, he/she cannot simply give you a rent increase. The landlord must give you and the housing authority a 60-day notice when they are increasing the total rent amount.

Any changes in rent must be conducted through the Housing Authority. The approved value must be Rent Reasonable based upon comps, and the Housing Authority must notify you in writing of your rental obligation prior to the change going into effect.

Chapter 7 Keeping Your Assistance

Congratulations, you have received your Assistance. How do you keep It?

Abide by your voucher obligations.
Report any changes to your household or income within 10 days.
Pay your rent and utility bills in a timely manner.

The information given to the Housing Authority, on household composition, income, net family assets, allowances and deductions are accurate and complete to the best of your knowledge and belief. False statements or information is punishable under Federal Law. You may be:

- **Evicted or Terminated from participation.**
- **Required to repay all overpaid assistance received.**
- **Fined up to $10,000.**
- **Imprisoned for up to 5 years.**
- **Prohibited from receiving future assistance.**

All data verified will be submitted to Housing and Urban Development through a report called form HUD-50058. The 50058 report lists all family members, income, rental property, deductions, etc... for your family. This report is electronically submitted by every housing authority in the nation to HUD directly. The data submitted on this report is the basis for creating a file for families on the Enterprise Income Verification report.

- **(EIV) Enterprise Income Verification**

Enterprise Income Verification is a mandatory process in which every participating family member on the Section 8 Housing Choice Voucher program must undergo. At your Annual Re-examination as well as any Interim Examination our agency must access the EIV system to obtain the report for your family: children as well as adults.

It is mandatory that all adults sign a release to obtain information which is titled form HUD-9886. This report filters information pertaining to: Employment Income, Unemployment Benefits, and Social Security Benefits. Employment data provided will list employer, employer's address, hire date, and earnings on a quarterly basis. The Unemployment information will list benefits earned on a quarterly basis. The Social Security Benefit data will display entitlement date, monthly payment, Medi-Care deduction, Type of benefit, as well as payee and address for payee.

It is important that each participating family update their income and family size as the changes occur. EIV is an added source to capture fraud. The system itself will detect discrepancies of income earned versus income reported. It is mandatory that every PHA calculate the amounts overpaid in subsidy and report this information on the EIV site. This added measure will ensure if any family leaves the program with a debt, he/she will not be permitted to enter a second program without first paying the owed amount to the initial PHA.

Common reasons for terminations:

- Unreported or under reported income
- Unauthorized persons
- Nor reporting when a family member no longer resides in the unit.
- Failure to recertify, missed appointments or failure to allow inspections.
- Failure to pay utilities or rent.
- Failing to provide requested documents.
- Failing to provide both the landlord and this office with proper notice to vacate/move.
- Getting evicted for lease violations.
- Program fraud
- Damaging the unit or premise
- Sub leasing the rental unit.

- Engaging in drug or alcohol abuse
- Criminal activity of any member of your household and guest
    - The Housing Authority does not need a conviction; an arrest is sufficient evidence to Proceed with termination.
    - Methamphetamine production is a mandatory termination
    - Sexual offender / predator is a mandatory termination

Chapter 8 Informal Hearing Procedures

An informal hearing is a process that you would request if you did not agree with a determination that our agency made. All participants would have the right to request an informal hearing, which would appeal any decisions made by our agency. An informal hearing must be requested in writing within 10 days of the date you were notified of the determination. You may request an informal hearing for any of the following.

1. Determination of annual or adjusted income to compute Housing assistance Payment.
2. Determination of appropriate utility allowance for tenant paid utilities from the HACFM utilities allowance schedule.
3. Determination of family size under the HACFM subsidy standards.
4. Determination that a Voucher family is over housed or determination that a family is denied an exception to the subsidy standards.
5. Determination to terminate assistance for participant or family because of family's action or failure to act.
6. Determination to terminate assistance because the family has been absent from the assisted unit for longer than HUD rules or HACFM policy would allow.

Listed below are reasons that you are not able to request an informal hearing on.

1. When the HACFM takes other actions following HACFM discretionary determination.
2. For general policy issues or class grievances.
3. For establishment of HACFM utility allowance.
4. When the HACFM refuses to extend or suspend a Voucher.
5. When a unit fails for HQS violations (except for termination of assistance for family-caused violations)
6. When the HACFM determines that a unit is not in accordance with HQS because of family size.
7. When the HACFM determines to exercise or not exercise any right or remedy against the owner under the HAP contract.

If a hearing is requested, an informal hearing will be held before a Hearing Officer, along with Section 8 client, and Section 8 Representative.

The family has a right to seek counsel and be given the opportunity (at their expense) to review all relevant PHA documents before the informal hearing date.

Termination and Hearing Procedures

I. ***Notification to Participant by the Housing Authority***

A. **Notification to Participant**:

If the Housing Authority makes a decision to terminate a participant, the HACFM shall promptly notify the participant of this decision in writing as set forth herein.

The written notice of the decision will contain the following information:

1. A statement of decision, including the specific action which the Housing Authority proposes to take.

2. The factual basis of the decision, including a summary of the information on which it is based (such as the date the debt was incurred, the sources and the amount of debt), known to the Housing Authority at the time of service of notice of intent to terminate. Such notification will not prevent the Housing Authority from conducting additional investigations as to family composition, appropriate size of unit, or other matter which may be material in the determination of the termination of a participant.

3. An explanation of the legal basis of the determination.

4. A statement that the participant and any person authorized in writing by the participant has the right to inspect the relevant contents of the participant's file.

5. A statement that if the participant disagrees with the decision, the participant may contest the decision by requesting an informal hearing at which the participant is entitled to be present. The notice shall state that the participant can request an informal hearing in writing by returning a form which shall be enclosed with the notice. The notice shall state that the participant must request an informal review within ten (10) business days of the date of the letter, or the participant will lose the right to an informal hearing and the adverse decision will become effective, unless good cause is shown for failing to meet the deadline (as provided by Section II.B Informal Hearing Procedures and II D and E). The notice shall be sent by both certified and regular mail. The Housing Authority, at its option, may hand deliver the notice in lieu of mailing. The notice shall state that if the participant desires legal assistance and cannot afford an attorney, he or she may contact **Florida Rural Legal Services, 3210 Cleveland Avenue Ste. 101, Fort Myers, FL 33901, (239) 334-4554.**

B. Continuation of Benefits Pending the Informal Hearing Decision:

1. If the Housing Authority makes a decision to terminate Housing Assistance payments to an owner on behalf of a participant, the Housing Authority will continue benefits at the same level until the decision is made by the informal hearing officer if the participant has requested the hearing within 10 Business days as required by Section I (A)(5).

2. Even where the participant has not made a request for a hearing within the 10-day period, the Housing Authority may continue or reinstate benefits until a

hearing decision is made if the hearing officer decides that good cause for doing so exists under the provision of Section II (D) and (E).

II. INFORMAL HEARING PROCEEDURES

A. Scheduling the Informal Hearing:

Upon receipt of a participant's request for an informal hearing, the Housing Authority of the City of Fort Myers must schedule and send written notice of the informal hearing to the family and his/her attorney (if HACFM has received a note of representation from an attorney) within 10 business days of the family's request. The written notice will specify the date, time, and place of the informal hearing and the procedures governing the informal hearing. The notice will be sent by Certified Mail and shall be post-marked at least 10 business days before the date of the informal hearing unless an expedited hearing date is requested by the participant.

B. Extension of Time Periods:

The time periods set forth in Section II (A) above may be extended upon mutual agreement of the Housing Authority and the participant or for good cause shown.

C. Notice of Untimely Hearing Request:

If the Housing Authority receives an informal hearing request that is not made within the 10 Business days of the certified mail or hand delivery date of the notification of decision, the Housing Authority will notify the participant that he/she is not entitled to an informal hearing and the reasons why by sending the participant a Notice of Untimely Hearing Request. This Notice shall inform the participant that the request for hearing was not made in a timely fashion. The participant may present reasons for the untimely hearing request. The hearing officer will review those reasons and determine whether or not good cause exists, under Section II (D) and (E), for the untimely request. If good cause is determined to exist, the hearing will be scheduled in accordance with Section II(A).

D. Good Cause for Untimely Hearing Request or Postponement of the Hearing:

In determining whether a participant has shown good cause for missing the deadline to request a hearing or for a postponement of the hearing, the following will be considered:

1. The circumstances which kept the participant from making the request on time or which necessitate a postponement of the hearing.
2. Any circumstances that may have unfairly surprised the parties and necessitate a postponement of the hearing.

E. Examples of Good Cause:

Examples of circumstances where good cause may exist but are not limited to, the following situations:

1. The participant was seriously ill and was prevented from contacting the Housing Authority in person, in writing, or through a friend, relative, or some other person.

2. A recent death or serious illness in the participant's immediate family.'

3. Important records were destroyed or damaged by fire or other accidental cause.

4. The participant made good faith effort to locate necessary information but was unable to do so within the stated time periods.

5. The Housing Authority gave the participant incorrect or incomplete information about when and how to request a hearing.

F. Informal Hearing Officer:

The person who conducts the informal hearing and makes a decision resulting from the informal hearing shall be a person other than a person who made or approved the decision under review or a subordinate of such person. The person who conducts the informal hearing is not to present evidence and is not to be involved in the day-to-day administration of the Section 8 Program.

G. Informal Hearing Procedures:

1. At the informal hearing, the hearing officer shall review the participant's file. The hearing officer shall describe the issues to be decided. The Housing Authority will then have the opportunity to present evidence against the participant. Then the participant may present his/her position. The Housing Authority staff person who made the contested decision shall be available.

2. The participant has the right, at no expense to the Housing Authority, to be represented or assisted by retained counsel or any other person.

3. Subject to the direction of the hearing officer, the participant has the right to present written evidence, make oral statements, present witnesses, make oral and written arguments to controvert evidence relied on by the Housing Authority, show mitigating circumstances, and to confront and question any adverse witnesses.

4. The hearing officer has the right to question the participant, participant's witnesses, and any other person appearing on behalf of the Housing Authority.

5. The hearing officer may consider any documents or written evidence which the Housing Authority has submitted to the hearing officer at least 5 working days prior to the informal hearing. Any document not made available to the participant by the hearing officer within 5 working days prior to the informal hearing will not be relied upon at the informal hearing.

6. The informal hearing shall be tape recorded by the Housing Authority. The tape recording shall be retained by the Housing Authority for one year after the informal hearing. A copy of the tape recording shall be given to the participant or the participant's attorney upon request and upon payment of the reasonable cost of reproducing the tape. Nothing in this Section shall prohibit a participant or a participant's representative from employing his or her own methods for recording the informal hearing.

7. In the case where the Housing Authority is proposing to terminate a participant because the participant has breached a written agreement with the Housing Authority to pay off a debt in installment payments, the hearing officer may limit the hearing issues to whether the participant did in fact breach the agreement and whether there is any extenuating or mitigating circumstances.

8. In the case where the Housing Authority is proposing to terminate a participant because of fraud or a violation of a family obligation under 24 CFR 882.118, the burden of proving such grounds for termination remains at all times on the Housing Authority.

