

## **PART I OF THE RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS**

THE LEASE AGREEMENT (called the “Lease”) is between Fayetteville Housing Authority (called the “PHA”) and Tenant named in Part II of the Lease (called the “Tenant”).

### **I. Description of the Parties and Premises:**

- (a)** The PHA, using verified data about income, family composition, and needs leases to Tenant and Tenant leases from PHA, the property (called “premises” or “dwelling unit”) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. Part II is incorporated herein by reference and is made a part hereof.
- (b)** Premises must be used only as a private residence, solely for Tenant and the household members named in Part II of the Lease. The PHA may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities incidental to the residential use subject to the PHA’s policy on such activities.
- (c)** Tenant agrees to obtain the PHA’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the PHA may terminate the lease. Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by PHA that such a dwelling unit is available.
- (d)** Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the PHA in writing, within 10 days of the occurrence.

### **II. Lease and Amount of Rent**

- (a)** Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically renew for a successive term of twelve calendar months.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect Unless adjusted by the PHA in accordance with Section VII herein.

The flat rent for the dwelling unit listed above is \$\_\_\_\_\_.

The amount of the income-based rent (Total Payment and Tenant Rent) shall be determined by the PHA in compliance with HUD regulations and requirements and the PHA’s Admissions and Continued Occupancy Policy.

- (b)** Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the 5th calendar day of the month. Income-based rent and flat rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear.

When the PHA makes change(s) in the amount of Total Tenant Payment or Tenant rent, the PHA shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is effective. The PHA will notify Tenant that they may ask for an explanation stating the specific grounds for the PHA determination and that if the Tenant does not agree with the determination, the Tenant shall have the right to a hearing under the PHA's grievance procedure.

- (c)** The PHA's Minimum Rent (Minimum TTP) is \$50.00. Provision is made for exemption due to financial hardship as defined in the Housing Authority's Admissions and Continued Occupancy Policy.

### **III. Other Charges**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The types(s) and amounts of other charges for utilities are specified in Part II of this Lease Agreement. Other charges for which Tenant is responsible are:

- (a)** Maintenance costs – The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by Tenant, household members, or guests. When the PHA determines that maintenance or repair(s) are a result of normal wear and tear, Tenant shall be charged for the cost of such service.

Charges for repairs will be in accordance with the Schedule of Maintenance Charges posted by the PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

- (b)** Utility Charges – The PHA shall pay the appropriate gas and electric allowance directly to the gas and electric company each month. Any utility charges over the allowance shall be billed directly to the Tenant and paid promptly by the Tenant to the utility company.

When applicable, families will be charged for excess utility usage according to the PHA's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process. Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

The PHA may grant requests for relief from surcharges from excess utility consumption of PHA-furnished utilities as a reasonable accommodation where the PHA deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, the PHA will consider special factors affecting utility usage that are not within the control of the resident, such as the need for medical equipment. Residents may request relief in accordance with Section 2-II.C. of the Admissions and Continued Occupancy Policy (ACOP).

The PHA will process such requests in accordance with Section 2-II.E. of the ACOP. The ACOP is available online at <https://fayettevillehousingauthority.org/about-us/agency-materials/> or can be provided by the Property Manager upon request by calling 479-521-3850.

- (c) Late Charges – If the tenant fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$25.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the tenant can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

#### **IV. Payment Location**

Rent and other charges can be paid at the PHA Main Office located at #1 North School. If needed as a reasonable accommodation for a person with disabilities, the PHA shall make other arrangements for payment of rent. The PHA will accept personal checks or money orders. Checks will be accepted unless a check is returned for insufficient funds. If a check is returned, the PHA will refuse all future checks.

#### **V. Security Deposit**

- (a) Tenant Responsibilities: Tenant agrees to pay an amount of \$\_\_\_\_\_.
- (b) PHA's Responsibilities: The PHA will use the Security Deposit at the termination of the Lease:
  - (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
  - (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members, or guests, beyond normal wear and tear.

- (c) The PHA shall not charge a higher security deposit for Tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the dwelling unit has been inspected by the PHA.

The return of a security deposit shall occur within 30 days after Tenant moves out. The PHA agrees to return the Security Deposit to the Tenant when they vacate, less any deductions for any PHA costs indicated above, so long as Housing Authority furnishes Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

## **VI. Utilities and Appliances**

- (a) PHA-Supplied Utilities: The PHA will pay for only those utilities specified in Part II of the lease agreement. The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

As indicated in Part II of the Lease Agreement, The PHA will provide a Range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, microwaves, washers, dryers, etc. may be installed and operated by Tenant upon the approval of the PHA.

- (b) Tenant-paid Utilities: For utilities that Tenant pays directly to the utility supplier, an allowance for utilities shall be established, appropriate for the size and type of dwelling unit.

The PHA may revise the allowance at any time during the term of the lease, in accordance with HUD regulations, and shall give Tenant 60 days written notice of the revised allowance.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in buildings with multiple dwelling units.

## **VII. Terms and Conditions**

The following terms and conditions of occupancy are made a part of the Lease;

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease including reasonable accommodation of their guest, except that a visit of an overnight guest may not extend beyond two weeks (14 consecutive days) without prior approval of the PHA. Nor may a guest spend more than 30 nights per year without the prior approval of the PHA. For purposes of this Subpart, the term "guest" means a person residing in another leased unit,

but a minor child who is not a member of Tenant's household (where Tenant is a non-custodial parent) is not a guest subject to these restrictions.

With the consent of the PHA, members of the household may engage in legal profit-making activities in the dwelling unit, where the PHA determines that such activities are incidental to the leased unit for residence by members of the household.

- (b)** Ability to comply with Lease terms: If, during the term of the Lease Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid them in comply with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the PHA will assist Tenant, or designated emergency contact, to find more suitable housing and move Tenant from the dwelling unit. If there are emergency contacts who can or will take responsibility for moving Tenant, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this Lease.

At the time of admission all Tenants, must identify the family member(s) or other individuals to be contacted by the PHA if Tenant becomes unable to comply with the terms of this lease.

- (c)** Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount, as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The family composition is to be re-examined at least annually. PHA shall reexamine the income of the family at least annually if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the PHA shall re-examine the income of the family no less than every three (3) years. The PHA shall re-examine the family composition of Tenants choosing flat rent annually.
- (2) Tenant must supply to the PHA, upon PHA request, with accurate information about family composition, age of family members, income and source of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and PHA may terminate the Lease.

All information provided by Tenant must be verified. Tenant agrees to comply with the PHA's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The PHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section.

This information will be used by the PHA to determine Tenant rent, and whether the dwelling unit size is still appropriate for Tenant's needs.

The determination of Tenant payment and unit size will be made in accordance with the Admissions and Continued Occupancy policy, which is available for review and publicly posted in the PHA's Project Office(s). A copy of the policies can be furnished at the request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such periods:

a) For families paying income-based rent:

1. A person with income joins the household or through the addition of a dependent.
2. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. Failure to report within 10 days may result in a retroactive rent charge.
3. The income of Tenant or a member of Tenant's household increases. Income changes to be reported are: All changes in income and all sources of income must be reported to the Housing Authority Office within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.
4. It is found that the Tenant has misrepresented the facts upon which rent is based so that the rent Tenant is paying is less than the rent that he/she she should have been charged. The PHA then may apply as increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. Rent formulas or procedures are changed by Federal law or regulations.

b) For families paying flat rent:

1. If the PHA determines that the family is unable to pay the flat rent because of financial hardship.
  - i. Upon such a determination, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent.

ii. Hardship is defined in Housing Authority's Admissions and Continued Occupancy Policy.

2. If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination of whether to choose income-based or flat rent.
- c) All changes in family composition must be reported to the Housing Authority Office within 10 business days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of the Tenant if the Tenant is a person with disabilities.

- d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment resulting from the situation(s) described above. All notices will state the rent adjustment amount and effective date.
1. In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent and for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
  2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  3. In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the 2nd month following the month in which the PHA notifies the Tenant of the law or regulatory change.
  4. In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, failure to report an increase in income, or family-caused delays, the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- e) Transfers

1. Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PHA shall notify the Tenant in writing. Tenant further agrees to accept a new lease and transfer to a different dwelling unit of the appropriate size or design.
2. The PHA may move a Tenant to another unit if it is determined necessary to allow the PHA to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a verifiable disability of a family member, the PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the PHA may transfer Tenant to another unit with the features requested.
4. A Tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities needs the unit or upon the PHA's request.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given 10 business days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, the PHA may terminate the Lease.
6. The PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.
7. The PHA will consider deconcentration of poverty and income-mixing goals when offering Transfers, including skipping families on the transfer list and offering rent incentives to higher-income families moving into lower-income developments.

f) Grievance Procedure

If the PHA redetermines the amount of rent or the Tenant must transfer to another unit based on family composition, the PHA shall notify Tenant that the Tenant may ask for an explanation stating the specific grounds of the PHA determination, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the PHA grievance procedure.

## **VIII. Authority Obligations**

The PHA shall be obligated:



- (a) To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;
- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards, and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common area, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances including elevators supplied and required to be supplied by the PHA;
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease.
- (g) To supply running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year (according to local customer usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford Tenant the opportunity for a hearing under the PHA's grievance procedure for a grievance concerning a proposed adverse action:
  - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In case of lease termination, a notice of lease termination that complies with Section XIV of this Lease shall constitute adequate notice of proposed adverse action.
  - (2) In the case of a proposed adverse action other than a proposed lease termination, the PHA shall not take the proposed action until the time to request such a hearing has expired and (if a hearing was timely requested) the grievance process has been completed.
- (i) Reasonable Accommodation for Tenants with Disabilities:

PHA must make reasonable accommodations in lease and other policy requirements when requested by a qualified tenant with disabilities. Tenant may request, at any time during the tenancy, reasonable accommodation of a disability of a household member. The concept of reasonable accommodation involves helping a tenant meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

- (j) To not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:
  - (1) Fraud; or
  - (2) Failure to participate in an economic self-sufficiency program; or
  - (3) Failure to participate in a work activities requirement.

The PHA will verify the above circumstances through the local welfare department as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

- a) The expiration of a lifetime on receiving welfare benefits; or
- b) When the family has sought but cannot find employment; or
- c) The family has complied with welfare program requirements but loses welfare benefits because of a durational time limit.

