
The Family Handbook

A Guide to the Section 8 Housing Choice Voucher Program



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This handbook has been designed as a guide for participation in the Section 8 Housing Choice Voucher Program and provides you with accurate information about how the program works. Please take time to review it carefully. It will help you find a suitable place to live, and to remain in good standing with your owner and the Conway Housing Authority.

The rules and regulations for the Section 8 Housing Choice Voucher Program are determined by the U. S. Department of Housing and Urban Development [HUD]. The purpose of the Section 8 Housing Choice Voucher Program is to provide rental assistance to eligible low-income families.

Keep this Handbook in a Safe Place

After reading the handbook, make sure you save it so that you can refer back to it if needed. If you have any questions, contact the Section 8 Office of the Conway Housing Authority at (501) 327-0156 ext. 306.

Conway Housing Authority Service Commitment

As a public housing agency, it is the Conway Housing Authority's (CHA) goal to provide excellent service to the families in their community. The CHA will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure about something.

Do not hesitate to contact the Section 8 Office if you have any questions or problems that pertain to the Section 8 Housing Choice Voucher program.

Getting in Touch with You

In order to complete these tasks, it will be necessary for CHA to contact you at different times. When we contact you for an appointment, it will be either by first class mail or telephone. Please make arrangements in advance to attend all appointments. Your cooperation is essential in our ability to serve you.

Requests for Reasonable Accommodation

Persons with disabilities may request a reasonable accommodation in order to fully utilize this housing program and any related services. The CHA will make all reasonable efforts to be flexible in assisting persons with disabilities. Requests for accommodation will be verified to ensure that the accommodation is reasonable. Examples of reasonable accommodations are as follows:

- ◆ Home visits if your disability prevents you from coming to the CHA office
- ◆ TDD or TDY Devices
- ◆ Accessible format for CHA correspondence
- ◆ The use of an advocate or interpreter
- ◆ If the family includes a person with a disability, the family may request a current listing of accessible units known to the CHA that may be available.

PROGRAM INTEGRITY

HUD determines the amount of funding that is available for rental assistance in each community. It is important to ensure that the funds are used to assist only those families who are eligible. The reason housing authorities have waiting lists is that there isn't enough funding to assist all of the families who apply.

The CHA assumes that the information provided by families is complete and accurate but occasionally we find that it is not.

Making false statements and providing false information are serious violations of program rules as well as violations of State and Federal Criminal Laws.

Please be aware that if families provide false information or documents:

- ◆ They will be subject to denial or termination of assistance.
- ◆ They will be required to repay any amounts that were paid by the CHA.
- ◆ If it is determined that these actions are intentional, the family will be subject to criminal penalties under State or Federal Law.

If you are not sure about the rules or procedures, please contact CHA to get the correct information. No one should be evicted or lose their assistance unnecessarily. If you are aware of someone who is violating program rules, please contact your housing authority. You can do this in person, in writing, or on the phone.

What are housing choice vouchers?

The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

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

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

Am I eligible?

Eligibility for a housing voucher is determined by the PHA based on the total annual gross income and family size and is limited to US citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. By law, a PHA must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD and vary by location. The PHA serving your community can provide you with the income limits for your area and family size.

During the application process, the PHA will collect information on family income, assets, and family composition. The PHA will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment

If the PHA determines that your family is eligible, the PHA will put your name on a waiting list, unless it is able to assist you immediately. Once your name is reached on the waiting list, the PHA will contact you and issue to you a housing voucher.

How do I apply?

If you are interested in applying for a voucher, contact the Conway Housing Authority.

Local preferences and waiting list - what are they and how do they affect me?

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, a PHA may close its waiting list when it has more families on the list than can be assisted in the near future.

PHAs may establish local preferences for selecting applicants from its waiting list. Conway Housing Authority has adopted the working family preference. To qualify for this preference, you must be (1) elderly or disabled (over 62 or drawing a disability check), or (2) have been working at least six (6) months for a minimum of 30 hours per week. Applicants who qualify for any such local preferences move ahead of other applicants on the list that do not qualify for any preference.

Housing vouchers - how do they function?

The housing choice voucher program places the choice of housing in the hands of the individual family. A very low-income family is selected by the PHA to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size and composition.