H. **Decision by Informal Hearing Officer:**

1. The informal hearing officer shall make a decision based solely on the evidence presented at the informal hearing.
2. The hearing officer's decision to terminate a participant's benefits must be supported by substantial competent evidence. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a decision to terminate benefits unless it would be admissible over objection in a civil action.
3. A written decision, including a statement of the reasons for the decision, shall be prepared promptly by the informal hearing officer. The decision will be mailed, or hand delivered to the participant, or the participant's attorney, if the participant is represented. The decision will be sent certified mail, return receipt requested, or hand delivered, within 10 working days of the date of the informal hearing. The participant is responsible for furnishing the hearing officer with a current address.

I. **Appeal of Informal Hearing Decision:**

If the participant disagrees with the informal hearing decision, the participant has the right to request a review by the Section 8 Director of the Housing Authority or its designee. The participant must request the review in 10 working days of the delivery date of the hearing officer's decision.

The Section 8 Director or designee may uphold the decision, overrule the decision, modify the decision, or require that a new informal hearing be held. If the Section 8 Director decides that a new informal hearing should be held, the Section 8 Director will appoint an informal hearing officer other than the person that made the decision or a subordinate of such person.

The decision of the Section 8 Director must be sent certified mail, return receipt requested, or hand delivered to the participant within 30 days of the request for review.

III The Effect of the Hearing Officer's Decision:

1. The decision of the hearing officer, or of the Section 8 Program's Director (in the event the Director reviews the hearing officer's decision pursuant to a participant's appeal under Section II (I), is binding and final on the Housing Authority and participant unless the hearing decision is:
    a) Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing pursuant to 24 CFR Section 882.216 (b)(2),
    b) Concerning a matter outside the scope of the required hearing process or otherwise in excess of the authority of the person conducting the hearing under the Housing Authority' hearing procedures, or
    c) Contrary to HUD regulations or requirement, or otherwise contrary to Federal, State or local law.

IV Supplemental Nature of Guidelines:

These guidelines are designed and intended to supplement existing HUD Regulations. To the extent an issue is not addressed herein, the regulations shall control. In the event of a direct conflict between these guidelines and HUD Regulations and/or applicable statutes now in existence or hereafter promulgated, HUD Regulations and/or statutes shall control.

Attachments :

Required Information:

- HUD Tenancy Addendum
- HUD HAP Contract
- Utility Allowances
- EIV information
- Debts owed to Public Housing Agencies and Terminations
- How your rent is determined – Fact Sheet
- Applying for HUD assistance
- Things you Should Know
- VAWA
- Protect your family from lead based Paint
- Disclosure and Authorization of Background Investigation
- FCRA Consumer Rights
- FL Landlord/Tenant Law
- Fair Housing Brochure/HUD-903
- A Good Place to Live
- E-Notification

Additional Information:

- Utility Companies in Lee County
- Local Job Listings
- United Way, Member Agencies
- Lee Tran (city bus) map
- FL DCF – Access Florida
- Child Support
- Lee County Public Schools registration information and map

TENANCY ADDENDUM

Section 8 Tenant-Based Assistance
Housing Choice Voucher Program (To be attached to Tenant Lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

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

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including

redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. Termination of Tenancy by Owner

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

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

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

d **Other good cause for termination of tenancy**

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

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

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

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

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 04/30/2018)

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins). See section by section instructions. Part B
Body of contract
Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

Such shorter term would improve housing opportunities for the tenant, **and**

Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**

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

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

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

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Housing Assistance Payments Contract

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

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

Part A of the HAP Contract: Contract Information

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

1. **Contents of Contract** This HAP contract has three parts:

   Part A: Contract Information

   Part B: Body of Contract Part

   C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

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4. **Household**

   The following persons may reside in the unit. Other persons may be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

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

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

6. **Initial Rent to Owner**

   The initial rent to owner is: $ _____
   During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $_____ per month.
The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. **Utilities and Appliances**

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

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

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Signatures:

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

Part B of HAP Contract: Body of Contract

1. Purpose

a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.

c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.

d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

a The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c The lease for the contract unit must include, word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

d The owner certifies that:

(1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

(2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.

(3) The lease is consistent with State and local law.

e The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

b. The owner must provide all utilities needed to comply with the HQS.

c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

a. **Relation to lease term**. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

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(7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

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

5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

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

6. Rent to Owner: Reasonable Rent

a During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract**. Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PHA payment to owner**

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. **Application of payment**. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e **Limit of PHA responsibility**.

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

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

8. Owner Certification

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

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

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

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

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

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

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

a Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

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

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. **Exclusion of Third Party Rights**

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

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the contract unit or the premises or with implementation of the HAP contract.

13. **Conflict of Interest**

a. "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. **Assignment of the HAP Contract**

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

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

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

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

17. Entire Agreement: Interpretation

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

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

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

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a **Maintenance**

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(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. Termination of Tenancy by Owner

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

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

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

Other good cause for termination of tenancy

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

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

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

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

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

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

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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Allowances for Tenant Furnished Utilities and other Services

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

OMB Approval No. 2577-0169

Locality: **Housing Authority of the City of Fort Myers, FL**	Unit Type: **LOW RISE/ TOWNHOUSE/ROWHOUSE**	Date **01/01/2021**

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$6	$7	$8	$13	$15	$16
	b. Bottle Gas/Propane	$17	$21	$23	$39	$43	$46
	c. Electric	***$8***	***$10***	***$11***	***$19***	***$20***	***$22***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Cooking	a. Natural Gas	$6	$8	$12	$13	$16	$19
	b. Bottle Gas/Propane	$17	$24	$30	$37	$47	$54
	c. Electric	***$5***	***$8***	***$10***	***$12***	***$15***	***$20***
	d. Coal / Other	$0	$0	$0	$0	$0	$0
Other Electric (Lights & Appliances)		***$25***	***$30***	***$35***	***$39***	***$47***	***$52***
Air Conditioning		***$15***	***$18***	***$21***	***$28***	***$33***	***$35***
Water Heating	a. Natural Gas	$32	$39	$45	$51	$60	$66
	b. Bottle Gas/Propane	$54	$72	$90	$107	$134	$152
	c. Electric	***$17***	***$23***	***$30***	***$37***	***$55***	***$63***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Water		$30	$38	$48	$58	$76	$111
Sewer		$56	$71	$87	$102	$125	$140
Trash Collection		$0	$0	$0	$0	$0	$0
Range / Microwave Tenant-purchasing/leasing		$4	$4	$4	$4	$4	$4
Refrigerator Tenant-purchasing/leasing		$5	$5	$5	$5	$5	$5
Other--specify: **MEDICAL**		$28	$28	$28	$32	$32	$32
Other		$0	$0	$0	$0	$0	$0
Electric only totals		***$70.00***	***$89.00***	***$107.00***	***$135.00***	***$170.00***	***$192.00***
Electric, water & sewer totals		***$156.00***	***$198.00***	***$242.00***	***$295.00***	***$371.00***	***$443.00***

Actual Family Allowances

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

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Range / Microwave	$
Refrigerator	$
Other	$
Other	$
Total	$

Allowances for Tenant Furnished Utilities and other Services

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

OMB Approval No. 2577-0169

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **HIGH RISE/ MULTI-FAMILY/MULTI-STORY**

Date **01/01/2021**

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$4	$6	$7	$8	$10	$12
	b. Bottle Gas/Propane	$13	$16	$22	$24	$28	$36
	c. Electric	***$6***	***$8***	***$10***	***$11***	***$13***	***$17***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Cooking	a. Natural Gas	$6	$8	$12	$13	$16	$19
	b. Bottle Gas/Propane	$17	$24	$30	$37	$47	$54
	c. Electric	***$5***	***$8***	***$10***	***$12***	***$15***	***$20***
	d. Coal / Other	$0	$0	$0	$0	$0	$0
Other Electric (Lights & Appliances)		***$25***	***$30***	***$35***	***$39***	***$47***	***$52***
Air Conditioning		***$13***	***$19***	***$21***	***$26***	***$30***	***$35***
Water Heating	a. Natural Gas	$32	$39	$45	$51	$60	$66
	b. Bottle Gas/Propane	$54	$72	$90	$107	$134	$152
	c. Electric	***$17***	***$23***	***$30***	***$37***	***$55***	***$63***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Water		$30	$38	$48	$58	$76	$111
Sewer		$56	$71	$87	$102	$125	$140
Trash Collection		$0	$0	$0	$0	$0	$0
Range / Microwave Tenant-purchasing/leasing		$4	$4	$4	$4	$4	$4
Refrigerator Tenant-purchasing/leasing		$5	$5	$5	$5	$5	$5
Other--specify: **MEDICAL**		$28	$28	$28	$32	$32	$32
Other		$0	$0	$0	$0	$0	$0
Electric only totals		***$66.00***	***$88.00***	***$106.00***	***$125.00***	***$160.00***	***$187.00***
Electric, water & sewer totals		***$152.00***	***$197.00***	***$241.00***	***$285.00***	***$361.00***	***$438.00***

Actual Family Allowances

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

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Range / Microwave	$
Refrigerator	$
Other	$
Other	$
Total	$

Allowances for Tenant Furnished Utilities and other Services

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

OMB Approval No. 2577-0169

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **DUPLEX**

Date **01/01/2021**

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$6	$6	$7	$8	$9	$17
	b. Bottle Gas/Propane	$16	$18	$20	$24	$27	$51
	c. Electric	***$8***	***$8***	***$10***	***$11***	***$13***	***$24***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Cooking	a. Natural Gas	$6	$8	$12	$13	$16	$19
	b. Bottle Gas/Propane	$17	$24	$30	$37	$47	$54
	c. Electric	***$5***	***$8***	***$10***	***$12***	***$15***	***$20***
	d. Coal / Other	$0	$0	$0	$0	$0	$0
Other Electric (Lights & Appliances)		***$25***	***$30***	***$35***	***$39***	***$47***	***$52***
Air Conditioning		***$15***	***$16***	***$20***	***$23***	***$27***	***$36***
Water Heating	a. Natural Gas	$32	$39	$45	$51	$60	$66
	b. Bottle Gas/Propane	$54	$72	$90	$107	$134	$152
	c. Electric	***$17***	***$23***	***$30***	***$37***	***$55***	***$63***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Water		$30	$38	$48	$58	$76	$111
Sewer		$56	$71	$87	$102	$125	$140
Trash Collection		$0	$0	$0	$0	$0	$0
Range / Microwave Tenant-purchasing/leasing		$4	$4	$4	$4	$4	$4
Refrigerator Tenant-purchasing/leasing		$5	$5	$5	$5	$5	$5
Other--specify: **MEDICAL**		$28	$28	$28	$32	$32	$32
Other		$0	$0	$0	$0	$0	$0
Electric only totals		***$70.00***	***$85.00***	***$105.00***	***$122.00***	***$157.00***	***$195.00***
Electric, water & sewer totals		***$156.00***	***$194.00***	***$240.00***	***$282.00***	***$358.00***	***$446.00***

Actual Family Allowances

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

Name of Family

Address of Unit

Utility or Service	per month cost
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Range / Microwave	$
Refrigerator	$
Other	$
Other	$
Total	$