## **IX. Tenant's Obligations**

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit or provide accommodation to boarders or lodgers; and furthermore, not to give accommodation to long term guests (in excess of 14 consecutive days or more than 30 days total within one year) without the advance written consent of the PHA.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the PHA's Occupancy standards, and so long as the PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

- (c) To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this lease. Violation of such regulations constitutes a violation of the Lease.
- (d) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash and keeping the yard free of debris and litter.
- (f) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (g) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appurtenances, including elevators, if any.
- (h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (i) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (j) To act, and cause household members or guests to act in a manner that will:
  - (1) Not disturb other tenants' peaceful enjoyment of their accommodations; and
  - (2) Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition.
- (k) To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement or are no longer residing in the unit.
  - (1) Community service requires that each non-exempt adult tenant shall contribute 8 hours per month of community service (not including political activities) or participate in an economic self-sufficiency program for 8 hours per month.
    - a) Exemption is provided subject to specific requirements as described in the PHA's Admissions and Continued Occupancy policy, upon verification.

- b) Tenant must immediately notify the PHA of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets exemption requirements.
- (2) Noncompliance: The PHA shall determine annually if non-exempt adult tenants are in compliance. This Lease shall not renew and may not be extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.
- (l) To assure that Tenant, any member of the household, or guest, shall not engage in:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other tenants or employees of the PHA, or;
  - (2) Any drug-related criminal activity on or off the premises, or:
- (m) To assure that no member of the Tenant's household engages in any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- (n) Not to have any alcohol outside of Tenant's unit.
- (o) To assure that no other person under the Tenant's control engages in:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by others, tenants, or including employees of the PHA
  - (2) Any drug-related criminal activity on the premises.
  - (3) Not to keep or maintain any vehicle on the premises that is not in operating condition or is without a valid license plate, inspection sticker.
  - (4) Any criminal activity in violation of the proceeding sentences shall be cause for termination of tenancy and for eviction from the unit. (For the purpose of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of controlled substance as defined in Section 102 of the Controlled Substances Act.),
- (p) To pay promptly any utility bills supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (q) To abide by any pet policies established by the PHA and any Pet Agreements that have or will be entered into between Tenant and PHA.

- (r) It shall be considered a prohibited activity for any Tenant, member of Tenant's household or guest, or any other person on the premises under Tenant's control to do any of the following upon Housing Authority property: to intentionally, knowingly, or recklessly carry on or about their person or to display a deadly weapon in connection with a verbal or nonverbal threat or bodily harm; to shoot, throw or otherwise damage any property through the intentional, unintentional, reckless, careless or negligent use of a deadly weapon. (A deadly weapon shall include, but not be limited to, a firearm, club, explosive weapon, knife, knuckles, BB guns, or pellet guns.)

#### **X. Defects hazardous to Life, Health, or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

(a) PHA Responsibilities:

- (1) The PHA shall be responsible for the repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (2) The PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. [The PHA is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.]
- (3) In the event repairs cannot be made by the PHA, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (4) If the PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant; this Lease shall be terminated, and any rent paid will be refunded to Tenant.

(b) Tenant Responsibilities:

- (1) Tenant shall immediately notify the Housing Authority Office of the damage.

#### **XI. Inspections**

- (a) Move-In inspection: The PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The PHA will give Tenant a written statement of the condition

of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the PHA and Tenant, and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the PHA at no charge to Tenant.

- (b) Other Inspections – The PHA will inspect the unit at least annually to check for needed maintenance; Tenant housekeeping; other lease compliance matters. Tenant will receive a written statement of charges, if any, for PHA repairs or removal of non-approved alterations to the unit.
- (c) Move-Out Inspection – The PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection unless Tenant vacates without notice to the PHA.

## **XII. Entry of Premises During Tenancy**

### **(a) Tenant Responsibilities**

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter Tenant's dwelling during reasonable business hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Tenant calls to request maintenance on the unit, Tenant's request for the work shall be construed as authorization to enter the unit during regular business hours in order to complete the repair.

### **(b) PHA's Responsibilities**

- (1) The PHA shall give Tenant at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times.
- (2) The PHA may enter Tenant's dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

## **XIII. Notice Procedures**

- (a) Tenant Responsibility – Any notice to PHA must be in writing, delivered to the Housing Authority Office, or sent by prepaid first-class mail, properly addressed.

- (b) PHA Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in accessible format.

#### **XIV. Termination of Lease**

In terminating the Lease, the following will apply:

- (a) This Lease may be terminated only for:
  - (1) Serious or repeated violation of material terms of the Lease, such as the following:
    - a) Failure to make payments due under the Lease;
    - b) Failure to fulfill Tenant's obligations as described in Article IX above.
  - (2) Other good cause. Other good cause includes, but is not limited to the following:
    - a) Criminal activity or alcohol abuse. (See special provisions below dealing with evictions for criminal activity or alcohol abuse.)
    - b) Discovery, after admission, of facts that made the Tenant ineligible;
    - c) Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with re-examination of income;
    - d) Failure of an adult tenant, who is not exempt, to comply with any Community Service Activities or Self-Sufficiency Work Activities as established by the PHA; provided, however, that this failure shall not be a grounds for eviction or termination of the initial twelve (12) month lease term of this Lease, but shall be grounds for non-renewal of the Lease at the end of the twelve (12) month lease term. Otherwise, the Lease shall be automatically renewed.
    - e) Failure to accept the PHA's offer of Lease revision to an existing Lease that is on form adopted by the PHA in accordance with the Code of Federal Regulations where the Tenant has received written notice of the offer of revision at least sixty (60) calendar days before Lease revision is scheduled to take effect and where the offer specifies a reasonable time limit within that period for the acceptance by the Tenant.
- (b) The procedure for the termination of a Lease shall be as follows:

- (1) The PHA shall give written notice of the proposed termination of Lease of:
  - a) Fourteen (14) days in the case of failure to pay rent;
  - b) A reasonable time in considering the seriousness of the situation (but not to exceed 30 days):
    1. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatening; or
    2. If any member of the household has engaged in any drug related criminal activity or violent criminal activity; or
    3. If any member of the household has been convicted of a felony;
  - c) Thirty (30) days in any other case, except that if a state or local law allows a shorter notice, such shorter period shall apply.
- (2) The notice of termination that is given shall comply with the following:
  - a) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and to Tenant's right, in accordance with the Code of Federal Regulations, to examine PHA documents directly relevant to the termination or eviction.
  - b) When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PHA's grievance procedures. In the event Tenant is entitled to a grievance hearing, the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
  - c) Any notice to vacate (or quit) which is required by state or local law may be combined with, or run concurrently, with the notice of lease termination under this section. The notice to vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney fees.
  - d) When the PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from PHA grievance procedure, the notice of lease termination shall:
    1. State the Tenant is not entitled to a grievance hearing on the termination;



2. Specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
  3. State whether the eviction is for a criminal activity that threatens the health or safety of tenants or staff for drug-related criminal activity.
- e) The PHA may evict a Tenant from the unit either by bringing a court action; or as an alternative, the PHA may evict by bringing an administrative action if the law of Arkansas is changed to permit eviction by administrative action, after a due process administrative hearing and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the PHA must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. The hearing notice will advise persons with disabilities of their rights to request reasonable accommodation.
- (c) Notwithstanding any other provisions above to the contrary, when evicting a Tenant in connection with criminal activity or alcohol abuse, the following provisions shall apply:
- (1) The PHA must immediately terminate the tenancy if the PHA determines that any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
  - (2) Drug-related criminal activity engaged in on or off the premises by any Tenant, member of the Tenant's household or guest and any such activity engaged in on the premises by another person under the Tenant's control (the above-named persons are sometimes hereinafter referred to as "Covered Person"), is grounds for the PHA to terminate tenancy. In this regard, the PHA may evict a family when the PHA determines that a household member is illegally using a drug or when the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
  - (3) Any criminal activity by a Tenant or Covered Person, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants (including PHA management staff residing on the premises), or threatens the health, safety, or right to peaceful enjoyment of their residences by persons in the immediate vicinity of the premises is grounds for termination of tenancy.
  - (4) The PHA may terminate the tenancy if a Tenant is 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 in the

case of the State of New Jersey, is a high misdemeanor; or if the Tenant is violating a condition of probation or parole imposed under federal or state law.

- (5) The PHA may evict the Tenant by judicial notice for criminal activity in accordance with this section if the PHA determines that the Covered Person has engaged in the criminal activity regardless of whether the Covered Person has been arrested or convicted for such activity without satisfying the standard approved use for a criminal conviction.
- (6) When the PHA evicts an individual or family for criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.
- (7) If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA must notify the household of the Tenant of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before a PHA grievance hearing or court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in a grievance hearing or court trial.
- (8) The PHA may evict a Tenant if it determines that Tenant or a household member of Tenant has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- (9) In deciding to evict for criminal activity, except for conviction for manufacturing or producing methamphetamine on the premises, the PHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engage in the proscribed activity will neither reside in nor visit the unit. The PHA may require a family member who has engaged in the illegal drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

#### **XV. Waiver**

No delay or failure by the PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

**ATTACHED HERETO AS EXHIBIT "A" IS A LEAD PAINT DISCLOSURE TO BE SIGNED BY TENANT.**

FAYETTEVILLE HOUSING AUTHORITY

BY: \_\_\_\_\_  
(Signature of PHA Representative)

TENANT

\_\_\_\_\_  
(Signature of Head of Household)

\_\_\_\_\_  
(Signature of Spouse or Co-Head)



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)





**PART II OF THE RESIDENTIAL LEASE AGREEMENT**

ACCOUNT NO.	PROJECT NO.	NO. OF BEDROOMS

**THIS Part II of the Residential Lease Agreement is made a part of the Residential Lease Agreement and incorporated therein by reference and becomes effective on the date set forth in the Residential Lease Agreement.**

- 1. Unit:** The PHA, relying upon the representations of Tenant as to Tenant’s income, household composition, and housing need; leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling is located at: \_\_\_\_\_  
**in the City of Fayetteville, Washington County, Arkansas**

**(And hereinafter called the “premises”) to be occupied exclusively as a private residence by Tenant and household.**

- 2. Household Composition:** The Tenant’s household is composed of the individuals listed below. Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household **over age 18** shall execute the lease.

NAME	RELATIONSHIP	AGE	BIRTHDATE	SOCIAL SECURITY #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

- 3. Term:** The term of this lease shall be twelve calendar months, beginning on \_\_\_\_\_. This Lease will renew automatically for 12-month terms, as stipulated in Part I of the Lease.