The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

The PHA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

The rent subsidy

The PHA calculates the maximum amount of housing assistance allowable. The maximum housing assistance is generally the lesser of the payment standard minus 30% of the family's monthly adjusted income or the gross rent for the unit minus 30% of monthly adjusted income

Can I move and continue to receive housing choice voucher assistance?

A family's housing needs change over time with changes in family size, job locations, and for other reasons. The housing choice voucher program is designed to allow families to move without the loss of housing assistance. Moves are permissible as long as the family notifies the PHA ahead of time, terminates its existing lease within the lease provisions, and finds acceptable alternate housing.

Under the voucher program, new voucher-holders may choose a unit anywhere in the United States if the family lived in the jurisdiction of the PHA issuing the voucher when the family applied for assistance. Those new voucher-holders not living in the jurisdiction of the PHA at the time the family applied for housing assistance must initially lease a unit within that jurisdiction for the first twelve months of assistance. A family that wishes to move to another PHA's jurisdiction must consult with the PHA that currently administers its housing assistance to verify the procedures for moving.

Roles - the tenant, the landlord, the housing agency and HUD

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

Tenant's Obligations: When a family selects a housing unit, and the PHA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

Landlord's Obligations: The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the PHA.

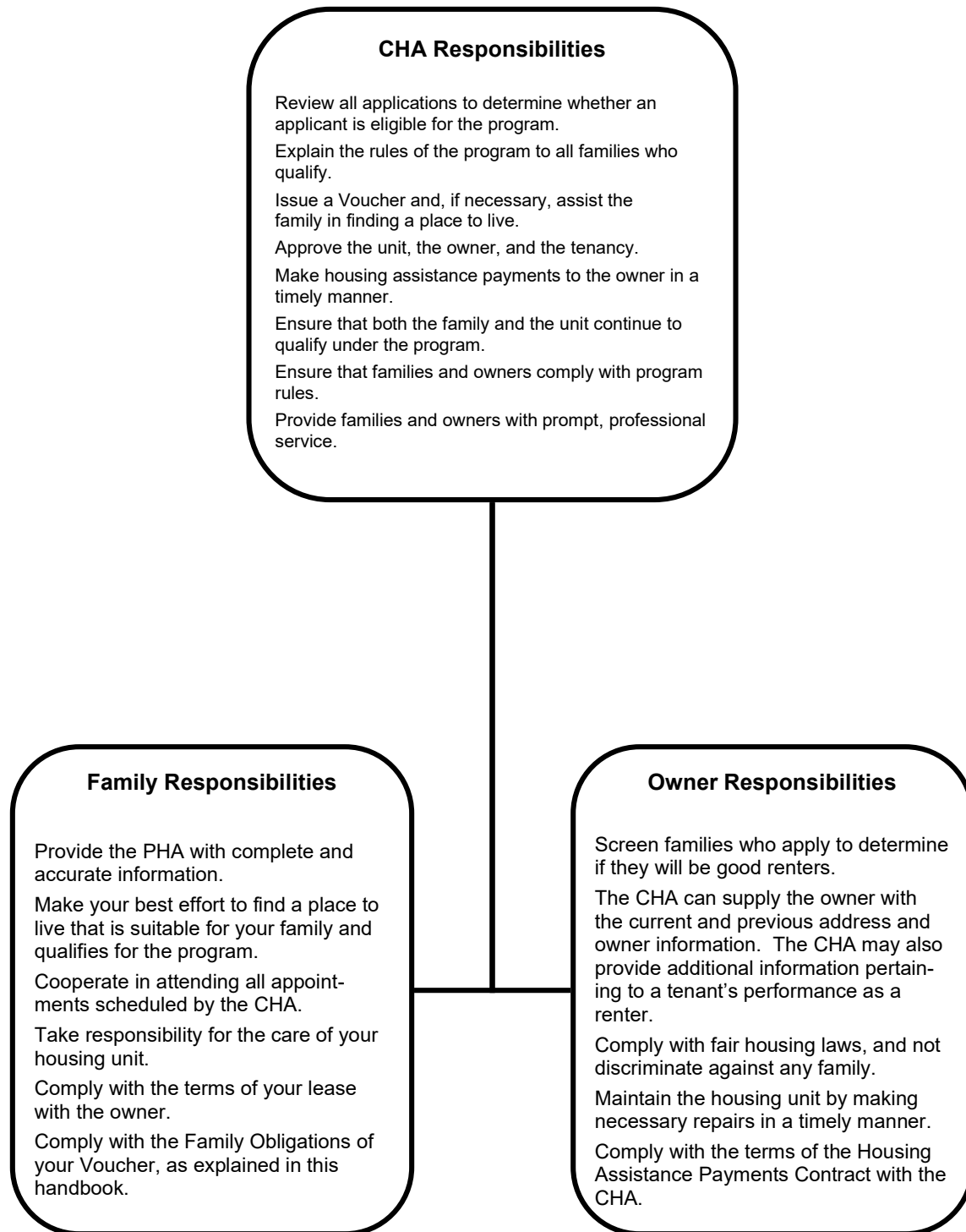
Housing Authority's Obligations: The PHA administers the voucher program locally. The PHA provides a family with the housing assistance that enables the family to seek out suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family's income and composition at least annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.