Allowances for Tenant Furnished Utilities and other Services

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

OMB Approval No. 2577-0169

Locality: **Housing Authority of the City of Fort Myers, FL**

Unit Type: **SINGLE FAMILY**

Date **01/01/2021**

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$8	$9	$9	$10	$12	$19
	b. Bottle Gas/Propane	$23	$25	$26	$30	$36	$56
	c. Electric	***$11***	***$12***	***$12***	***$14***	***$17***	***$26***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Cooking	a. Natural Gas	$6	$8	$12	$13	$16	$19
	b. Bottle Gas/Propane	$17	$24	$30	$37	$47	$54
	c. Electric	***$5***	***$8***	***$10***	***$12***	***$15***	***$20***
	d. Coal / Other	$0	$0	$0	$0	$0	$0
Other Electric (Lights & Appliances)		***$25***	***$30***	***$35***	***$39***	***$47***	***$52***
Air Conditioning		***$17***	***$18***	***$22***	***$25***	***$31***	***$38***
Water Heating	a. Natural Gas	$32	$39	$45	$51	$60	$66
	b. Bottle Gas/Propane	$54	$72	$90	$107	$134	$152
	c. Electric	***$17***	***$23***	***$30***	***$37***	***$55***	***$63***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Water		$30	$38	$48	$58	$76	$111
Sewer		$56	$71	$87	$102	$125	$140
Trash Collection		$0	$0	$0	$0	$0	$0
Range/Microwave Tenant-purchasing/leasing		$4	$4	$4	$4	$4	$4
Refrigerator Tenant-purchasing/leasing		$5	$5	$5	$5	$5	$5
Other--specify: **MEDICAL**		$28	$28	$28	$32	$32	$32
Other		$0	$0	$0	$0	$0	$0
Electric only totals		***$75.00***	***$91.00***	***$109.00***	***$127.00***	***$165.00***	***$199.00***
Electric, water & sewer totals		***$161.00***	***$200.00***	***$244.00***	***$287.00***	***$366.00***	***$450.00***

Actual Family Allowances

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

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Range / Microwave	$
Refrigerator	$
Other	$
Other	$
Total	$

Allowances for Tenant Furnished Utilities and other Services

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

OMB Approval No. 2577-0169

Locality: **Housing Authority of the City of Fort Myers, FL**	Unit Type: **MOBILE HOME**	Date **01/01/2021**

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$5	$6	$7	$9	$11	$15
	b. Bottle Gas/Propane	$15	$18	$20	$26	$31	$43
	c. Electric	***$7***	***$9***	***$9***	***$12***	***$15***	***$20***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Cooking	a. Natural Gas	$6	$8	$12	$13	$16	$19
	b. Bottle Gas/Propane	$17	$24	$30	$37	$47	$54
	c. Electric	***$5***	***$8***	***$10***	***$12***	***$15***	***$20***
	d. Coal / Other	$0	$0	$0	$0	$0	$0
Other Electric (Lights & Appliances)		***$25***	***$30***	***$35***	***$39***	***$47***	***$52***
Air Conditioning		***$14***	***$16***	***$18***	***$23***	***$28***	***$38***
Water Heating	a. Natural Gas	$32	$39	$45	$51	$60	$66
	b. Bottle Gas/Propane	$54	$72	$90	$107	$134	$152
	c. Electric	***$17***	***$23***	***$30***	***$37***	***$55***	***$63***
	d. Oil / Other	$0	$0	$0	$0	$0	$0
Water		$30	$38	$48	$58	$76	$111
Sewer		$56	$71	$87	$102	$125	$140
Trash Collection		$0	$0	$0	$0	$0	$0
Range / Microwave Tenant-purchasing/leasing		$4	$4	$4	$4	$4	$4
Refrigerator Tenant-purchasing/leasing		$5	$5	$5	$5	$5	$5
Other--specify: **MEDICAL**		$28	$28	$28	$32	$32	$32
Other		$0	$0	$0	$0	$0	$0
Electric only totals		***$68.00***	***$56.00***	***$102.00***	***$123.00***	***$160.00***	***$193.00***
Electric, water & sewer totals		***$124.00***	***$195.00***	***$237.00***	***$283.00***	***$361.00***	***$444.00***

Actual Family Allowances

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

Name of Family

Address of Unit

Utility or Service	per month cost
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Range / Microwave	$
Refrigerator	$
Other	$
Other	$
Total	$

U.S. Department of Housing and Urban Development
Office of Housing · Office of Multifamily Housing Programs

RHIIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

EIV & You

ENTERPRISE INCOME VERIFICATION



What YOU Should Know if You are Applying for or are Receiving Rental Assistance through the Department of Housing and Urban Development (HUD)

What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



What income information is in EIV and where does it come from?

The Social Security Administration:

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.



Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to $10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - *Child support*
  - *AFDC payments*
  - *Social security for children, etc.*

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.



Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.

What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: http://www.ssa.gov/pubs/10064.html.

Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in; and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at: 1-800-685-8470.



Where can I obtain more information on EIV and the income verification process?

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: www.hud.gov/offices/hsg/mfh/rhiip/eiv/eivhome.cfm.

JULY 2009

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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 04/30/2023.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?
The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to $500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?
This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?
PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?
Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?
In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?
If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.
Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.
The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:	**I hereby acknowledge that the PHA provided me with the *Debts Owed to PHAs & Termination Notice*:**
	Signature **Date**
	Printed Name

FACT SHEET
For HUD ASSISTED RESIDENTS

Project-Based Section 8

"HOW YOUR RENT IS DETERMINED"

Office of Housing

September 2010

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by $200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Project-Based Section 8 Rent Formula:
The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
- 10% of the family's monthly income
- Welfare rent or welfare payment from agency to assist family in paying housing costs.

OR

- $25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA). Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of $5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum additions to family assets, see Exclusions from Annual Income, below Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant

or are held in an individual's name but:

- The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
- that other person is responsible for income taxes incurred on income generated by the assets

- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
  - Foreclosure
  - Bankruptcy
  - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed $200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of $480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of $480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State of local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Deductions:

- $480 for each dependent including full time students or persons with a disability
- $400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time.
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Legislation:

- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.

Regulations:

- General HUD Program Requirements;24 CFR Part 5

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

"Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD's programs on HUD's Internet homepage at http://www.hud.gov



APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS... IS FRAUD WORTH IT?

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- Evicted from your apartment or house.
- Required to repay all overpaid rental assistance you received.
- Fined up to $10,000.
- Imprisoned for up to five years.
- Prohibited from receiving future assistance.
- Subject to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

form **HUD-1141**
(12/2005)

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:

HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

U.S. Department of Housing and Urban Development
Office of Inspector General

November 2004

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application forms.

Purpose

This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

Penalties for Committing Fraud

The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:

- Evicted from your apartment or house:
- Required to repay all overpaid rental assistance you received:
- Fined up to S 10,000:
- Imprisoned for up to 5 years; and/or
- Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

Asking Questions

When you meet with the person who is to fill out your application, you should know what is expected of you. If you do not understand something, ask for clarification. That person can answer your question or find out what the answer is.

Completing The Application

When you answer application questions, you must include the following information:

Income

- All sources of money you or any member of your household receive (wages. welfare payments, alimony, social security, pension, etc.):
- Any money you receive on behalf of your children (child support, social security for children, etc.);
- Income from assets (interest from a savings account, credit union, or certificate of deposit: dividends from stock, etc.);
- Earnings from second job or part time job;
- Any anticipated income (such as a bonus or pay raise you expect to receive)

Assets

- All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc.. that are owned by you and any adult member of your family's household who will be living with you.

- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.
- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

Signing the Application	▫ Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate. ▫ When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information. ▫ Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.
Recertifications	You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must recertify. You must report on recertification forms: ▫ All income changes, such as increases of pay and/or benefits, change or loss of job and/or benefits, etc., for all household members. ▫ Any move in or out of a household member; and, ▫ All assets that you or your household members own and any assets that was sold in the last 2 years for less than its full value.
Beware of Fraud	You should be aware of the following fraud schemes: ▫ Do not pay any money to file an application; ▫ Do not pay any money to move up on the waiting list; ▫ Do not pay for anything not covered by your lease; ▫ Get a receipt for any money you pay; and, ▫ Get a written explanation if you are required to pay for anything other than rent (such as maintenance charges).
Reporting Abuse	If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your complex or your PHA. If that is not possible, then call the local HUD office or the HUD Office of Inspector General (OIG) Hotline at (800) 347-3735. You can also write to: HUD-OIG HOTLINE, (GFI) 451 Seventh Street, S.W., Washington, DC. 20410.

 THIS DOCUMENT MAY BE REPRODUCED WITHOUT PERMISSION

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

Housing Authority of the City of Fort Myers (HACFM)

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **HACFM** 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 **the Public Housing, Project Based Section 8 or Housing Choice Voucher Section 8 programs,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **the Public Housing, Project Based Section or Housing Choice Voucher Section 8 programs** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **the Public Housing, Project Based Section 8 or Housing Choice Voucher Section 8 programs** 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

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[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

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

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 is 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 the HUD field office in Miami Florida.

For Additional Information

You may view a copy of HUD's final VAWA rule at **https://www.federalregister.gov/documents/2014/10/20/2014-24284/violence-against-women-act**.
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 **your Public Housing Property Manager or your HCV Section 8 Housing Specialist.**
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 the Abuse Counseling and Treatment (ACT), lcalderin@actabuse.com, (239) 939 2553 or the 24-Hour Hotline (239)-939-3112.

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 Abuse Counseling and Treatment (ACT), lcalderin@actabuse.com, (239) 939 2553 or the 24-Hour Hotline 239-939-3112. Victims of stalking seeking help may contact **the Fort Myers Police Department, the Lee County Sheriffs' Department or the Abuse Counseling and Treatment Shelter**.

Attachment: Certification form HUD-5382

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.

The Housing Authority of the City of Fort Myers and The Lee County Housing Authority

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

Emergency Transfers

The Housing Authority of the City of Fort Myers (HACFM) 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),[1] HACFM 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.[2] The ability of HACFM 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 HACFM 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 emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **the Housing Choice Voucher Section 8 program, Project Based Voucher program, Public Housing program and the Neighborhood Stabilization program** 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.

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[1] 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.

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

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 his or her Property Management office or his or her HCV Housing Specialist and submit a written request for a transfer to **another housing development or program with availability.** HACFM 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 HACFM'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

HACFM will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HACFM 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 HACFM responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HACFM cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HACFM 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. HACFM may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
If HACFM has no safe and available units for which a tenant who needs an emergency is eligible, HACFM 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, HACFM 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.

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) _____







Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

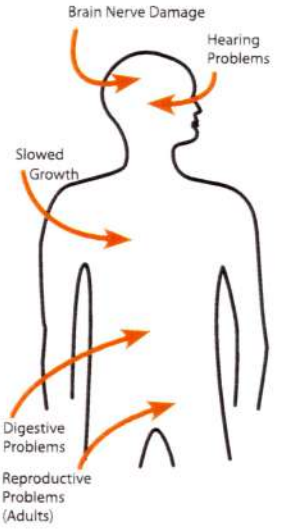
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



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

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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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



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

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

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

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

Reducing Lead Hazards, continued

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

- 10 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 100 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

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

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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

EPA-747-K-12-001
March 2021

IMPORTANT!

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

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

Background Check Release / Tenant Screening

4224 Renaissance Preserve Way, Fort Myers, FL 33916 Phone (239) 344-3220 Fax (239) 344-3273 TTY: (800) 955-8771

APPLICANT Complete the following information as accurately as possible. (Please Print Clearly.)