**4. Rent:**

- Tenant chooses to pay flat rent. Initial rent (prorated for partial month) shall be \$\_\_\_\_\_.
- Tenant chooses to pay income-based rent. Initial rent (prorated for partial month if applicable) shall be \$\_\_\_\_\_.
- Tenant shall receive the benefit of a utility reimbursement (for partial month) in the amount of \$\_\_\_\_\_ paid to the utility.

Thereafter, rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month and shall be delinquent after the 5<sup>th</sup> day of said month. A utility reimbursement of \$ \_\_\_\_ shall be paid to the gas utility supplier and \$ \_\_\_\_\_ shall be paid to the electric utility supplier by the PHA for the Tenant.

- 5. **The following utilities will be furnished by the PHA** as part of the rent for the premises: WATER, SEWER, and TRASH COLLECTION. All other utilities, including electricity and gas, shall be the responsibility of Tenant.

**The following appliances will be furnished by the PHA** for the premises:  
Stove & Refrigerator

- 6. **Utility Allowances: Tenant-Paid Utilities**  
The PHA shall pay the appropriate gas and electric allowance directly to the gas and electric company each month. Any amounts over the allowance shall be billed directly to the tenant.

- 7. **Security Deposit:** Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. See Part I of this lease for information on the treatment of the Security Deposit. (If Tenant has signed, or in the future signs, an Animal Agreement, this amount is in addition to any pet deposit required.)

- 8. **Execution:** By Tenant’s signature below, Tenant and household agree to the terms and conditions of parts I and II of this lease and all additional documents made a part of the lease by reference.

- 9. **Termination of Lease:** Tenant may terminate lease by providing to the PHA a 30-day written notice.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

FAYETTEVILLE HOUSING AUTHORITY

BY: \_\_\_\_\_  
(Signature of PHA Representative)

TENANT

\_\_\_\_\_  
Head of Household

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

\_\_\_\_\_  
Spouse or Co-Head

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

\_\_\_\_\_  
Other Adult

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



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)

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## RULES & REGULATIONS

READ YOUR LEASE VERY CAREFULLY AND THEN PUT IT AWAY FOR SAFEKEEPING

### THE TENANT AGREES AS FOLLOWS:

Tenant is responsible for all “tenant abuse charges.” If Tenant or any member of their family or guests causes any damages beyond normal wear and tear, Tenant will be charged for them.

Rent is due on the first working day of each month. Rent not paid by the fifth calendar day of each month is considered delinquent and will be handled accordingly. Non-payment of rent or other financial obligations beyond the grace period will institute grounds for termination of the lease agreement.

**Conduct:** Repeated minor violations which disrupt the living conditions of the project or interfere with the right of other tenant’s peaceful enjoyment of the property, endanger the health and safety of any person, or have any adverse effect on the project will not be tolerated. Tenant must not disturb their neighbors with unreasonable noise. Management defines “unreasonable noise” as loud, frequent, repetitive, or continuous noise from animals, horns, sirens (other than emergency equipment), musical instruments, sound amplifiers, loud voices, television, and stereos. This list is not inclusive.

**Income:** All income must be reported. Any changes in income or family size must be reported. Failure to do this may result in eviction. There are yearly reassessments when income must be stated again, as well as special re-examinations that can be called by the Housing Authority.

**Overnight guest:** If Tenant has anyone stay over three nights, Tenant needs to report this to the Housing Authority. Tenant may have an overnight guest for up to **two weeks per year**; after this, Tenant must have special permission from the Housing Authority. Tenant must not move anyone in with them unless Tenant has written permission from the Housing Authority, and they have been screened and approved to live in the unit.

Tenant **must not** sublet their apartment. No one may live in the unit except those on the lease.

**Animals:** Animals are allowed **ONLY** when the tenant has met the Animal Policy provisions and paid a \$200.00 pet deposit or the first installment of \$50.00 received on the tenant’s account (if applicable, see Animal Policy for exemptions). This includes watching other people’s animals.

**No parking on the grass.** A **\$25.00** fee will incur if Tenant or their guest is caught parking on the grass.

**No water beds** are allowed in their apartment.

**Maintenance Requests:** If the apartment is damaged or if Tenant needs any maintenance repairs, call the office at 521-3850. The Housing Authority manages an on-call operator day and night. If an emergency arises (such as pipes leaking, gas leaking, electricity sparking, etc.) call the Housing Authority immediately.

**Drains/Plumbing:** **Do not** put food scraps, grease, or drain cleaners into the drains. **Do not** flush feminine products, diapers, wipes, etc. down the toilet. If any damage is caused by the entry of one or more of these items into the drainage or waste pipes of the Leased Premises, it shall be Tenant’s responsibility to pay the plumbing expenses incurred.

**No loitering** on Fayetteville Housing property. This includes hanging out in yards.

**Smoke Detectors:** Smoke detectors are installed for your safety. They are sensitive. Please be careful not to burn food near the detectors. Tampering with any detector is a violation of the Lease Agreement and will be grounds for termination. **Do not** alter smoke detectors in any way. **Do not** take them down or unplug them. If they chirp, call the Housing Authority for a new battery. **Altering them or taking them down will result in a \$25.00 charge.**

**Pest Control:** Each month (the second Tuesday and Wednesday of the month) FHA treats the apartments for bugs, especially roaches. Do not leave food out on cabinets or stove. Also, empty trash nightly and do not leave it outside the door. This creates a health hazard since it draws mice, rats, and dogs into the area. Tenant is required to notify the Housing Authority immediately upon the presence of any pest infestation. If Tenant is found to have a roach problem, Tenant will be required to be ready on special spray day as well as regular spray day.

**Bed bugs** are to be reported immediately. Tenant must follow the treatment protocol 100%. If Tenant fails to do so, this will result in the automatic termination of the lease agreement.

Tenant is required to keep the apartment and yard/balcony/porch/patio area clean and in good condition. We ask that you do not place brooms or mops standing for everyone to see outdoors. Indoor furniture such as sofas, recliners, kitchen chairs, kitchen baker's racks, or kitchen tables may not be placed outside the apartment. Only patio-type furniture is allowed. The yard area is to be kept clean and free of debris and glass. Tenant is responsible for trash, including cigarette butts, in the common area around their apartment. FHA reserves the right to require Tenant to remove any excessive or unauthorized items.

**Do not** paint the inside of the apartment, install ceiling fans, add or change deadbolts on the doors, change fixtures, or build rooms. Any other alteration to the apartment may not be made without written approval from the Housing Authority.

**Trash:** All garbage, trash, and rubbish must be placed in a suitable, substantial, non-leaking trash bag or container and placed inside the dumpster or according to instructions from FHA. If trash is placed outside the door and it leaks, staining the concrete, Tenant is responsible for the removal of the stains. All boxes must be broken down and **absolutely no furniture, tires, oil, paint, poison, etc.** may be placed in or around the dumpster(s). Tenant is responsible for the disposal of these unauthorized items. If the Housing authority does it, Tenant will be charged, and a notice of lease violation will be issued. Do not park in front of or block dumpster(s)

No air conditioners are permitted to be installed in bedrooms where there is only one window. Blocking windows within the apartment with furniture or any other type of object is prohibited.

**Washer and Dryer Hook-Ups:** If the apartment has a washer and dryer hookups. Tenant is responsible for any damage to property due to malfunction of appliances.

**Utilities:** Excess utilities shall be paid directly to that utility company. The amount paid in their name monthly, by the Housing Authority, will be: Electric \$\_\_\_\_\_ Gas \$\_\_\_\_\_.

The disconnection of utilities supplied to Tenant by direct connection from a utility company is considered a serious violation of the lease in that it threatens the health and safety of the occupant of the premises as well as other residents of the Housing Authority, and it can be a threat to the property of the Housing Authority and consequently to employees of the Housing Authority. Therefore, if a utility is Tenant's responsibility, Tenant is always required to have it connected to their premises and to avoid disconnection of such utilities, or else Tenant will face termination of lease agreement.

**Snow/Ice:** In the event of snow and/or ice, FHA office will be closed to the public. Tenants need to take appropriate precautions when walking or driving within the apartment community. If a tenant should wish to remove snow and ice at their apartment, it is the full responsibility of the Tenant. Tenants are responsible for their own safety and that of



their guests. Calcium chloride (ice melt) is recommended for de-icing as salt can be harmful to the property and is therefore not allowed.

**Move-out:** Tenant should give the Housing Authority a minimum written notice of thirty days when Tenant intends to move out. Security Deposit will be returned if the apartment is clean and there are no other charges accessed upon move-out inspection. **\*PLEASE NOTE:** if Tenant does not leave the apartment clean, and cleaning charges are accessed, FHA **will** seek all legal remedies to pursue collection. FHA **does** go to the Department of Finance and Administration (DFA) and we will seize Tenant's State and/or Federal Tax Returns.

Failure to comply with the aforementioned policies will result in the issuance of a notice of violation and may be grounds for termination of their lease agreement.

**I HAVE READ, UNDERSTAND, AND RECEIVED A COPY OF THE RULES AND REGULATIONS.**

_____	_____
Head of Household	Date
_____	_____
Co-Head	Date
_____	_____
Other Adult Member	Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)





LIST OF MINIMUM TENANT CHARGES - Housing Authority of the City of Fayetteville

<b>Refrigerator Repairs</b>	<b>Charge (\$)</b>	<b>Qt</b>
Support Racks	39	
Vegetable Tray	55	
Vegetable Tray Top	58	
Defrost Timer Control	85	
Door Gasket	151	
Refrigerator Drip Pan	40	
Food Shelf Rack	30	
New Refrigerator	615	
<b>Range Repairs</b>	<b>Charge (\$)</b>	<b>Qt</b>
Broiler Pan	41	
Single Grate	46	
Oven Control Knob	21	
Oven Control	162	
Oven Rack	41	
Oven Door Handle	86	
Burner Head	40	
Burner Drip Pan: Small	18	
Burner Drip Pan: Large	21	
Stopped-up Drain	25	
New Range (Cook Stove)	739	
<b>Re-screen Door</b>	<b>Charge (\$)</b>	<b>Qt</b>
One-half Door	105	
Replace Door	210	
Screen Door Latch	35	
Screen Door Spring	15	
<b>Windows</b>	<b>Charge (\$)</b>	<b>Qt</b>
New Screen & Frame	200	
Re-screen: 1/2 or small panel	75	
Re-screen: 2+ panels	150	
New Screen (Security): HR	200	