HUD's Role: To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.

The maximum amount that the CHA will pay is an amount equal to the *Payment Standard* or the *Gross Rent* (whichever is less) minus the family's total tenant payment. Gross Rent includes the Rent to Owner plus any allowances for tenant-paid utilities.

The Payment Standard is 1) established by the CHA, 2) is based on the cost of housing and utilities for your area; and 3) depends on the family composition and the bedroom size of the unit. For example, the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

The Section 8 Program is a three-way partnership between the Conway Housing Authority [CHA], the family [you], and the owner (includes owner, landlord or agent) of the rental unit:



The Section 8 Housing Choice Voucher is effective for sixty [60] days. Therefore, it is important that you do not delay your housing search. If your Voucher should expire before you find suitable housing, you will have to reapply.

The Conway Housing Authority will issue a voucher for the bedroom size you are eligible for. The bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Bedrooms	Number of	Number of Persons	
		Minimum	Maximum
0		1	1
1		1	2
2		2	4
3		3	6
4		4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults may share a bedroom. The Conway Housing Authority will take into consideration the age, sex and relationship of all family members in determining appropriate bedroom size.

In determining bedroom size, the Conway Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- ◆ Children of the same sex will share a bedroom, regardless of age.
- ◆ Children of the opposite sex, both age 5 and under will share a bedroom.
- ◆ Adults and children will not be required to share a bedroom, with the exception that a parent and child age 5 and under may share a bedroom.
- ◆ Foster-adults and children will not be required to share a bedroom with family members.
- ◆ Live-in aides will get a separate bedroom.
- ◆ Relationship of household members.

The Conway Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Conway Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

- STEP 1** You have sixty (60) days to locate a rental unit.
- STEP 2** Be prepared to give references to the owner. Provide names and address of previous owners, and agencies that have first-hand knowledge of your family or any business where you have good credit. (See the 'Approaching An Owner' section in this handbook.)
- STEP 3** Inform the owner that you have been approved for rental assistance. Some property owners will not participate in the program; however, they cannot violate fair housing laws by discriminating against anyone due to age, race, color, religion, sex, familial status, national origin or handicap.
- STEP 4** In selecting a place to live, please remember that you will have to stay in that unit at least one year before you will be allowed to move.
- STEP 5** When you have found a place and the owner has agreed to rent to you, please have the Request for Tenancy Approval completed by the owner and yourself. This must be brought to the Section 8 Office to arrange for an inspection of the rental unit. The Section 8 Office will arrange for an inspection with the owner, unless you are living in the unit when approved and you want to stay where you are. If this is the case, the Section 8 Office will arrange the inspection with you, the tenant.
- STEP 6** Once the inspection is completed, we will notify the owner of any repairs that need to be done to bring the unit up to Housing Quality Standards (HQS). We cannot pay any rent on a unit that does not pass HQS. If the owner is willing to make the repairs, CHA will allow the owner time to do this. Once the repairs have been completed, CHA must be notified and we will schedule a follow-up inspection. If the unit then passes, CHA will prepare the necessary paperwork and your assistance will begin.
- STEP 7** When the unit passes the inspection and the rent is reasonable, the CHA will prepare the necessary paperwork and your assistance will begin. If there are major repairs to be completed and the owner seems reluctant to make these repairs, you may want to consider looking for another unit. No rent will be paid, however, until the unit has passed our inspection.
- STEP 8** You will be responsible for the deposits to the utility companies, and the security deposit to the owner. You must bring in copies of the utility deposit receipts to the Section 8 Office for verification purposes.
- STEP 9** If you are responsible for supplying the range and/or refrigerator, these must be in place before assistance can begin.
- STEP 10** The U. S. Department of Housing and Urban Development gives us a worksheet to calculate how much rent you must pay. If the tenant pays any portion of the rent, it must be paid directly to the owner. Any portion of the rent that CHA pays will also be paid directly to the owner. If the tenant receives a utility allowance, this will be paid directly to the tenant.