Last: First: MI:

SSN: D.L. #: State:

*Birth date: *Sex: *Race: Phone:

Previous names (maiden / marriage etc..): Date Changed:

(Attach additional sheet, if necessary. Date Changed:

Addresses: (List past seven years beginning with your current address. Include **street, city, state, zip code, county and dates of residence**. Attach additional sheet, if necessary.)

1. City: State: Zip: County: Dates:

2. City: State: Zip: County: Dates:

How long has applicant lived in state?

Current Landlord Name: Complex Name: Phone:

Previous Landlord Name: Complex Name: Phone:

Current Employer's Name: Phone:

How Long: Position: Salary:

Bank Name: Branch: Phone: Ckg / Svgs Acct #:
(Please Circle One)

DISCLOSURE AND AUTHORIZATION REGARDING BACKGROUND INVESTIGATION

[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]

At your written request, **The Housing Authority of the City of Fort Myers** may obtain information about you from a consumer reporting agency for tenant screening purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to tenants is an investigation into your prior rental history, education, and employment conducted by TruDiligence, LLC, 3190 S Wadsworth Blvd, Suite 260, Lakewood, CO 80227, 800-580-0474, or

another outside organization. You should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York applicants only: You have the right to inspect and receive a copy of any investigative consumer report requested by

Landlord by contacting the consumer reporting agency identified above directly.

California applicants only: Under California Civil Code section 1786.22, you are entitled to find out what is in the CRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The CRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the CRA file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. CRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the CRAs.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the CRA require additional information concerning your employment and personal or family history in order to verify your identity. The CRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. The CRA may require you to furnish a written statement granting permission to the CRA to discuss your file in such person's presence.

☐ Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the FCRA required documents DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. In connection with my application for leasing, I understand that a consumer report and/or investigative consumer report may be requested of my background. I understand that such reports may include, but are not limited to, personal references of character, information regarding past and/or present employment, information regarding past and/or present rental history, credit, criminal, or police records, and other public records. I further understand that such reports will be used for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualification for leasing. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference, or insurance company, or other entity to furnish any and all requested background information to TruDiligence, LLC, 3190 S Wadsworth Blvd, Suite 260, Lakewood, CO 80227, 800-580-0474, another outside organization acting on behalf of Landlord, and/or Landlord itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

Signature:_____ Date: _____

*The information indicated by an (*) will be used for background screening purposes only and will not be used as tenant selection criteria

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

    - a person has taken adverse action against you because of information in your credit report;
    - you are the victim of identity theft and place a fraud alert in your file;
    - your file contains inaccurate information as a result of fraud;
    - you are on public assistance;
    - you are unemployed but expect to apply for employment within 60 days.

    In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

  CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

  You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

  As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

The landlord may also enter at any time when:

- The tenant has given consent;
- In an emergency;
- The tenant unreasonably withholds consent; and/or,
- The tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

If the Landlord Does Not Comply

Section 83.60 (1), F.S.

You may be able to withhold rent if your landlord fails to do what the law or rental agreement requires. However, you must announce your intentions in writing by mail, preferably certified, at least seven days before the rent is due to allow time to remedy the problem. If the problem is not corrected within the seven days and you withhold the rent, the landlord may take you to court to collect it. Under these circumstances, you must pay the rent into the court registry, pending the judge's determination in the case.

If the Tenant Does Not Comply

Section 83.56(2), F.S.

You can be evicted for not living up to the agreement. The process of removal depends on the breach.

Failure to Meet Obligations

Except for the failure to pay rent, a landlord must notify you in writing of any shortcomings and give you seven days in which to correct the situation. If you still have not complied after seven days, the landlord can begin the eviction process based on non-compliance.

Other Evictions

Section 83.56(2)(a), F.S.

Under certain circumstances, if you have exhibited a lack of consideration for the rights and privacy of others, a landlord has the right to require you to move with very little notice.

In some cases (destruction, damage, misuse of property, unreasonable disturbances), the landlord does not have to give you an opportunity to remedy the problem and may terminate tenancy by giving you a seven-day written notice.

Each eviction case is unique, so be sure to obtain legal advice. A landlord MAY NOT evict you solely in retaliation for the tenant complaining to a governmental agency about code violations or asserting other tenant rights.

Non-Payment of Rent

Section 83.56(3), F.S.

The landlord must serve you, the tenant, a written notice allowing three days (excluding weekends and legal holidays) for you to pay the rent or move from the premises. If you do not pay the rent or move, he/she may begin legal action to evict you.

In order for the landlord to gain payment of rent or possession of the dwelling, he/she must file suit in county court. If the court agrees with the landlord, you will be notified in writing. You then have five days (excluding weekends and legal holidays) to respond – also in writing – to the court. If you do not respond or a judgment is entered against you, the clerk of the county court will issue a "Writ of Possession" to the sheriff who will notify you that eviction will take place in 24 hours.

Section 83.57, F.S.

A tenancy without a specific duration may be terminated by either party giving written notice in the manner prescribed by statute prior to the end of the tenancy period, as follows:

Week to Week ---------- 7 days
Month to Month --------- 15 days
Quarter to Quarter ----- 30 days
Year to Year ---------- 60 days

Section 83.67, F.S.

Florida Law does not allow a landlord to force a tenant out by:

- Shutting off the utilities or interrupting service, even if that service is under the control of or the landlord makes payment;
- Changing the locks or using a device that denies the tenant access;
- Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement); and/or
- Removing the tenant's personal property from the dwelling unless action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with section 83.59(3)(d), F.S., or lawful eviction.

If any of these occur, the tenant may sue for actual and consequential damages or three months' rent, whichever is greater, plus court costs and attorney's fees.

When You Decide to Move

Don't forget to give the required notice as stated in your rental agreement. The information above indicates appropriate notification if a specific time period is not included in the rental agreement. Be sure to check your rental agreement for any other specified condition.

Under certain circumstances, if allowed by the provisions of the rental agreement, a rental agreement may be ended when either party gives written notice to the other of their intention. Send all correspondence relating to your intentions to the landlord by certified mail or deliver it by hand and insist on a receipt.

It is usually a good idea to talk with the landlord in person, too. If you must cancel a lease before its expiration date, perhaps the landlord will accept the security deposit as the total financial obligation. If so, be sure to obtain a signed agreement to this effect from the landlord.

When you move from a rental unit – no matter the duration – be sure to settle all accounts. Terminate utility service the day you leave; notify the landlord, post office and others of your new address; and make other arrangements to minimize inconvenience to the landlord or the new tenants.

One of the most important responsibilities as a tenant is to leave the premises in a clean condition for the next occupant. Be sure to vacuum, sweep, clean all rooms, cabinets and appliances, as well as other areas specified in the terms and conditions of the rental agreement. Take a last walk-through with the landlord. Note any damages in writing and reach a final agreement.

Military Service

Section 83.682, F.S.

Florida Statutes provides that a service member may terminate his or her rental agreement under certain conditions.

We're Here to Help!

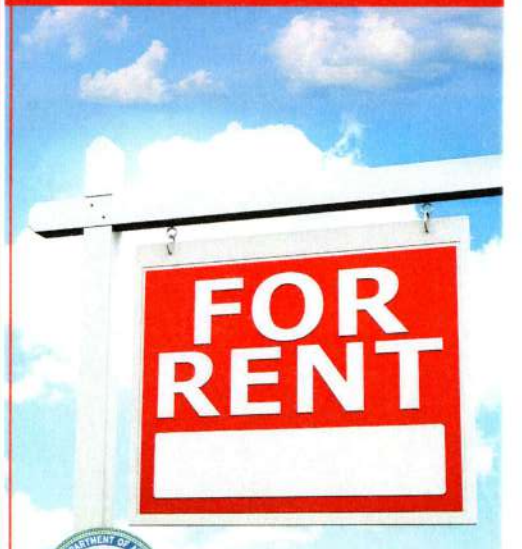
The Florida Department of Agriculture and Consumer Services functions as the state's clearinghouse for consumer complaints.

For a free copy of the full text version of the statute or additional information, call 1-800-HELP-FLA (435-7352) or 1-800-FL-AYUDA (352-9832) en Español, or visit our website at www.FloridaConsumerHelp.com.

FDACS-P-00009
Rev. 01/18

FLORIDA'S
landlord/tenant law

SUMMARY OF CHAPTER 83, PART II, FLORIDA STATUTES



Florida Department of
Agriculture and Consumer Services

FLORIDA'S
landlord/tenant law

SUMMARY OF CHAPTER 83, PART II, FLORIDA STATUTES



Most renters are aware they have certain rights when they are involved in a dispute with their landlord, however they often don't know what those rights are. This brochure was developed by the Florida Department of Agriculture and Consumer Services to answer many of the questions frequently asked about landlord/tenant relationships. This brochure is NOT meant to be a complete summary of Florida's Landlord/Tenant law. This brochure is not intended for the purpose of providing legal advice. For additional information not addressed in the brochure, refer to Chapter 83, Florida Statutes (F.S.). A copy of the statutes may be obtained by calling 1-800-HELP-FLA (435-7352) or by visiting www.FloridaConsumerHelp.com.

This information applies to those who rent a dwelling unit as described in Section 83.43, F.S.

Before you Rent

Walk through the premises to identify any problems that should be fixed BEFORE you rent. Take pictures, video or make notes of any questionable conditions and include provisions for repairs in the rental agreement or in a separate written document signed by both parties.

A tenant is an equal party with the landlord. You never have to agree to any rental arrangement. Before renting a dwelling, be sure the rental agreement covers ALL the issues addressed in this brochure. Before you sign, make sure you thoroughly understand the terms of the agreement. If you DON'T understand, DON'T sign the rental agreement. There is no grace period allowed for canceling rental agreements, so if you sign, you are bound to the agreement.

Oral and Written Rental Agreements

A rental agreement (commonly referred to as leases) is an agreement to rent property. Rental agreements may be either written or oral. Most rental agreements are written because oral agreements can be subject to misunderstandings and are difficult to prove. A written rental agreement can be a formal contract, or simply a copy of a letter stating the rights and obligations of both the landlord and tenant.

Florida law requires that notices to and from a landlord must be in writing, even if the rental agreement is oral. Always retain a copy of any correspondence to and from your landlord.

Section 83.46(2), F.S.
If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which rent is payable (week-to-week, month-to-month, etc.). All other terms are either those specifically addressed by law or those that are part of the agreement between you and your landlord.

Deposit and Rent Requirements

Section 83.49, F.S.
A landlord has the discretion to collect various deposits as well as some rent in advance. These advance payments generally vary in range. Be careful about making any deposit unless a definite decision has been made to move into the unit. A tenant who puts down a deposit but then decides not to occupy the unit MAY NOT be entitled to a refund. If a deposit is non-refundable, it should be stated in the rental agreement.

A damage deposit is the most common requirement of landlords. At the time of the pre-rental walk-through with the landlord, you should make note of damaged items or areas, worn rugs, broken fixtures, etc. and give a copy to the landlord. Keep a copy for your files, which may help eliminate or minimize disputes later.