<b>Windows (cont)</b>	<b>Charge (\$)</b>	<b>Qt</b>
Blinds	20	
Panes: Glass	215	
Frame & Panel	223	
<b>Door Locks</b>	<b>Charge (\$)</b>	<b>Qt</b>
New: HR	<b>175</b>	
New: Willow & Lewis	<b>125</b>	
New: Morgan Manor	<b>170</b>	
Bathroom	<b>25</b>	
Passage	<b>20</b>	
Mailbox	<b>30</b>	
Mailbox: Front/Flaps	<b>75</b>	
Keys	<b>4</b>	
<b>Bathroom &amp; Kitchen Acc</b>	<b>Charge (\$)</b>	<b>Qt</b>
Stopper: Bathtub/Lavatory	6	
Stopper: Kitchen	15	
Sink Basket Strainer	30	
Towel Rack	31	
Tissue Holder	18	
Tissue Holder: Roller	20	
Toilet Tank Lid	76	
New Toilet: Complete Tank	120	
New Toilet: Seat	49	
Kitchen Faucet, New	162	
Lavatory Faucet, New	166	
Kitchen Sink, New	173	
Lavatory, New	136	
Bathroom Vanity: Morgan	199	
Bathtub, New (Surround)	450	
Shower Control Kit	172	
<b>New Flooring</b>	<b>Charge (\$)</b>	<b>Qt</b>
Highrise: Large apt	700	
Highrise: Small apt	605	
<b>Electrical Items</b>	<b>Charge (\$)</b>	<b>Qt</b>
Cover Plate	4	
Glass Light Fixtures	32	
Bathroom Fixture: Globes	25	

<b>Elect. Items (Cont)</b>	<b>Charge (\$)</b>	<b>Qt</b>
Room Heater Thermostat	80	
Fluorescent Lightbulb	23	
Kitchen Light Fixture: Willow & Lewis	60	
Kitchen Light Fixture: Morgan	60	
Kitchen Light Fixture: HR	85	
Small Light Fixtures	42	
Ceiling Fan	160	
Ceiling Fan: Pull cord speed control	70	
<b>Cleaning</b>	<b>Charge (\$)</b>	<b>Qt</b>
Highrise: Studio	100	
Highrise: 1 Br	120	
1 Br: Morgan, Willow, Lewis	180	
Morgan Manor: 2 Br	200	
Morgan Manor: 3 Br	225	
Morgan Manor: 4 Br	300	
Lewis: 2 Br	195	
Lewis: 3 Br	225	
2 Levels: 2 Br	225	
2 Levels: 3 Br	250	
<b>Miscellaneous</b>	<b>Charge (\$)</b>	<b>Qt</b>
Lock-out after office hours	45	
Re-hang Smoke Detector	50	
New Smoke Detector	100	
Bag of trash	20	
New Security Exterior Door Jam	120	
Re-trim Door	58	
New Interior Door	125	
New Exterior Door	300	
Parking on Grass/Driving through Complex	58	
Hauling Fee	80	
Hauling Fee: Appliances, per load	100	

<b>Misc (Cont)</b>	<b>Charge (\$)</b>	<b>Qt</b>
Kiltzing	65	
Nail Holes	65	
All Maint. Labor, per Hour	35	

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Member

\_\_\_\_\_  
Date

## Reporting Interim Changes

The Fayetteville Housing Authority Policies state that any changes, either in income or household composition (change in family members), must be reported promptly to the Housing Authority.

If this situation should arise during the contract year, I agree to contact the Housing Authority with any change in information. I realize that failure to do so could result in termination of contract, lifetime loss of the Housing Authority programs, repayment of rent, and possible fraud charges under state and federal law.

I understand the above statement. The information given to the Fayetteville Housing Authority to complete the necessary contract and lease is true and correct. I understand giving false statements to the Housing Authority is a violation of federal law.

\_\_\_\_\_

Head of Household

\_\_\_\_\_

Date

\_\_\_\_\_

Co-Head

\_\_\_\_\_

Date

\_\_\_\_\_

Other Adult Member

\_\_\_\_\_

Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



## Tenant Certification

I/We certify that the information given to the Fayetteville Housing Authority on household composition, income, net family assets, and allowances & deductions is accurate and complete to the best of my knowledge and belief. I/We understand that false statements or information are punishable by Federal Law. I/We understand that false statements or information are grounds for termination of tenancy. I/We hereby authorize the Fayetteville Housing Authority and its staff to contact agencies, offices, groups, or organizations to obtain any information or materials which are deemed necessary to complete or verify for my continued occupancy.

Head of Household	Date
Co-Head	Date
Other Adult Member	Date



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## FAYETTEVILLE HOUSING AUTHORITY COMMUNITY SERVICE POLICY

Under Section 12 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (the Reform Act), every nonexempt resident of public housing must fulfill a community service requirement.

The community service requirement applies to all adult residents of public housing except exempt individuals. To fulfill the community service requirement nonexempt adult residents must spend an average of 8 hours a month doing one or a combination of the following:

1. Engaging in community service activities.
2. Participation in an economic Self-sufficiency program:
  - a. An economic self-sufficiency program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families.

Exemptions to the requirement to perform community service include adult family members in any of the following categories:

1. Elderly persons (62 years old).
2. Individuals who are blind or disabled, as defined under the law, and who certify that they are, as a result of their blindness or disability, unable to comply with the requirement/
3. Primary caretakers of blind or disabled individuals.
4. Individuals who are engaged in work activities, which include:
  - a. Unsubsidized employment of at least 20 hours a week.
  - b. Subsidized private-sector employment of at least 20 hours a week.
  - c. Subsidized public-sector employment of at least 20 hours a week.
  - d. Work experience (including work associated with refurbishing publicly assisted Housing) if sufficient private-sector employment is not available.
  - e. On-the-job training.
  - f. Job search and job readiness assistance.
  - g. Community service programs.
  - h. Vocational educational training (not to exceed 12 months with respect to any individual).
  - i. Job skills training directly related to employment.
  - j. Education directly related to employment (if the individual has not received a high school diploma or a high school equivalency certificate).
  - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalency.
  - l. The provision of childcare services to an individual participating in a community service program.
5. Individuals exempted from work activities by a state program funded under the Social Security Act or by any other state welfare program.
6. Individuals receiving assistance who have not been found to be in noncompliance with state of TANF requirements.
7. Certified as exempt from work activities under a State Program as stated by the Social Security Act or any other welfare state program.
8. Members of a family receiving benefits from a State Welfare Program in compliance with the program's regulations.
9. Families receiving SNAP and in compliance with the program.

**Noncompliance**

Violation of the community service requirement is grounds for non-renewal of the lease at the end of the 12-month lease term. If the PHA determines that a family member has failed to fulfill the community service requirement, the PHA must notify the tenant. The notice must briefly describe the noncompliance, and state that the PHA will not renew the tenant’s lease at the end of the 12-month lease term unless:

- a. The tenant and any noncompliant family members enter into a written agreement with the PHA to cure the noncompliance and do, in fact, cure the noncompliance.
- b. The family provides written assurance satisfactory to the PHA that the noncompliant family member no longer resides in the unit.

Tenant may request a grievance hearing on the PHA’s determination and may exercise any available judicial remedy to seek redress for the nonrenewal of the lease because of the determination.

**COMMUNITY SERVICE  
COMPLIANCE CERTIFICATION  
For Non-Exempt Individuals**

I/We have received a copy of, have read, and understand the contents of the Authority’s Community Service/Self-Sufficiency Policy.

I/We understand this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and if we do not comply with this requirement, our lease will not be renewed. I understand I am required to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. My signature below certifies I received notice of this requirement at the time of initial program participation.

Head of Household	Date
-------------------	------

Co-Head	Date
---------	------

Other Adult Member	Date
--------------------	------



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)

## Community Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- I am 62 or older
- I receive Supplemental Security Income (SSI) or Social Security Disability (SSD) benefits for a disability recognized by the Social Security Administration (SSA) and, because of such disability, I cannot perform voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency or increase resident self-responsibility in the community.
- I am the primary caretaker of a person who satisfies the above criteria and:
- I am working 20 hours or more a week (*Employment Verification form will serve as documentation*)
- I am a full-time student (*Must provide verification from school of full-time status*).
- I am participating in a Welfare to Work Program (*Must provide verification letter from agency*).
- I am receiving TANF and am participating in a required economic self-sufficiency program or work activity.
- I am a member of a family receiving benefits from a State Welfare Program in compliance with the program's regulations.
- I am a member family receiving SNAP and in compliance with the program.

(Must provide verification from the funding agency that you are complying with job training or work requirements. A certification form must be signed by each adult member of the household).

Resident

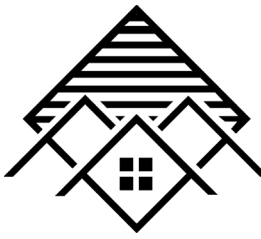
Date

Address



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)





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

**Lead Warning Statement**

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

**Lessor's Disclosure**

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

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

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

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

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

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

**Lessee's Acknowledgment (initial)**

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date



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## **Fayetteville Housing Authority**

### **Policies on Discrimination in Housing and Sexual Harassment**

#### **Fair Housing**

It is the policy of the Fayetteville Housing Authority (FHA) to comply with the Fair Housing Act and any regulations pertaining thereto. In this regard, the FHA will not engage in unlawful discriminatory housing practices because of race, color, religion, sex, national origin, handicap, or familial status.

#### **Sexual Harassment**

The FHA will not tolerate harassment, sexual or otherwise, against any tenant or a tenant's family members by an employee of the FHA. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct or written communications of a sexual nature, regardless of where such conduct might occur.

#### **Reporting**

Any complaint of prohibited discrimination, harassment, or sexual harassment should be reported to the Executive Director or to the Public Housing Manager at the FHA office located at #1 North School, Fayetteville, Arkansas, or by telephoning them at the FHA office at 479-521-3850.

Any person who believes they have been subject to a crime, including but not limited to assault, battery, or sexual assault should contact the Fayetteville Police Department.

#### **Investigation**

All complaints shall be investigated by the FHA management. The investigation shall be appropriate to the complaint, taking into consideration its seriousness, the extent to which it is or can be substantiated, and the nature of the resolution desired by the complainant. The investigation shall include interviewing the complainant and the person accused. After investigation, the FHA shall attempt an informal settlement of the complaint in accordance with the FHA grievance procedure posted at the FHA office; provided, however, if the complainant does not wish to personally appear in the informal settlement conference with the accused person, the FHA person conducting the investigation shall meet separately. The procedure under the grievance procedure shall be followed and, in the event, either party is not satisfied with the decision, they shall have the right to obtain a formal hearing in accordance with the FHA grievance procedure.