If you do not understand any of these steps, or if you have any questions, please notify the Section 8 Department at (501) 327-0156.

Leasing In Place

You may be eligible to receive assistance at your present location if the unit qualifies. The unit must 1) be the appropriate size for your family, 2) pass the housing quality standards inspection, 3) the rent must be reasonable, and 4) you cannot pay more than 40% of your adjusted income for rent and utilities.

If You Do Not Want To Stay In Your Current Place

If you decide to look for a different unit, you must abide by the following regulations:

- ◆ The rent must be approved. Please see a copy of the Determination of Housing Assistance Payments included in this handbook. You cannot pay more than 40% of your adjusted income for rent and utilities.
- ◆ The unit must pass Housing Quality Standards (HQS). A copy of the Housing Quality Standards is included in this handbook.
- ◆ The Owner must be willing to participate in the rental assistance program.
- ◆ The unit must be located where specified.

Where Can You Look?

You may search for suitable housing anywhere within the jurisdiction of CHA. CHA covers Faulkner County. A current landlord listing is posted in the Section 8 office at all times and is available upon request.

Confronting Housing Discrimination

More often than many of us realize, people are denied housing for reasons other than poor rental histories or bad credit. Under federal law, it is illegal to deny housing to anyone on the basis of age, race, color, religion, sex, national origin, familial status, and handicap. If you believe that you have been discriminated against, contact your CHA representative.

The CHA will assist you in completing the Housing Discrimination Complaint (HUD Form 903) and provide you with a list of agencies that investigates housing discrimination complaints in your community. A copy of HUD Form 903 is also included in this handbook.

Families in High-Poverty Areas

If you live in a high-poverty area, you may want to consider searching for a rental unit in another area. There are many possible advantages to your family such as improved employment and educational opportunities. Your CHA representative will explain the areas where you are eligible to seek housing.

Housing Program Documents

When you are searching for a housing unit, make sure that you have the housing program documents with you. Review this handbook so that you can answer questions the owner may have about the Section 8 Program.

It is illegal for you to make additional payments to the owner to cover a rent amount that is higher than the Housing Authority has approved, and it is illegal for the owner to charge such side payments. All separate agreements between the owner and family must be approved by the CHA.

Be Prepared When You Apply for a Rental Unit

When you make an appointment with a prospective owner, be prepared to ask and answer questions and to make a positive first impression. The owner will be trying to evaluate you as a renter. At the same time, you will be evaluating both the unit and the owner.

Go early for your appointment and look around the neighborhood. Try to get a babysitter when meeting with the owner. Even the most well behaved children can become impatient. Don't risk being judged by how you discipline or don't discipline your children.

When calling owners in response to ads, don't prematurely ask, "Do you take Section 8?" Try to get an appointment to see the unit so that the owner has an opportunity to meet you first.

References

Be prepared to furnish information about your rental history. Try to get references from previous owners, if possible. If you are currently renting a unit, make sure that it is in good condition, so that your present owner will provide a good reference. Remember, your current and prior owner's names and address will be furnished to your prospective owner. If you have no rental history, bring references from responsible persons who know you such as employers or persons you have done business with.

Language Barriers

If the owner speaks English and English is not your first language, or you are not comfortable discussing business matters in English, take a translator to the appointment with you. Make sure your translator will make a positive first impression, also. Do not take young children to translate.