When you move out, the landlord must either return your deposit within 15 days of termination of the rental agreement, if the landlord does not intend to impose a claim upon the security deposit; or justify in writing by certified mail, to the tenant's last known mailing address within 30-days upon termination of a rental agreement, as to why they are keeping a portion of or all of the deposit. If the notice is not sent as required within the 30-day period, the landlord forfeits his/her right to impose a claim upon the deposit, unless you fail to give proper notice prior to vacating.

Section 83.49, 3(b)(c), F.S.
Unless you object to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to you within 30 days after the date of the notice of intention to impose a claim for damages. If you object to the landlord's claim, you may file a complaint with the Department of Agriculture and Consumer Services or institute an action in a court of competent jurisdiction to adjudicate the landlord's right to the security deposit.

Who is Responsible?

You and your landlord share many of the responsibilities. Maintenance of the premises is a good example. Your landlord must provide a healthy, properly maintained place for you to live. You are required to keep the premises in good condition and to occupy them as a peaceful neighbor.

There are certain responsibilities that apply to each party as outlined by law.

The Landlord
Section 83.51(1), F.S.
The landlord's responsibilities will depend on the type of rental unit. The landlord at all times during the tenancy shall:

Section 83.51(1)(a)(b), F.S.
- Comply with the requirements of applicable building, housing and health codes; or
- Where there are no applicable building, housing or health codes, maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition.

The landlord's obligations may be altered or modified in writing with respect to a single-family home or duplex.

Section 83.51(2)(a)(b), F.S.
Unless otherwise agreed in writing, in addition to the above requirements, the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

- Extermination of rats, mice, ants, wood destroying organisms, and bed bugs.
- Locks and keys.
- Clean and safe conditions of common areas.
- Garbage removal and outside receptacles.
- Functioning facilities for heat during winter, running water, and hot water.
- A working smoke detection device if the dwelling is a single-family home or duplex.

This does not mean that the landlord is obligated to pay for utilities, water, fuel or garbage removal, although a landlord may choose to do so. Other provisions relevant to a rental agreement may also be altered in writing.

The Tenant
Section 83.52, F.S.
A tenant, at all times during the tenancy shall:

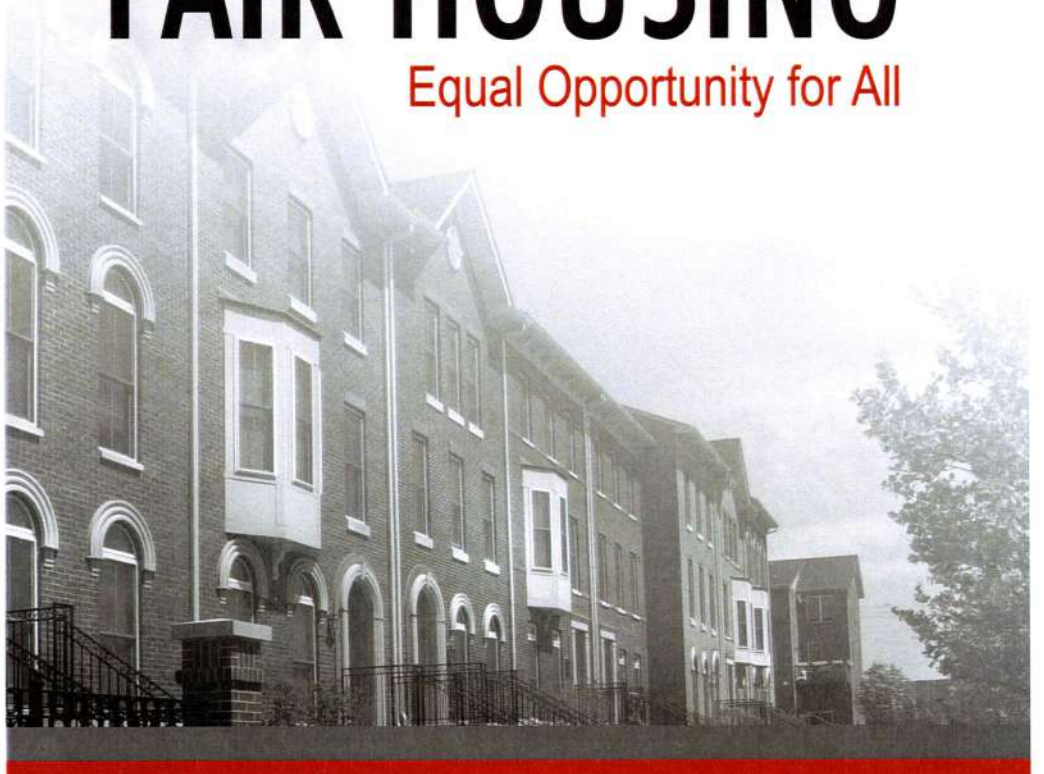
- Comply with all building, housing and health codes.
- Keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean, sanitary, and in repair.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- Not destroy, deface, damage, impair, or remove any part of the premises or property belonging to the landlord nor permit any person to do so.
- Conduct himself or herself, and require other persons on the premises with his or her consent, to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

Access to the Premises

Section 83.53(2), F.S.
Once you agree to rent a dwelling, your right to possession is much the same as if you owned it. However, the landlord can enter at reasonable times with proper notice to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply agreed services or show it to a prospective or actual purchaser, tenant, mortgagee, worker or contractor.

FAIR HOUSING

Equal Opportunity for All



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

Please visit our website: www.hud.gov/fairhousing

EQUAL HOUSING OPPORTUNITY



Fair Housing – Equal Opportunity for All

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

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

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

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

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U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W., Washington, D.C. 20410-2000


FAIR HOUSING Equal Opportunity for All



The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

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

What Housing is Covered?

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

What is Prohibited?

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

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



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

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

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



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

Additional Protection If You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:

  - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
  - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

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

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



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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

If You Think Your Rights Have Been Violated

What to Tell HUD:

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

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

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



BOSTON REGIONAL OFFICE
(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:
NEW YORK REGIONAL OFFICE
(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
*Fax (212) 264-9829 * TTY (212) 264-0927*

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:
PHILADELPHIA REGIONAL OFFICE
(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

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



ATLANTA REGIONAL OFFICE
(Complaints_office_04@hud.gov)
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091 x2493
Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:
CHICAGO REGIONAL OFFICE
(Complaints_office_05@hud.gov)
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:
FORT WORTH REGIONAL OFFICE
(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:
KANSAS CITY REGIONAL OFFICE



(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
*Fax (913) 551-6856 * TTY (913) 551-6972*

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:
DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:
SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:
SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185



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

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

If You Are Disabled: HUD also provides:

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

What Happens When You File A Complaint?

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

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

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



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

Complaint Referrals to State or Local Public Fair Housing Agencies:

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

What Happens If I'm Going to Lose My Housing Through Eviction or Sale?

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



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

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

What Happens After A Complaint Investigation?

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

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



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

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

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

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



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

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

In Addition

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

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

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



Other Tools to Combat Housing Discrimination:

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


Notes
FAIR HOUSING Equal Opportunity for All


Notes
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FAIR HOUSING Equal Opportunity for All

For Further Information

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



CONNECT WITH HUD

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

02305

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2011

Please visit our website: www.hud.gov/fairhousing



Fair Housing
Awareness

CALL HUD

1-800-669-9777 / 1-800-877-8339 TTY

WWW.HUD.GOV

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.
Things that a home must have in order approved by the PHA, and
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

Electricity
At least two electric outlets, or one outlet and one permanent overhead light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

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

Floor
A floor that is in good condition.

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

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

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

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

Paint

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

You should also think about:

- The types of locks on windows and doors
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

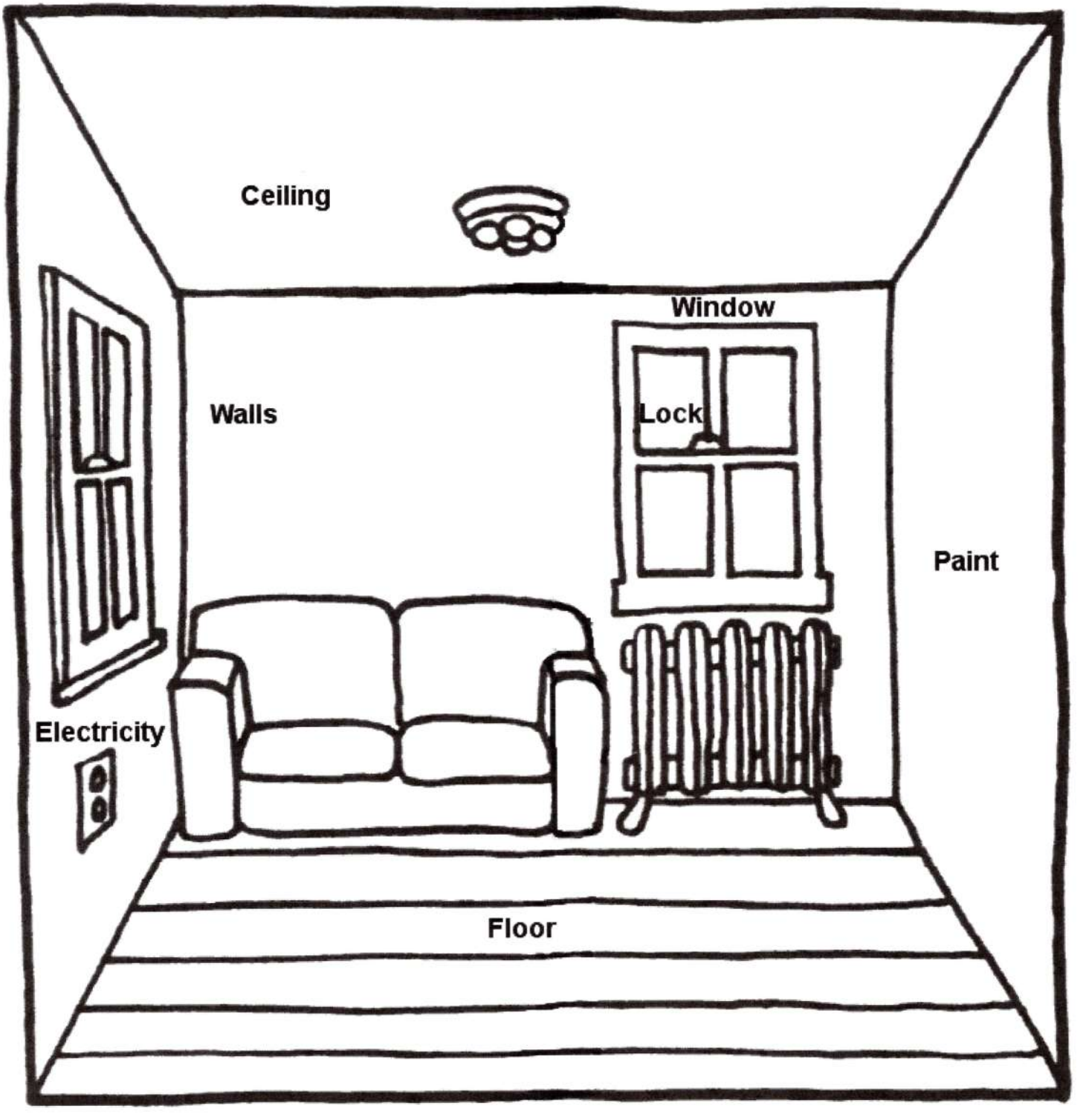
- The condition of the windows.
  -- Are there small cracks in the panes?