#### **Disclosure**

To the extent possible, the matter complained of will be kept confidential and shall be disclosed only to the immediate parties. However, any complainant should understand that some disclosure may become necessary.

**Disciplinary Action**

A written report of the resolution shall be made both to the person alleged and the complainant; however, the details of any discipline against an FHA employee may or may not be disclosed, depending upon the circumstances. The resolution of the complaint may include discipline against the FHA employee, including dismissal. If substantiated, a written report of the complaint shall be kept in the file of the FHA employee. Notwithstanding anything above to the contrary, employees of FHA acknowledge that they are employees at will and may be discharged with or without cause.

**Retaliation**

No retaliation shall be taken against any tenant because of the filing of any complaint. Such retaliation may be a violation of federal law. In the event a complainant feels that there has been retaliation, it shall be reported as set forth above.

**Other Remedies**

Nothing contained herein shall preclude any complainant from any other remedies that they may have under any local, state, or federal laws or regulations pertaining to the Fair Housing laws, discrimination, or sexual harassment, including the right to contact the Department of Housing and Urban Development at (501) 324-5931 or it's Fair Housing Division at (501) 324-6296. Provided, however, nothing contained herein is intended to make the FHA subject to any local, state, or federal laws to which it is not otherwise subject.

I do hereby agree that I have a copy of the Fayetteville Housing Authority's policy on Discrimination and Sexual Harassment.

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse/Co-Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



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## Animal Policy & Agreement

Tenants will not be denied housing in Public Housing because they own an animal and meet the regulations of the Housing Authority (HA) concerning Animal Ownership.

Tenants may have a common household animal; "Common animal" means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in a home for pleasure rather than for commercial purposes. A common household animal does not include reptiles. These standards do not apply to service or assistance/companion animals (hereafter referred to as assistance animals).

Local law requires that animals be inoculated for rabies when they are six months of age or older. Tenants must once a year at their scheduled re-exam provide written certification by a licensed veterinarian or state or local authority that their animal has been vaccinated for rabies.

Tenants must supply HA with the name address, and phone number of one or more responsible parties who will care for the animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the animal.

Local law requires all four-legged animals to be kept on a leash when outside. HA will not allow outside doghouses or pens. Animals must always be kept on a leash when not in apartments and Hillcrest Towers Tenants' animals may not be in the front lobby area unless entering or leaving the building. This does not apply to assistance animals if a leash would hinder the animal's assistive function.

**Tenants may own a maximum of 2 animals, only 1 of which may be a dog. Their size may not be over 20 pounds when fully grown.** Birds are limited to one and must be kept in cages and cleaned out at least twice weekly. Aquariums are allowed up to 10 gallons. These standards do not apply to assistance animals.

**Pet Deposits shall be required (assistance animals excluded):**

**Dog and Cats--\$200.00** (\$50.00 Initial Deposit & the remainder at \$50.00 per month until paid in full.)

**Fish and Birds--\$10.00**

- Tenant's failure to remove animal waste will constitute the right for the Housing Authority to remove the waste and charge the tenant \$10.00 per occurrence.
- Tenants must practice sanitary standards when disposing of animal waste. Tenants with litter boxes must keep the litter box clean and sanitary.
- Dogs and cats must be spayed or neutered.
- Animals will be kept free from fleas, ticks, or other vermin.
- Visitor's animals, except for essential for handicapped persons, will not be allowed in the project.
- Animals may not disturb other Tenants by barking, scratching, whining, or other unusual noises or threatening behavior.
- Animals may not be left unattended in apartments for more than eight hours.
- Failure to comply with the terms of this agreement will result in the permanent removal of the animal or termination of tenancy.
- Dogs of the pit bull, rottweiler, chow, or boxer breeds are prohibited. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations are prohibited. Any animal not permitted under state or local law or code. These standards do not apply to assistance animals.

## Animal Policy & Agreement

A Deposit of \$\_\_\_\_\_ is hereby acknowledged. Said deposit will be held, without interest, against the possibility of damage caused by my pet or my failure to clean up after it. The animal is specifically described as:

Animal #1: \_\_\_\_\_

Animal #2: \_\_\_\_\_

The animal(s) will be kept at my address, \_\_\_\_\_,  
Fayetteville, AR 72701, and it is understood the animal must be kept in my exclusive care.

I further agree that I will abide by the following rules and regulations. Failure to do so will result in the termination of my tenancy or the immediate removal of my animal.

1. My animal(s) has been examined by a licensed Veterinarian and/or certified animal shop and has been pronounced healthy in that the animal has no disease that could prove harmful to me or other persons occupying the building or grounds.

Veterinarian \_\_\_\_\_ Cert.# \_\_\_\_\_

Date of Exam \_\_\_\_\_ Lic. # \_\_\_\_\_

Date Neutered \_\_\_\_\_ Vet. \_\_\_\_\_

I will re-submit this information annually to provide continued assurance of the animal's health.

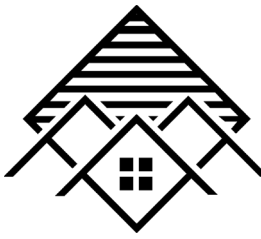
2. I agree it is my exclusive responsibility to clean up after my animal. The animal will not be allowed to use common areas of the grounds as bathroom areas and should an accident occur, it will be my responsibility to clean it up.
3. In the event I become unable to care for my animal, I agree to find another suitable home for the animal's care within five days or relinquish my animal to local Animal Control personnel.
4. I understand my animal is not to be outside the confines of my unit unless it is restrained by a leash and it is under my constant control. This does not apply to assistance animals if a leash would hinder the animal's assistive function.
5. I will not allow my animal to create such noise as will interfere with other Tenants' rights to the peaceful enjoyment of their homes.
6. I certify that my animal is housebroken and/or paper trained \_\_\_\_\_ (initial).
7. During any maintenance repairs or inspections, the animal owner will be required to be present to control the animal.
8. The Fayetteville Housing Authority understands that in accordance with Regulations with HUD, we cannot force animal owners to acquire a liability policy. However, it is advisable since the animal owner will be held responsible should the animal cause harm or threaten harm to anyone, the unit, or the property.

\_\_\_\_\_  
Signature of Animal Owner

\_\_\_\_\_  
Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



### Pet Deposit Payment Agreement

Tenant name(s): \_\_\_\_\_

Address of unit: \_\_\_\_\_

Tenant(s) and Fayetteville Housing Authority do hereby agree to enter into a Pet Deposit payment schedule so that the tenant can pay in full the Pet Deposit balance. The landlord agrees not to take any eviction action as long as the tenant complies with this payment plan. Failure to make any payment by any amount is considered a material violation of the rental agreement and failure to remedy any notice already received is grounds for further action as permitted by law. Both parties have a copy of this agreement.

Total amount to be paid: **\$200 (in addition to monthly rent due)**

<u>Date Due</u>	<u>Amount Due</u>	<u>Date Paid</u>	<u>Balance Owed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date



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## Property & Casualty Insurance Statement Regarding Tenant's Personal Property

This statement given the date set forth herein below by the undersigned (hereafter "Tenant") to the Housing Authority of the City of Fayetteville, Arkansas (hereafter "Landlord"). Tenant hereby acknowledges that Tenant is currently a tenant with the Landlord under a written lease agreement. Tenant acknowledges that in certain duties to maintain the leased premises; however, Tenant also acknowledges that in certain situations conditions may exist to the leased premises which may not be the fault or responsibility of Tenant. In those instances, Landlord is not responsible for damage to Tenant's personal property.

Tenant acknowledges that it is not Landlord's responsibility to carry property and casualty insurance on Tenant's personal property, and Tenant acknowledges that if Tenants want personal property and casualty insurance to cover damages to Tenant's property, it is Tenant's responsibility to obtain such.

Notwithstanding anything above to the contrary, Tenant acknowledges and agrees that even though Landlord may choose to repair or replace damage to Tenant's personal property, in doing so, Tenant acknowledges that Landlord does not waive any rights to deny such responsibility.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date



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1 N. School Ave., Fayetteville, AR 72701-5928  
479.521.3850 | FAX: 479.442.6771 | TDDY: 1.800.285.1121  
[www.fayettevillehousingauthority.org](http://www.fayettevillehousingauthority.org)

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## Additional Adult Certification

The Fayetteville Housing Authority Policies state that no adult person(s) other than those listed on the lease and application shall live/stay in the unit other than on a temporary basis and/or not exceeding two weeks. This is to ensure that Gross Family Contribution is accurately based on the total monthly gross income of that household unit.

If this situation should arise during the term of the lease, I agree to contact the Housing Authority with additional information. I realize that failure to do this could result in termination of tenancy, lifetime loss of the Housing Authority programs, repayment of the rent, and possible theft and/or fraud charges under state and federal law.

I understand the above statement. There is no other adult living/staying in the unit now other than those whose name is on the application and lease. I agree to notify the Housing Authority if this should change.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date



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## Smoke Alarm Procedure

The Fayetteville Housing Authority places into effect the following procedure on the correct usage and maintenance of your smoke alarm. Having a defective, down, or non-working smoke detector is a Health and Safety Violation. If you have any problem with your smoke detector (low battery, etc.), please call the office to place a work order. Residents, household members, or guests are not to remove, unplug or take out the battery of the unit's smoke detector for any reason at any time.

If your unit is found to have a down or disabled smoke detector you will be charged \$25.00 each time. If the smoke detector must be replaced because of tampering, you will be charged \$45.00. If you are found to have a down, missing, or disabled smoke detector you will receive a strike. After two strikes, you will be issued an eviction notice for the third strike.

I understand the smoke alarm procedure issued and enacted by the Fayetteville Housing Authority and agree to abide by this.

Head of Household Signature	Date
Co-Head of Household Signature	Date
Other Adult Signature	Date
Housing Authority Representative	Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



## Housekeeping Procedure

HUD has established housekeeping and cleanliness requirements so that each apartment meets health and safety standards. Please make sure you take the cleanliness of your apartment seriously. The lease agreement you signed states:

**IX. Tenant’s Obligations:**

- (d) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of tenant and household.
- (e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.
- (f) To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner only in containers approved by the PHA. To refrain from, and cause members of Tenant’s household or guest to refrain from leaving trash and debris in common areas.

**The Fayetteville Housing Authority places into effect the following procedures for housekeeping:**

1. If your unit is found not meeting the housekeeping standards above, you will receive your first housekeeping warning. You will also receive three dates for your unit to be inspected.
2. If you pass all three inspections and are found to be in violation a second time, you will be put on a weekly inspection.
3. If your unit fails Housekeeping standards three times, your tenancy will be terminated.

I have read and agree to abide by the Fayetteville Housing Authority’s Housekeeping Procedure.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date



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## **Smoke-Free Housing Policy**

### **24 CFR Parts 965 and 966**

#### **1. Department of Housing and Urban Development Rule.**

On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke-free policy. Specifically, no later than 18 months from the effective date of the rule, each PHA must implement a “smoke-free” policy banning the use of “prohibited tobacco products” in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Under the Rule, a PHA’s smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, e-Cigarettes, and pipes, and (2) to the extent not covered by (1), waterpipes (hookahs).

Pursuant to the Rule, PHAs may, but are not required to, further restrict smoking to outdoor dedicated smoking areas outside the restricted areas, create additional restricted areas in which smoking is prohibited (e.g., near a playground), or, alternatively, make their entire grounds smoke-free.

#### **2. Purpose of Policy.**

This smoke-free policy is intended to benefit the Housing Authority and all of its residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

#### **3. Definitions.**

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

#### **4. All Buildings to Be Smoke-free.**

All housing buildings and administrative offices shall be smoke-free. Smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

## **5. Smoking on the Grounds.**

### **At Hillcrest Towers:**

Smoking is prohibited anywhere on the grounds except in designated smoking areas located at least 25 feet from such buildings. Designated smoking areas are marked by signs. The south-designated smoking area is the gazebo and is available 24 hours a day. The north side of the building is a non-smoking area.

### **At all other Housing Authority properties:**

Smoking is prohibited within 25 feet of any door or window.

## **6. Applicability of Policy.**

This Policy is applicable to all residents, Housing Authority employees, visitors, contractors, volunteers, and vendors.

## **7. Responsibilities of Tenants.**

Tenants and household members shall be responsible to enforce this Policy for their guests, invitees, and visitors to their residential units. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

## **8. Housing Authority to Promote Smoke-free Policy.**

The Housing Authority shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

## **9. Violations of Policy.**

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment unit due to damage from smoke odors or residue.

### **A resident household will be determined to be in violation of the policy if:**

- Staff witnesses a tenant, tenant's guests or family member, service provider, or other person smoking inside an FHA-owned or managed apartment, or anywhere outside of the designated smoking areas. All smoking must be done outside in the marked designated smoking areas.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle inside an FHA-owned or managed apartment.
- Damages to the interior of FHA-owned or managed apartments that are the result of burns caused by smoking products including burns to tenant-owned property.
- Evidence of smoking in a unit such as cigarette or other smoking product smells, smoke-clogged filters, and smoke film including smoke damage to walls.
- Substantiated reports to staff of violations of this policy by third parties.
- Reports must be confirmed by staff before being counted against resident.
- Clogged plumbing caused by a smoking product or products being disposed of in sewage or drain system.

- Evidence of ashes on any surface in an apartment owned or managed by FHA.
- Detection by monitoring equipment of smoke smells or attempt to disable monitoring equipment.

All smoking products must be extinguished and properly disposed of. Metal over cans or equal must be used. Never flush down toilets. Smoldering ashtrays or metal cans will result in lease violations.

#### **10. Housing Authority Enforcement Process.**

The Housing Authority's enforcement process will be:

- First Offense: Notice of Lease Violation, possible installation of a smoking monitor to include 12 months of monthly monitoring fee (approximately \$5/month)
- Second Offense: \$100 Fine, Notice of Lease Violation, and possible additional 12 months of the monitoring fee
- Third Offense: Notice to Vacate

#### **11. Housing Authority Not Guarantor of Smoke-free Environment.**

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

#### **12. Housing Authority Disclaimer.**

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement.

I/WE, the undersigned have read and do understand the Smoke-Free Housing Policy addendum to my/our lease.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date

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If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)





**BENEFICIARY/EMERGENCY CONTACT FORM**

Property Name \_\_\_\_\_

Apartment # \_\_\_\_\_

Tenant's Name \_\_\_\_\_

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

**IN CASE OF EMERGENCY CONTACT**

\_\_\_\_\_  
Friend or Relative's Name

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

\_\_\_\_\_  
Relationship

This person is \_\_\_\_ is not \_\_\_\_ authorized to enter the unit and remove my property. This includes animal(s) if present.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Friend or Relative's Name

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

\_\_\_\_\_  
Relationship

This person is \_\_\_\_ is not \_\_\_\_ authorized to enter the unit and remove my property. This includes animal(s) if present.

\_\_\_\_\_  
Address

By signing below, you authorize the Fayetteville Housing Authority to contact the above-listed emergency contact on your behalf in the event of an emergency.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

**SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING**

This form is to be provided to each applicant for federally assisted housing

**Instructions: Optional Contact Person or Organization:** You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

<b>Applicant Name:</b>	
<b>Mailing Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>Name of Additional Contact Person or Organization:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>E-Mail Address (if applicable):</b>	
<b>Relationship to Applicant:</b>	
<b>Reason for Contact:</b> (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
<b>Commitment of Housing Authority or Owner:</b> If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
<b>Confidentiality Statement:</b> The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
<b>Legal Notification:</b> Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Check this box if you choose not to provide the contact information.

--	--

**Signature of Applicant**

**Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

**Privacy Statement:** Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.



## 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**





U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



## ***What You Should Know About EIV***

### **A Guide for Applicants & Tenants of Public Housing & Section 8 Programs**

#### **What is EIV?**

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

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

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

#### **What is the EIV information used for?**

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

#### **Is my consent required in order for information to be obtained about me?**

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

***Note:*** *If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.*

#### **What are my responsibilities?**

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

**February 2010**

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

### **What are the penalties for providing false information?**

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

**Protect yourself by following HUD reporting requirements.** When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

### **What do I do if the EIV information is incorrect?**

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

**Debts owed to PHAs and termination information** reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

**Employment and wage information** reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

**Unemployment benefit information** reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

**Death, SS and SSI benefit information** reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: [www.socialsecurity.gov](http://www.socialsecurity.gov). You may need to visit your local SSA office to have disputed death information corrected.

**Additional Verification.** The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

**Identity Theft.** Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/pih/thiip/iv.cfm>.

**The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:**

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

**My signature below is confirmation that I have received this Guide.**

Signature

Date



# Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)  
and the Housing Agency/Authority (HA)

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

OMB CONTROL NUMBER: 2501-0014

exp. 07/31/2021

PHA requesting release of information; **(Cross out space if none)**  
(Full address, name of contact person, and date)

IHA requesting release of information; **(Cross out space if none)**  
(Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

### Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

**Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.**

This consent form expires 15 months after signed.

Signatures:

_____	_____		
Head of Household	Date		
_____		_____	_____
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
_____	_____	_____	_____
Spouse	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

**Authorization for Release of Information**

**CONSENT**

I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to for participation, and/or to maintain my continued assistance under Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing, and/or other housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies. I also consent for HUD or the PHA to release information from my file about my rental history to HUD credit bureaus, collection agencies, or future landlords. This includes records on my payment history and any violations of my lease or PHA policies.

**INFORMATION COVERED**

I understand that depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verifications and inquiries that may be requested, include but are not limited to:

- |                                  |                                |                                |
|----------------------------------|--------------------------------|--------------------------------|
| Identity and Marital Status      | Employment, Income, and Assets | Residences and Rental Activity |
| Medical or Child Care Allowances | Credit and Criminal Activity   |                                |

I understand that this authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a housing assistance program.

**GROUPS OR INDIVIDUALS THAT MAY BE ASKED**

The groups or individuals that may be asked to release the above information (depending on program requirements) include but not limited to:

- |  |                                  |  |
|--|----------------------------------|--|
| Previous Landlords (including Public Housing Agencies) | Past and Present Employers       | Veterans Administration Retirement Systems |
| Courts and Post Offices                                | Welfare Agencies                 | Banks and other Financial Institutions     |
| Law Enforcement Agencies Support and Alimony Providers | State Unemployment Agencies      | Credit Providers and Credit Bureaus        |
|  | Social Security Administration   | Utility Companies                          |
|  | Medical and Child Care Providers |  |

**COMPUTER MATCHING NOTICE AND CONSENT**

I understand and agree that HUD or the Public Housing Authority may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, U understand that I have a right to notification of any adverse information found and a change to disprove incorrect information. HUD or the PHA may in the course of its duties exchange such automated information with other Federal, State, or local agencies, including but not limited to: State Employment Security Agencies; Department of Defense; Office of Personnel Management; the U.S. Postal Service; the Social Security Agency; and State welfare and food stamp agencies. The Head of Household may view the EIV information for all family members.

**CONDITIONS**

I agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file with the PHA and will stay in effect for a year and one month from the date signed. I understand I have a right to review my file and correct any information that I can prove is incorrect.

**SIGNATURES**

_____	_____	_____
Head of Household	(Print) Name	Date
_____	_____	_____
Spouse	(Print) Name	Date
_____	_____	_____
Adult Member	(Print) Name	Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



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## **Fayetteville Housing Authority Dwelling Lease Addendum for The Violence Against Women Act (VAWA)**

If a member of the tenant's household or their guest or another person under their control engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.

One or more incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the PHA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, sexual assault, and stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking must provide a written certification in a form provided by the PHA or substantially similar thereto, that they are a victim of domestic violence, dating violence, sexual assault, or stalking and the incident or incidents which are subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the PHA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the PHA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the PHA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared database, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The PHA may bifurcate the lease, in order to evict, remove 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, without eviction, removing terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The PHA may evict a tenant for 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 PHA does not subject an individual who is or has been victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from PHA property to come onto PHA property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.

The PHA may terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the PHA if that tenant's tenancy is not terminated and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

IN WITNESS WHEREOF THE parties have executed this addendum to the lease agreement this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

FAYETTEVILLE HOUSING AUTHORITY

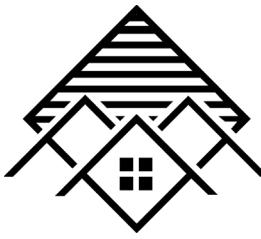
\_\_\_\_\_  
(Signature of PHA Representative)

TENANT

\_\_\_\_\_  
(Signature of Head of Household, Spouse or Co-Head)



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



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## Notice of Occupancy Rights under the Violence Against Women Act ("VAWA")

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 and stalking regardless of sex, gender identity, or sexual orientation.