- The amount of weatherization around doors and windows.
  -- Are there storm windows?
  -- Is there weather stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floor.
  -- Is it scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Electricity
Floor

2. Kitchen

The Kitchen must have:

Ceiling
A ceiling that is in good condition.

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

Storage
Some space to store food.

Electricity
At least one electric outlet and one permanent light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

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

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

Floor
A floor that is in good condition.
Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area
Some space to prepare food.

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

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

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

Walls
Walls that are in good condition.

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

Serving Area
Some space to serve food.

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

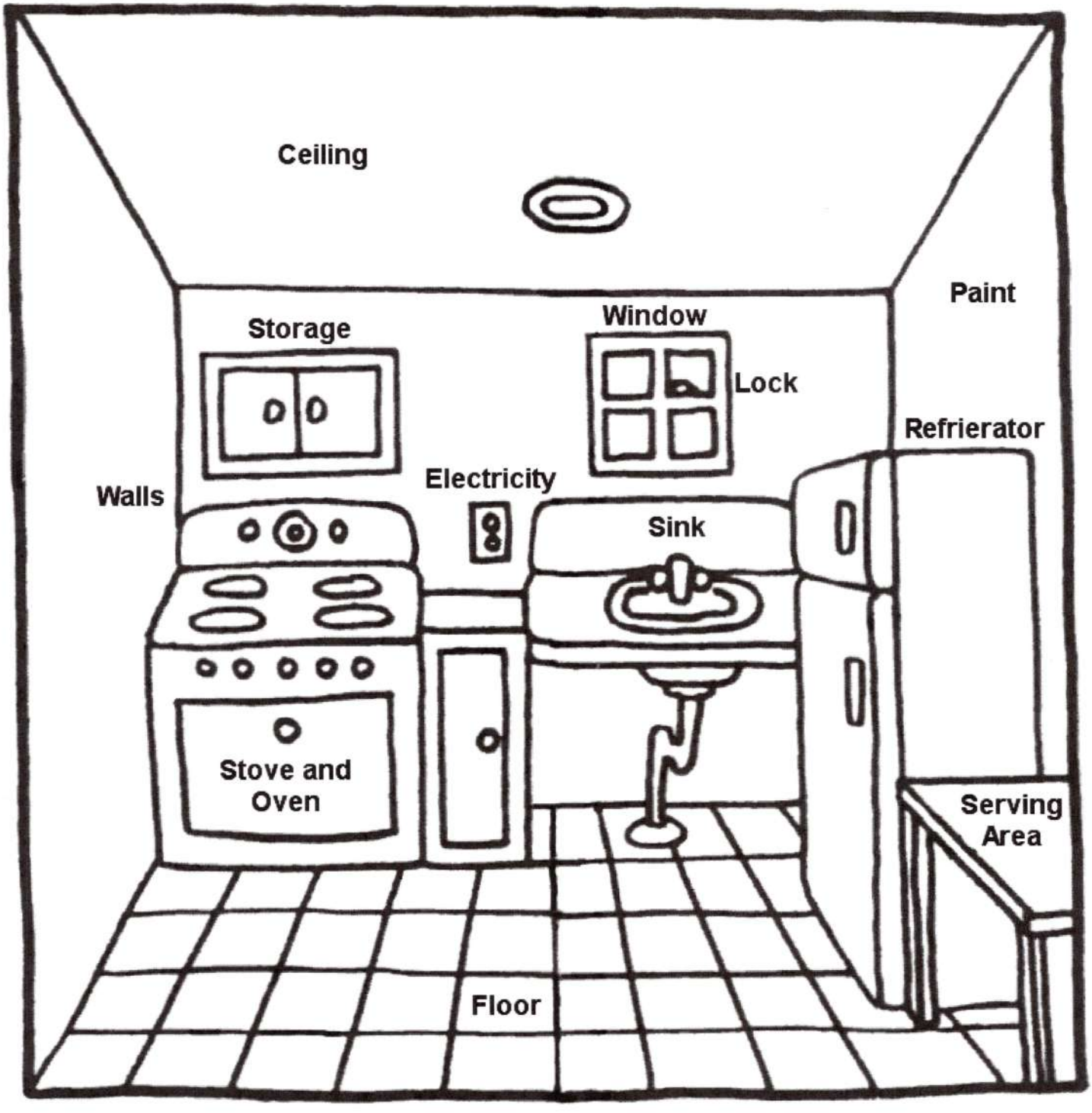
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

Sink
A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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


Ceiling
Paint
Storage
Window
Lock
Refrierator
Walls
Electricity
Sink
Stove and
Oven
Serving
Area
Floor

3. Bathroom

The Bathroom must have:

Ceiling
A ceiling that is in good condition.

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

Window
A window that opens or a working exhaust fan.

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

Toilet
A flush toilet that works.

Tub or Shower
A tub or shower with hot and cold running water.

Floor
A floor that is in good condition.

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

Paint

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

Walls
Walls that are in good condition.

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

Electricity
At least one permanent overhead or wall light fixture.

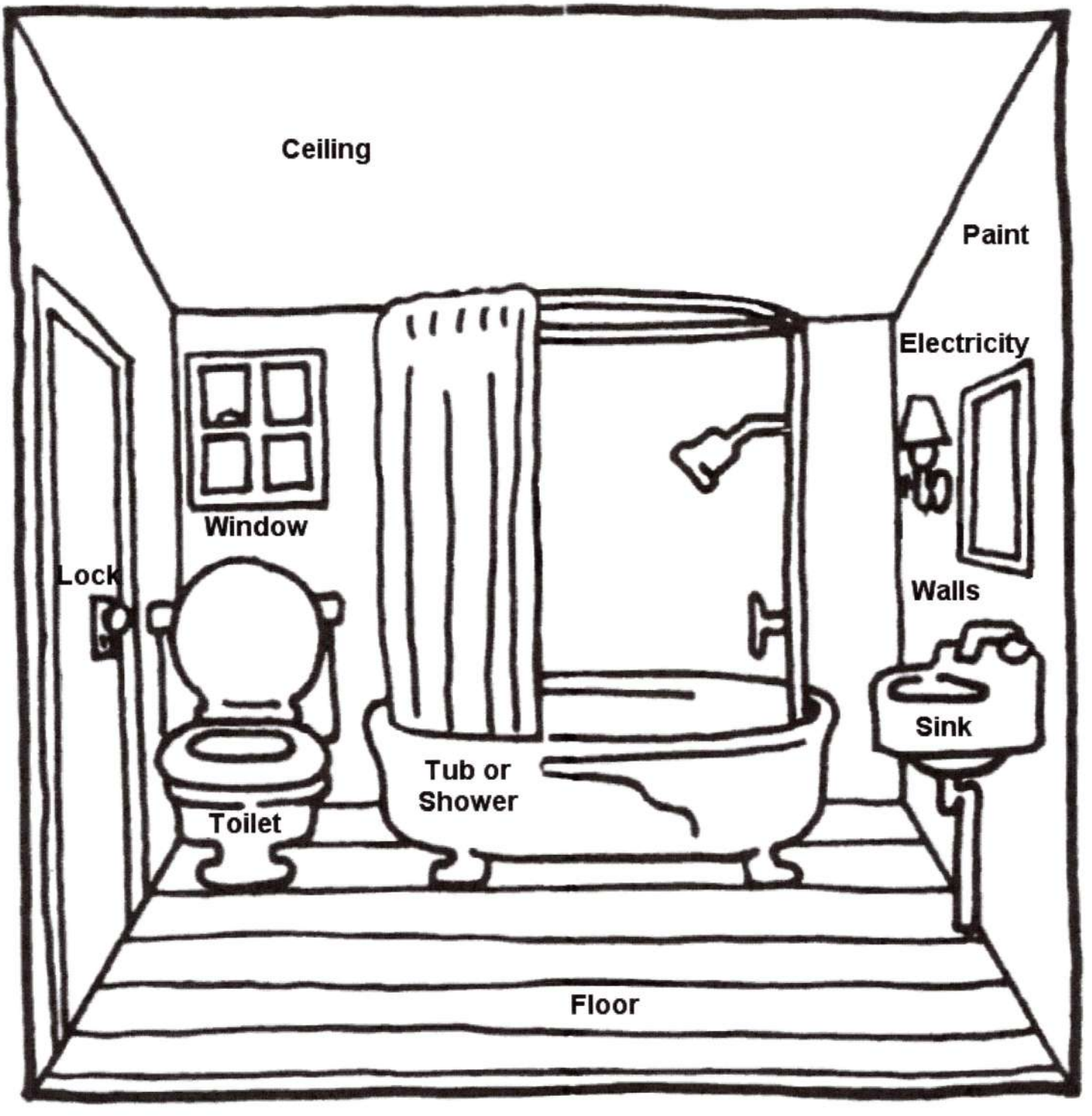
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink
A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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


Ceiling
Paint
Electricity
Window
Lock
Walls
Sink
Tub or
Shower
Toilet
Floor

4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms
Same requirement as for living room.

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

Floor
A floor that is in good condition.

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

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

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

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

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

You should also think about:

- What you would like to do with the other rooms.
  -- Can you use them the way you want to?

- The type of locks on windows and doors.
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

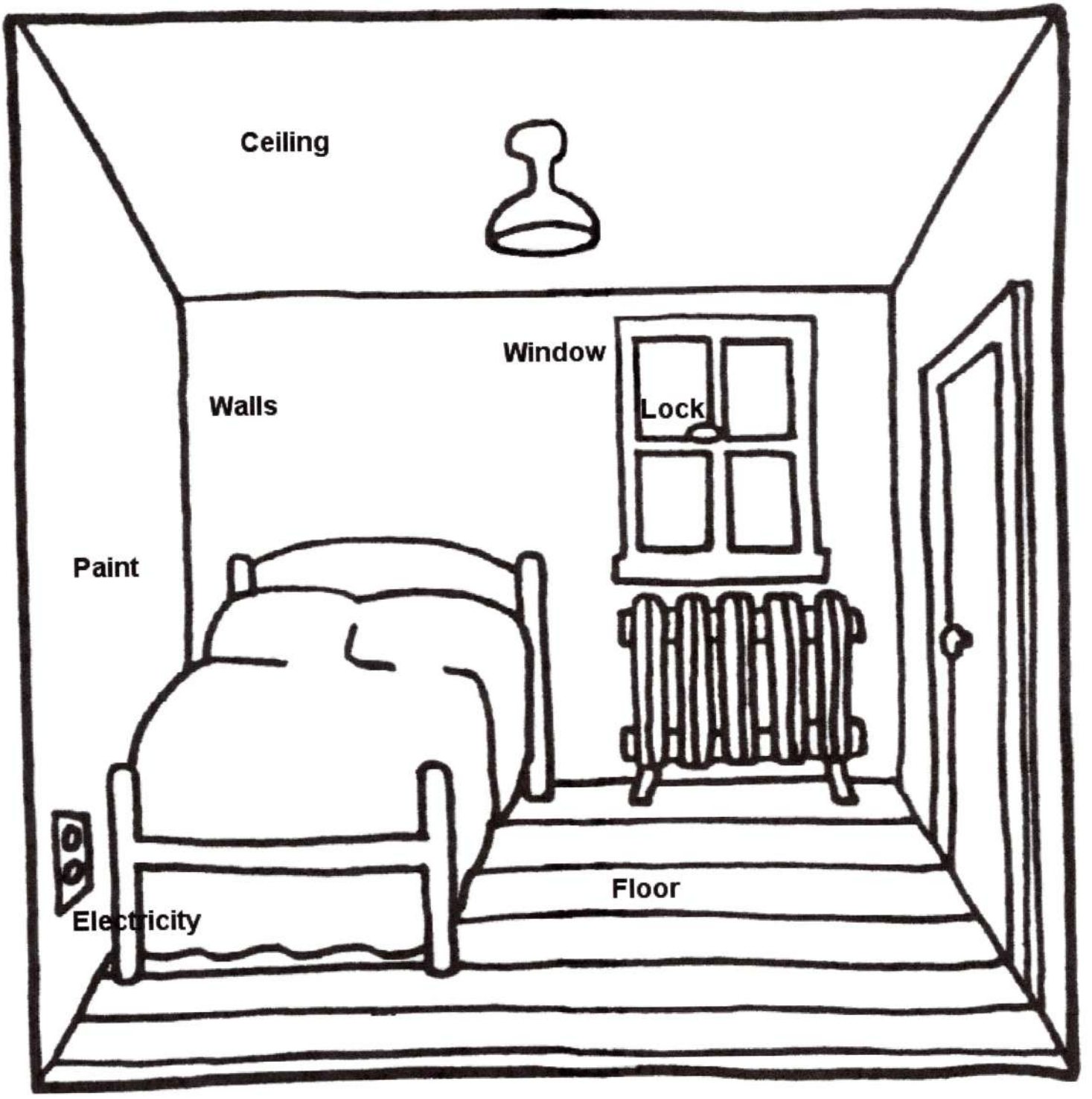
- The condition of the windows.
  -- Are there small cracks in the panes?

- The amount of weatherization windows.
  -- Are there storm windows?
  -- Is there weather-stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floors.
  -- Are they scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Floor
Electricity

5. Building Exterior, Plumbing, and Heating

The Building must have:

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

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

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

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

Foundation
A foundation in good condition that has no serious leaks.

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

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

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

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

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

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

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

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

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

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

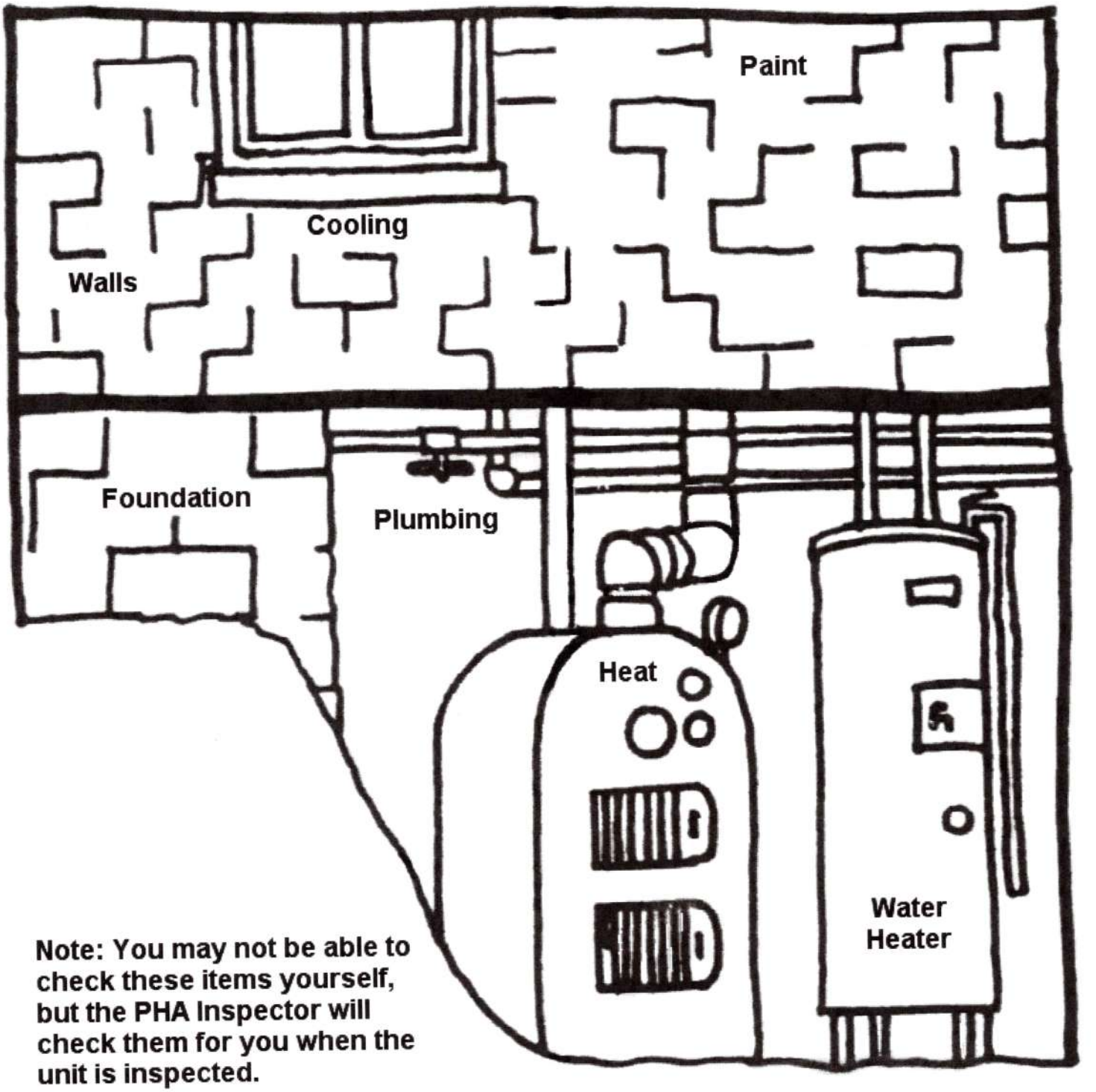
You should also think about:

- How well maintained the apartment is.

- The type of heating equipment.
  --Will it be able to supply enough heat for you in the winter, to all rooms used for living?

- The amount and type of weatherization and its affect on utility costs.
  -- Is there insulation?
  -- Are there storm windows?
  -- Is there weather-stripping around the windows and doors?

- Air circulation or type of cooling equipment (if any).
  -- Will the unit be cool enough for you in the summer?



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

6. Health and Safety

The Building and Site must have:

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

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

Elevators
Make sure the elevators are safe and work properly.

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

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

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

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

Lights
Lights that work in all common hallways and interior stairs.

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

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

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

For Manufactured Homes: Tie Downs
Manufactured homes must be place on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
  --Is it suitable for your family?

- How safe the house or apartment is for your family.

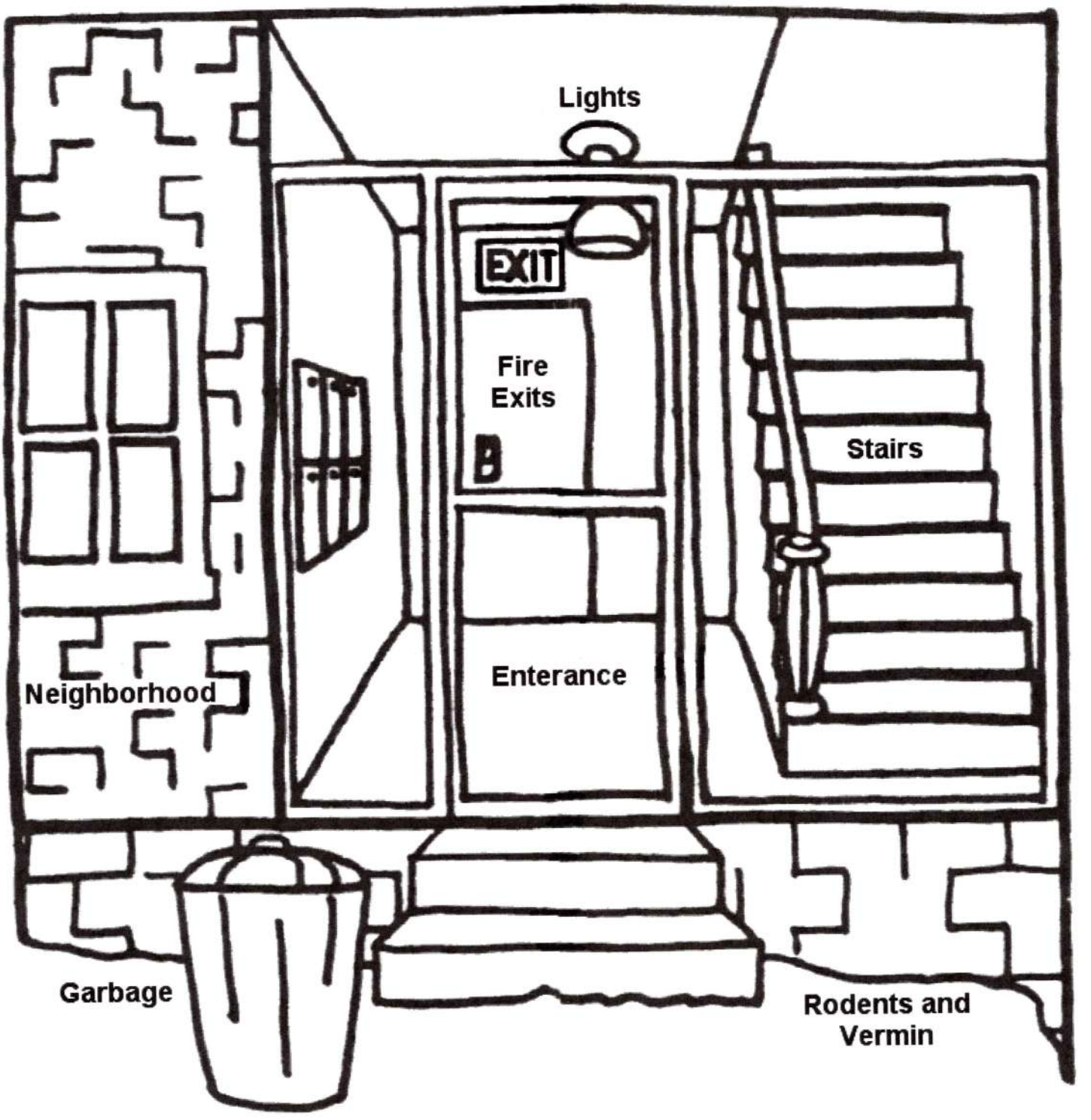
- The presence of screens and storm windows.

- Services in the neighborhood.
  --Are there stores nearby?
  --Are there schools nearby?
  --Are there hospitals nearby?
  --Is there transportation nearby?

- Are there job opportunities nearby?

- Will the cost of tenant-paid utilizes be affordable and is the unit energy-efficient?

- Be sure to read the lead-based paint brochure give to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.

- Additional things that you should think about for the special needs of your family.