I acknowledge that I am in receipt of the **HUD-5380** Notice of Occupancy Rights under VAWA, **HUD-5382** Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation, **HUD-5383** Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking provided by the Fayetteville Housing Authority, **HUD-5381** Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and

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Please complete the information below (applicant/tenant):

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)





**Fayetteville Housing Authority (FHA)**  
**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Public Housing Program, Project-Based Rental Assistance Program, Housing Choice Voucher Program and VASH Program, hereinafter referred to as FHA Housing or Programs, 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 FHA Housing or 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 FHA Housing or 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 FHA Housing or 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**

FHA 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.

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

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

If FHA chooses to remove the abuser or perpetrator, FHA 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, FHA 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, FHA must follow Federal, State, and local eviction procedures. In order to divide a lease, FHA 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, FHA 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, FHA 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.

FHA 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.

FHA's emergency transfer plan provides further information on emergency transfers, and FHA 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**

FHA 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 FHA must be in writing, and FHA 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. FHA 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 FHA as documentation. It is your choice which of the following to submit if FHA 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 FHA 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 FHA has agreed to accept.

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

If FHA 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), FHA 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, FHA does not have to provide you with the protections contained in this notice.

### **Confidentiality**

FHA 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.

FHA must not allow any individual administering assistance or other services on behalf of FHA (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.

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

- You give written permission to FHA to release the information on a time limited basis.
- FHA 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 FHA or your landlord to release the information.

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

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

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, FHA 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 FHA 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 FHA can demonstrate the above, FHA 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 **HUD Little Rock Field Office**, 425 West Capitol Avenue, Suite 1000, Little Rock, AR 72201-3488, **Phone: (501) 918-5700**.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**. Additionally, FHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the **Director of Programs or Executive Director at 479-521-3850**.

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 **Northwest Arkansas Women's Shelter Hotline at 479-246-9999 or 1-800-775-9011**

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 **Arkansas Coalition Against Sexual Assault at 479-527-0900**.

Victims of stalking seeking help may contact **Arkansas Crisis Center at 1-800-274-7472**.  
**Attachment:** Certification form HUD-5382 & HUD-5383

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third-party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.



**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

\_\_\_\_\_

\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Fayetteville Housing Authority (FHA)**  
**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual  
Assault, or Stalking**

## **Emergency Transfers**

FHA Public Housing Program, Project-Based Rental Assistance Program, Housing Choice Voucher Program, and VASH Program, hereinafter referred to as FHA Housing or Programs, is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> FHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of FHA to honor such requests 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 FHA 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 FHA Housing or Programs is in compliance with VAWA.

## **Eligibility for Emergency Transfers**

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

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

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

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

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

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify FHA's management office and submit a written request for a transfer. FHA 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 FHA'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**

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

## **Emergency Transfer Timing and Availability**

FHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. FHA 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. FHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If FHA has no safe and available units for which a tenant who needs an emergency is eligible, FHA 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, FHA 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.

## **Emergency Transfers: Public Housing (PH) Program**

If you are a public housing resident and request an emergency transfer as described in this plan, the PHA will attempt to assist you in moving to a safe unit quickly. The PHA will make

exceptions as required to policies restricting moves.

Emergency transfers for which you are not required to apply for assistance include the following:

- Public housing unit in a different development
- Public housing unit in the same development, if you determine that the unit is safe

At your request, the PHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer to the following programs for which you are required to apply for assistance:

- HCV tenant-based program
- HCV project-based assistance
- Other programs administered by the PHA (such as state housing programs)

Emergency transfers will not take priority over waiting list admissions for these types of assistance. At your request, the PHA will refer you to organizations that may be able to further assist you.

### **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>.

**Effective 2022 Fayetteville Housing Authority Flat Rent Policy**

The **Quality Housing and Work Responsibility Act** requires Public Housing Authorities (PHA's) to establish flat rents for public housing. The flat rents hereby established will be reviewed annually to determine if adjustments are necessary. Flat Rent is based on the reasonable market value of the unit and designed so that it does not discourage families from working towards economic self-sufficiency.

The Housing Authority shall re-examine those families who choose the flat rent at least once every three years.

If a family chooses the flat rent but becomes unable to pay the flat rent, the family may immediately request the Housing Authority to reduce rent from the flat rent back to income-based (30%) rent until the next annual re-examination.

A family may only switch payment methods one time during a year. After the switch is made from flat rent to income-based (30%) rent, the family must continue paying the income-based (30%) rent until the next annual re-examination.

The Housing Authority shall allow families to switch payment methods for financial hardships, including:

- a) Situations where family income has decreased because of changed circumstances, loss or reduction of employment, death in the family, reduction of income, or loss of other assistance.
- b) An increase, because of changed circumstances in the family's expenses for medical costs, childcare, transportation, education, or similar items.
- c) Other situations as determined by the Housing Authority.

Families may choose to pay a flat rent as established by the Housing Authority or a rent that does not exceed more than 30% of income.

Flat rents for Hillcrest Tower, Lewis Plaza, and Willow Heights Apartments are established as follows:

	<b>Efficiency Bedroom</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>
<b>Hillcrest Towers</b>	<b>\$467 (small)</b>	<b>\$504 (large)</b>		
<b>Lewis Plaza</b>		<b>\$504</b>	<b>\$646</b>	<b>\$919</b>
<b>Willow Heights</b>		<b>\$504</b>	<b>\$646</b>	<b>\$919</b>

I have read and understand the above information on Flat Rents. I also understand there will be NO utility allowances for gas or electric services if I choose to pay flat rent. However, water, sewer, pest control, and trash collection are included in the monthly rent amount.

I choose the Flat Rent of \$ \_\_\_\_\_

I choose Income-Based rent \$ \_\_\_\_\_

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



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## GRIEVANCES AND APPEALS

- A. Applicability:** The PHA is located in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.
- B. Informal Settlement of Grievance:** The PHA will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to the PHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by the PHA or may be conducted remotely upon consideration of the request of the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

The PHA will prepare a summary of the informal settlement within five business days; one copy to be given to the tenant and one copy to be retained in the PHA's tenant file.

**C. Procedures to Obtain A Hearing:**

- 1. Request for Hearing and Failure to Request:** The resident must submit a written request (including emailed requests) for a grievance hearing to the PHA within five business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

- 2. Scheduling of Hearings:** Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the PHA.

If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

Regarding the processes involved in a remote grievance hearing;

That the PHA will provide technical assistance prior to and during the hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

3. **Expedited Grievance Procedure:** The PHA will follow expedited grievance procedures for any grievance concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or any drug-related criminal activity on or near such premises.

Such procedures will provide for an expedited notice of hearing request, an expedited scheduling of the hearing, and for an expedited decision on the grievance. The tenant will have 3 business days to make their hearing request. The hearing officer will have 3 business days to schedule the hearing, and 3 business days to render a decision. When possible, the PHA will conduct expedited hearings remotely via a remote video conferencing platform in accordance with PHA policies in section 14-III.G of the ACOP. All other aspects of the expedited grievance process shall be the same as for other grievances.

- D. **Selection of Hearing Officer:** PHA grievance hearings will be conducted by a single hearing officer and not a panel.

The PHA will appoint a staff member who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such person, an alternate hearing officer will be selected.

The PHA may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodations.

- E. **Remote Hearings:** The PHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.



In addition, the PHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a tenant does not have child care or transportation that would enable them to attend the hearing, or if the tenant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

1. **Discovery of Documents Before the Remote Hearing:** If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

2. **Conducting Hearing Remotely:** The PHA will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

## F. Procedures Governing the Hearing

### 1. Rights of Complainant:

- i. The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

PHA Policy: The tenant will be allowed to copy any documents related to the hearing at a cost of 25 cents per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- ii. Hearings may be attended by the following applicable persons:
  1. The PHA representatives and any witnesses for the PHA
  2. The tenant and any witnesses for the tenant
  3. The tenant's counsel or other representative
  4. Any other person approved by the PHA as a reasonable accommodation for a person with a disability
- iii. The right to a private hearing unless the complainant requests a public hearing.
- iv. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- v. A decision based solely and exclusively upon the facts presented at the hearing.

2. **Failure to Appear:** If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

3. **General Procedures:** Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.
  - i. **Oral evidence:** the testimony of witnesses

- ii. **Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.
- iii. **Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram
- iv. **Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence-based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence. Other than the failure of the PHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

If the complainant would like the PHA to record the proceedings by audiotape, the request must be made to the PHA by 12:00 p.m. on the business day prior to the hearing.

The PHA will consider that an audio tape recording of the proceedings is a transcript.

- 4. **Accommodations of Persons with Disabilities:** The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the PHA's responsibilities pertaining to reasonable accommodation.

- 5. **Limited English Proficiency:** The PHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

#### **G. Decision of the Hearing Officer:**

1. In rendering a decision, the hearing officer will consider the following matters:
  - i. **PHA Notice to the Family:** The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.
  - ii. **Discovery:** The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.
  - iii. **PHA Evidence to Support the PHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.
  - iv. **Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

- v. **Hearing information:**
  - Name of the complainant
  - Date, time and place of the hearing
  - Name of the hearing officer
  - Name of the PHA representatives
  - Name of family representative (if any)
  - Names of witnesses (if any)
- vi. **Background:** A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.
- vii. **Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.
- viii. **Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

- ix. **Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA’s decision.
  - x. **Order:** The hearing report will include a statement of whether the PHA’s decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer’s determination. In the case of termination of tenancy, the hearing officer will instruct the PHA to restore the family’s status.
2. **Procedure for Further Hearing:** The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.
  3. **Final Decision:** When the PHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer’s decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer’s decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

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Head of Household Signature

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Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



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## **Reasonable Accommodation and Individual Relief for Charges in Excess of the Utility Allowance**

### **Overview**

Utility allowances are provided to families paying income-based rent when the cost of utilities is not included in the rent. When determining a family's income-based rent, the PHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

### **Reasonable Accommodation and Individual Relief**

On request from a family, PHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172]. Likewise, tenants with disabilities may not be charged for the use of certain tenant-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or tenants with disabilities, or special factors not within the control of the tenant, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with an explanation about the additional allowance required.

### **PHA Policy**

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

The PHA will consider the following criteria as valid reasons for granting individual relief:

- The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.
- The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The tenant should be granted individual relief until the allowance is adjusted.
- The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of reasonable accommodation or individual relief, the PHA will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or PHA may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all tenants at move-in and with any notice of proposed allowances, schedule surcharges, and revisions. The PHA will also provide information on utility relief programs or medical discounts (sometimes referred to as "Medical Baseline discounts") that may be available through local utility providers.

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

At its discretion, the PHA may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or PHA-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the tenant will cease when the situation is remedied.

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Head of Household Signature

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Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)



### **Mold or Mildew Notification**

This ADDENDUM is being attached to, and incorporated by reference in, the Rental Agreement (the "Lease") between the undersigned Landlord and the undersigned Tenant for the purpose of modifying certain terms and conditions of the Rental Agreement. The parties agree that, if any terms of the Rental Agreement and this Addendum are inconsistent, the term set forth on this Addendum will govern.

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, the Landlord/Agent has inspected the unit prior to the commencement of the lease agreement and knows of no damp or wet building materials and knows of no mold, mildew, or other fungal growth in the dwelling unit. However, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated from a dwelling place. The Tenant is hereby notified that mold can grow if the premises are not properly maintained or ventilated.

If moisture is allowed to accumulate in the unit, it can lead to high indoor humidity and cause mold, mildew, or other fungal growth. Most sources of moisture can be controlled by simple procedures under the control of the Tenant. Our mutual goal should be to reduce excess moisture within the dwelling unit wherever and whenever possible.

It is important that the Tenant regularly allow air to circulate in the apartment. It is also important that the Tenant keep the interior of the unit clean and that they promptly notify the Landlord/Agent of any leaks, moisture problems, and/or mold growth. In order to reduce the probability of mold, mildew, or other fungal growth and to protect your health, your personal property, and the dwelling unit, Tenant agrees to maintain the premises in a manner that reduces or eliminates the sources of excess moisture. Moisture occurs from the process of breathing, the presence of live plants and fish tanks, cooking, bathing, laundry, and other moisture-producing activities.

Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to clean bathroom, kitchen surfaces, and walls with products that reduce or inhibit the growth of mold, mildew, or other fungi.
2. Tenant agrees to notify the landlord immediately of any circumstances involving excess moisture or water leakage, such as plumbing leaks or drips, sweating pipes or toilet tanks, as well as, any overflows in the bathroom, kitchen or laundry facilities (if applicable), especially in cases where the overflow may have permeated walls, floors, carpeting or other floor coverings or cabinets. Excess water shall be immediately removed to prevent further damage.
3. Tenant agrees to report to the Landlord/Agent any significant mold growth on surfaces inside premises.

4. Tenant agrees to allow the Landlord/Agent to enter the unit to inspect and make necessary repairs.
5. Tenant agrees to use bathroom fans while showering or bathing and to report to the Landlord/Agent any nonworking fans. Continue the use of fans for at least 30 minutes following the activity.
6. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning. Continue the use of fans for at least 30 minutes following the activity.
7. Tenant agrees to report to the landlord when any exhaust fan does not operate.
8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as the condition occurs. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify the Landlord/Agent of any problems with the air conditioning or heating systems that are discovered by the Tenant. Additionally, the Tenant agrees to keep windows closed when using the central heating and cooling system.
11. Tenant agrees to open multiple windows (weather permitting) at least twice a week for one hour to allow cross ventilation of the dwelling.
12. Tenant agrees to keep any fish tanks covered if allowed under the rental agreement and/or animal policy addendum.
13. Tenant agrees to maintain connections and operation of the applicable heating source and to maintain temperatures within a range of 55 to 75 degrees. No non-vented kerosene or other flame-producing space heaters are to be used indoors at any time.
14. Tenant agrees to allow a minimum of six inches of space between furniture and walls for proper air ventilation.

If the dwelling contains excess moisture due to the Tenant's lifestyle or activities, the Tenant may be required to obtain and maintain a product or products, which reduce moisture in the unit and/or be held responsible for necessary remediation.

\_\_\_\_\_

Head of Household Signature

\_\_\_\_\_

Date



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call 479-521-3850 or email [housing@fayettevilleha.org](mailto:housing@fayettevilleha.org)

## Unit Inspection Report

Property \_\_\_\_\_

Tenant \_\_\_\_\_

Apartment No. \_\_\_\_\_

Unit Size \_\_\_\_\_

Move-in Inspection Date \_\_\_\_\_

Move-out Inspection Date \_\_\_\_\_

ADA Compliant:     Full (Bathroom and Kitchen)     Partial (Bathroom Only)     Partial (Kitchen only)     N/A

Pest Treatment Needed:     Bed Bug                       Roach                       Other                       N/A

**Condition:**    1: New            2: Good            3: Acceptable (No Deficiency)            4: Observed Deficiency            5: Emergency

Item	Move-In			Move-Out			Cost to Correct
	Condition	Task/Notes	Complete	Condition	Task/Notes	Complete	
<b>EXTERIOR</b>							
Steps <sup>4</sup>							
Landing <sup>4</sup>							
Outdoor Lighting <sup>1</sup>							
Grounds <sup>5</sup>							
Exterior Front Door <sup>6</sup>							
Front Door Locks		Change <input type="checkbox"/> Yes <input type="checkbox"/> No			Change <input type="checkbox"/> Yes <input type="checkbox"/> No		
Front Door Seal							
Exterior Back Door <sup>6</sup>							
Back Door Locks		Change <input type="checkbox"/> Yes <input type="checkbox"/> No			Change <input type="checkbox"/> Yes <input type="checkbox"/> No		
Back Door Seal							
Front Storm Door <sup>6</sup>							
Back Storm Door <sup>6</sup>							
Outlet(s)/Cover							
Siding							
Bricks							
Gutters							
Soffit							
Roof							
<b>HALLS AND STAIRS</b>							
Steps							
Landings							
Handrails							
Doors							
Hardware/Locks							
Floors/Coverings							
Walls/Coverings							
Ceilings							
Windows/Coverings							
Lighting <sup>1</sup>							
Electrical Outlets							
Closets <sup>2</sup>							
Fire alarms/ Equipment							
Mailbox							

Item	Move-In			Move-Out			Cost to Correct
	Condition	Task/Notes		Condition	Task/Notes		
<b>LIVING ROOM</b>							
Floor							
Floor Covering							
Walls/Coverings							
Ceiling							
Windows/Covering							
Lighting <sup>1</sup>							
Electrical outlets							
Ceiling Fan							
Screens							
Blinds							
Base Board							
<b>KITCHEN</b>							
Range							
Refrigerator							
Refrigerator Seal							
Sink							
Faucets <sup>3</sup>							
Under Sink							
Counter Tops							
Floor							
Floor Coverings							
Walls/Coverings							
Ceiling							
Windows							
Blinds							
Lighting <sup>1</sup>							
Electrical outlets							
Cabinets Interior							
Cabinets Exterior							
Cabinet Hardware							
Closets/Pantry <sup>2</sup>							
Exhaust fan							
Fire alarms/ equipment							
Base Boards							
Disposal							
Back Splash							
Caulking							

Item	Move-In			Move-Out			Cost to Correct
	Condition	Task/Notes	Complete	Condition	Task/Notes	Complete	
<b>BEDROOM 1</b>							
Doors and locks							
Floor/Coverings							
Walls/Coverings							
Ceiling							
Windows/Covering							
Closets <sup>2</sup>							
Lighting <sup>1</sup>							
Electrical outlets							
<b>BEDROOM 2</b>							
Doors and locks							
Floor/Coverings							
Walls/Coverings							
Ceiling							
Windows/Covering							
Closets <sup>2</sup>							
Lighting <sup>1</sup>							
Electrical outlets							
<b>BEDROOM 3</b>							
Doors and locks							
Floor/Coverings							
Walls/Coverings							
Ceiling							
Windows/Covering							
Closets <sup>2</sup>							
Lighting <sup>1</sup>							
Electrical outlets							
<b>BEDROOM 4</b>							
Doors and locks							
Floor/Coverings							
Walls/Coverings							
Ceiling							
Windows/Covering							
Closets <sup>2</sup>							
Lighting <sup>1</sup>							
Electrical outlets							
<b>BATHROOM 1</b>							
Sink <sup>3</sup>							
Faucets <sup>3</sup>							
Shower/Tub <sup>3</sup>							
Curtain rack/Door							
Towel rack							
Toilet							
Doors/Locks							
Floor/Coverings							
Walls/Coverings							

Item	Move-In			Move-Out			Cost to Correct
	Condition	Task/Notes	Complete	Condition	Task/Notes	Complete	
Ceiling							
Closets <sup>2</sup>							
Cabinets							
Exhaust fan							
Electrical outlets							
Lighting <sup>1</sup>							
Caulking							
<b>BATHROOM 2</b>							
Sink <sup>3</sup>							
Faucets <sup>3</sup>							
Shower/Tub <sup>3</sup>							
Curtain rack/Door							
Towel rack							
Toilet							
Doors/Locks							
Floor/Coverings							
Walls/Coverings							
Ceiling							
Windows/Coverings							
Closets <sup>2</sup>							
Cabinets							
Exhaust fan							
Electrical outlets							
Lighting <sup>1</sup>							
Caulking							
<b>OTHER</b>							
Heating Equipment							
Air-conditioning unit(s)							
Hot-water heater							
Smoke/Fire alarms							
Thermostat							
Door bell							
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure, Hot water, stoppers, drains 4. Handrail/Safety Railing, Utility Boxes 5. Grass, Trash/Debris 6. Paint/Rust, Physical Condition/Damage, Hardware							

**Unit Inspection Report: Move-In Inspection Signature Page**

- This unit is in decent, safe, and sanitary condition.
- No Deficiencies found.
- Deficiencies Found: Non-Emergency  
Any non-emergency deficiencies identified in this report will be remedied within 30 days of the date the Tenant moves into the unit.
- Deficiencies Found: Emergency  
Any emergency deficiencies identified in this report will be remedied prior to the Tenant's move into the unit

\_\_\_\_\_  
Signature: FHA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_ I have inspected the apartment and found this unit to be in decent, safe, and sanitary condition. Any deficiencies are noted above.

\_\_\_\_\_ I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear.

\_\_\_\_\_ In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

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

\_\_\_\_\_  
Date

**Unit Inspection Report: Move-Out Inspection Signature Page**

- Tenant Present for Move-Out Inspection
- Tenant Declined Move-Out Inspection
- Abandoned Unit
- No-Show
- Lock-Out Eviction

Deficiencies:

- No deficiencies beyond normal wear and tear
- Deficiencies found and documented.

\_\_\_\_\_  
Signature: FHA Representative

\_\_\_\_\_  
Date

Tenant:

\_\_\_\_\_ I agree with the findings of this inspection.

\_\_\_\_\_ I disagree with the findings of this inspection. Space has been provided below to explain the items in dispute.

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

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

\_\_\_\_\_  
Date