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

E-NOTIFICATION APPLICATION/OPT–IN FORM

What Is the Purpose of This Form?

The purpose of this form is to request an electric notification (e-notification) for recertification appointment reminders, rental payment reminders to prevent late penalties and various agency alerts.

General Information

Complete the information below and return this form to the above selected housing authority. Once your information has been entered into the system, you will begin to receive your e-notifications. The e-notification, which will be an email and/or a text message, will not include any personal information nor will it provide any type of status or benefit. This service is merely a convenience to the residents of the above listed housing authorities. The information that you provide is *voluntary*. If you choose not to opt for this service, you will not receive e-notifications, alerts or reminders from the housing authority.

Privacy Act Statement

The Privacy Act of 1974, 5 USC 552a, provides protection to individuals by ensuring that personal information collected by Federal agencies is limited to that which is legally authorized and necessary and is maintained in a manner which precludes unwarranted intrusions upon individual privacy.

Consent

☐ **I have read the information provided above for the e-notification system and have had the opportunity to ask questions. I wish to voluntarily provide my information and agree to receive e-notifications, reminders and alerts via email and/or text message from the housing authority. I understand that the housing authority is *not responsible* for any charges that may be incurred as a result of utilizing the e-notification system.**

☐ **<u>I DO NOT</u> wish to take part in the above e-notification system and confirm that you Do NOT have permission to use data already collected about me for the above e-notification system.**

Participant's/Resident's Signature _____ **Date** _____

Please complete this section if you are participating in the e-notification system

Full Last Name	Full First Name	Full Middle Name
E-mail Address	Mobile Phone Number (Text Message Purposes)	

UTILITY COMPANIES FOR LEE COUNTY



Electric Companies

Florida Power and Light (FPL) 239-334-7754 www.fpl.com

Lee County Electric Cooperative (LCEC) 239-656-2300 www.lcec.net



Water Companies

Lee County Utilities 239-533-8845 www.leegov.com/gov/dept/utilities

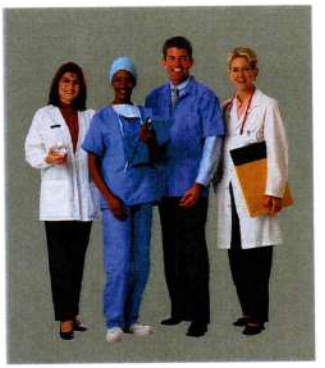
Fort Myers Utilities 239-321-8100 www.cityftmyers.com/Utilities

Fort Myers Beach Water 239-463-9914 www.fortmyersbeachfl.gov

Bonita Springs Utilities 239-992-0711 www.bsu.us

Florida Governmental Utilities 239-543-1005 www.fgua.com

South Florida Water Management 239-338-7754 www.sfwmd.gov



NEED A JOB ?

Lee County – Largest Employers

Lee Memorial Health Systems	www.leememorial.org
Lee County School District	www.leeschools.net
Publix Supermarkets	www.publix.com
Lee county Government	www.lee-county.com
Walmart	www.walmart.com
Target	www.target.com
Shell Point Retirement	www.shellpoint.org
City of Fort Myers government	www.cityftmyers.com
Comcast	www.comcast.com
Centurylink	www.centurylink.com
Hertz	www.hertz.com

Job Resource

Workforce Council	**239-277-0152**
Goodwill industries	**239275-4556**



Need Help? Dial 2-1-1

United Way 211 is available 24 hours a day, 365 days a year. English and Spanish languages are readily available.

United Way 211 is a free 24-hour non-emergency helpline that exists to help people navigate their way through the maze of human and social service agencies in Lee, Hendry and Glades counties by providing the most adequate resources for the client's situation. To speak with one of our Community Resource Specialist please dial 2-1-1 or 239-433-3900.

Click here to request a New Agency/Program Profile Form and our Inclusion/Exclusion Policy

Suggested searches

Aging Out

Employment

Financial Assistance

Designed by CONRIC PR & Marketing | Publishing | Copyright United Way of Lee, Hendry, Glades and Okeechobee | 7273 Concourse Dr., Ft. Myers, FL 33908 239.433.2000
United Way of Lee, Hendry, Glades, and Okeechobee, Inc. is a 501(C)(3) nonprofit corporation registered pursuant to Chapter 496, Section 496.405 of the Florida Statutes. A copy of the official registration (CH31) and financial information may be obtained from the Division of Consumer Services by calling toll-free (1-800-435-7352) within the state or from its website at WWW.800HELPFLA.COM. Registration does not imply endorsement, approval, or recommendation by the state. EIN# 59-1005169

Your Ride is Here

How to Ride

The easiest way to learn how to ride LeeTran is to use our interactive TripPlanner. It will give you a customized map and step-by-step instructions from your starting point to your destination.

For a general overview of our system, visit Find My Bus to locate the closest route and stop to your home or office. You can then view the schedule for that route.

If that route doesn't travel to your destination, you will have to switch buses at a transfer center (indicated with a star on the route maps).

Learn how to ride LeeTran with your bicycle.

If you have difficulty determining which buses to take, please call us at 239-533-8726 and select option 1 for Customer Service.

If you have difficulty determining which buses to take, please call us at 239-533-8726 and select option 1 for Customer Service.

Monday-Saturday 5 a.m. to 9:45 p.m.

FARES

Adult Fare	**$1.50**
Discount Fare	**$0.75**
Children 42" and under	**FREE**
All-Day Pass	$4.00
7-Day Pass	$15.00
31-Day Pass	$40.00
12-Trip Pass	$13.50
Senior/Disabled Passes:	
7-Day Pass	$11.00
31-Day Pass	$23.00
12-Trip Pass	$6.50
Student Passes:	
7-Day Pass	$12.00
31-Day Pass	$25.00
12-Trip Pass	$6.75
TROLLEY ONLY	
Adult Fare	$0.75
Discount Fare	$0.35
All-Day Pass	$2.00
3-Day Pass	$4.00

For a list of locations where passes are sold visit **www.RideLeeTran.com**

Driver cannot make change

https://www.leegov.com/leetran/about-leetran

ACCESS Florida
For State of Florida benefits



W Welcome to ACCESS Florida



re
to Florida Department of Children and Families
d C Community Connection to Economic Self
Suf Sufficiency (ACCESS).

Get Started Now

Am I Eligible?

Apply for Benefits

Create My Access Account

Returning Users

*User ID

*Password

Forgot your User ID?
Forgot your Password?

https://dcf-access.dcf.state.fl.us/access/index.do

HOME CHILD SUPPORTormation..

Contact the Child Support Program

eServices **Access your case online 24/7**

Email us **Use our online contact form 24/7**

Chat with us **Mon - Fri 8 AM to 5 PM EST**

Chat live now!

Fax **Send information by fax 850-921-0792**

Get payment information by phone

Florida State Disbursement Unit1-877-769-02518 AM to 6 PM EST, Monday-Friday

- Automated payment information
- Direct deposit or smiONE Visa Prepaid Card information
- Report lost/stolen check(s)
- Change your address

Case number & Social Security Number required

Make payments and access your account online 24/7

fl.smartchildsupport.com

Get case information by phone

850-488-KIDS (5437)7:30 AM to 6 PM EST, Monday-Friday

All counties except Miami-Dade

Florida Relay Service1-800-955-8771 (TTY)Learn more

Miami-Dade County1-305-530-26008 AM to 5 PM EST, Monday-Friday

The School District of Lee County
PERSONAL • PASSIONATE • PROGRESSIVE

Registration Requirements

The student does not need to be present for the registration.

Florida Law states that whoever knowingly provides false information, in writing, to a public servant in the performance of his or her duties commits a second degree misdemeanor punishable by a fine of up to $500.

- **Photo ID** - Anyone who registers a student must show a Photo ID
- **Birth Certificate** - or copy faxed from any previous K-12 school to our office. (not from a day care or pre-school)
- **Social Security Card** - (if available)
- **Health Examination (physical)** - The exam must be dated within 12 months prior to registration. Not required for students transferring from any Florida public or private school unless registering a Kindergarten student. For information concerning Health Examinations.
- **Florida Certificate of Immunization** - can be obtained free by taking your former state's immunization record to the Lee County Health Department, 3920 Michigan Ave., Ft. Myers, FL. Appointment is required please call 239-461-6100. For the Lee County Health Department.
- **Proof of Address** (Only ONE of the following documents are required)
    - **Current electric bill, water bill, cable bill or any utility bill that shows a service address.**
    - **Signed Lease Agreement or Statement From Landlord** on their letterhead verifying occupancy. **Leases and Landlord statements may require verification. Additional documentation may be required prior to registration or change of address.*
    - **Homestead Exemption Card** - If you have property with homestead, that is the address that **MUST** be used when enrolling your child.
    - **If you are building a house** - Mortgage Acceptance Letter including: your name, loan number, property address and a letter from the builder with an expected completion date. (The completion date and the date the child will start attending school must be within a sensible time period in relation to each other).
    - **If you are buying a house** - Settlement statement or mortgage acceptance letter including: your name, loan number, property address and closing date. We **DO NOT** accept: sales contracts, commitment letters, pre-approval letters or truth in lending statements.
    - **If living with relatives or friends** - A letter from them listing your name and the names of your children, stating that you are residing at their address **AND** a copy of **ONE** of the documents listed above to verify their address
- **Proof of Custody** is required if child is not living with both natural parents.
- **Name and address of last school attended**
- **Copy of Last Report Card** *(If available)*
- **Copy of IEP (Individual Education Plan)** if your child is in an Exceptional Student Education Program (ESE).

The School District of Lee County
2855 Colonial Blvd, Fort Myers, FL 33966Phone: 239-334-1102TTD/TTY: 239-335-1512



THE HOUSING AUTHORITY
OF THE CITY OF FORT MYERS, FLORIDA

Acknowledgement of Housing Choice Voucher Program Briefing

By my signature below, I certify that I have received an oral briefing of my rights and responsibilities, for participation in the Housing Authority of the City of Fort Myers Housing Choice Voucher (HCV) Program.

I further certify that I have received and understand all of the following information which was given to me.

Briefing Packet contents:

- Protect your family from lead-based paint booklet.
- Tenant rights booklet.
- Information on computing the housing assistance payment.
- The PHA's utility allowance schedule.
- Explanation of rent reasonableness.
- HUD tenancy addendum.
- PHA policy on providing information about a family to prospective owners.
- PHA subsidy standards including any exceptions to these standards.
- A Good Place to Live booklet.
- Fair Housing booklet.
- Notice of Reasonable Accommodations.
- Obligations of the family.
- Grounds for which the PHA may terminate the family's assistance.
- Informal hearing process and how to request one.
- Moves with continued assistance- Portability.
- Map of the PHA's jurisdiction.
- Requirements for notifying the PHA of any changes in income.
- Family Self Sufficiency brochure.
- Homeownership Voucher Program brochure.
- E-Notification

I understand that I am fully responsible for thoroughly reviewing the contents of the briefing packet. I certify that I have had the opportunity to ask questions regarding the program and the contents of the packet. I am aware of my responsibility to contact Section 8 staff if I have additional questions.

Head of Household (Print Name)	Signature	Date
Spouse or Other Adult (Print Name)	Signature	Date

EQUAL HOUSING OPPORTUNITY