Security Deposit

The owner of the rental unit decides how much the security deposit will be. This deposit can be used to repair damage caused by a renter, to clean a rental unit left in a dirty condition after the renter leaves, or to pay "rent due" from the participant's share of the rent. The maximum amount of the security deposit cannot exceed the amount authorized under State law.

DO NOT PAY the owner's deposit prior to the Housing Authority inspection. After the first inspection is completed, it will be explained what your next step would be. If you would like to stay in the rental unit in which you now live, it will have to be inspected.

When you begin to search, make sure that you have made plans in advance to have the money available for the security deposit and the deposit for utilities, if applicable.

Owner's Right to Inquire

As a Voucher holder, you may select from a variety of rental units and neighborhoods. The CHA can assist you in locating a unit by providing an owner referral list; however, *you* must still be approved by the Owner.

Most owners will ask you to complete an application and will check on your rental history and credit. Owners can deny you a rental unit if you have a previous history of not fulfilling your obligations under a lease.

Submitting a Request for Tenancy Approval

When you find a rental unit that you want to rent, the owner must complete a *Request for Tenancy Approval* form. This must be submitted to the CHA along with the proposed lease. These forms are available at the Section 8 Office. The lease must be completed but not signed.

When the CHA receives your Request for Tenancy Approval, they will review it to determine if the unit is the correct size and the proposed rent is approvable.

Paying Rent

You must pay your portion of the rent, utilities and other charges on or before the first day of each month or the owner will evict you. Non-payment of rent is a violation of your family responsibilities and is cause for termination of assistance.

Owner Eviction

It is extremely important to read your lease before you sign it to make sure you fully understand what it says. If you do not abide by your lease, the owner has the right to evict you from their property. Typical reasons for eviction are:

- ◆ Non-payment of rent
- ◆ Destruction of property
- ◆ Poor housekeeping habits
- ◆ Keeping unauthorized pets, fighting, displaying weapons, and allowing people who are not on your lease to live with you.
- ◆ Engage in (any member of your household, a guest, or another person under your control) criminal activity involving crimes of physical violence to persons or property, or any drug-related criminal activity while receiving assistance. You are cautioned that eviction may cause you to lose your Section 8 Rental Assistance and a poor record with owners will make it difficult for you to obtain other housing.

Legal Steps The Owner Must Follow In An Eviction

In all cases, the owner must notify you in writing stating the reason for any action to evict you from the property. This written notice will either be a 30-day notice of lease termination or (in the most serious cases) a three-day notice of lease termination. The owner must send a copy of the notice to the Housing Authority. You must also supply a copy of any eviction notice you have received to the Housing Authority. If you remain in the unit after this time has expired, the owner may file a lawsuit to recover possession of the dwelling.

You have the right to appear in court and explain your actions before the court decides whether or not you will be forced to move. It is to your advantage to appear in court because the case will be decided without considering your side of the story if you are not there.

If you are forced to move, you must notify the Section 8 office as soon as you receive a termination notice to schedule an appointment with the Housing Authority so a decision can be made whether you are eligible to continue receiving assistance and to look for a new place.

Wrongful Eviction

The Housing Authority is not directly involved in the eviction process because the lease is between you and the owner. If you have problems or believe your rights have been denied during the eviction process, you should seek advice from an attorney. Arkansas Legal Services helps people with limited income to obtain legal representation based on their ability to pay. Their phone number is (800) 950-5817.

Upon receipt and review of the Request for Tenancy Approval, the CHA will notify the owner of the date and time of the Housing Quality Standards Inspection. It is in your best interest to be present at the inspection so that you can see what repairs, if any, are required. If you currently reside in the unit, the inspection will be scheduled with you.

The Conway Housing Authority will schedule an inspection of the unit on the date the owner indicates that the unit will be ready for inspection or within fifteen (15) days upon receipt of the Request for Tenancy Approval.

The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify the Conway Housing Authority to schedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements. Once the unit passes the initial inspection and the rent is reasonable, the CHA will prepare the necessary paperwork and your assistance will begin.

Rental assistance cannot begin until the repair items are completed and approved by the CHA inspector. If there are major repairs to be made, or if the owner seems reluctant to make the repairs, you may want to consider looking for another unit. The CHA will provide you with another Request for Tenancy Approval form.

It's a good idea to be present and to be involved in the process. If you and the CHA work together, the chances are quite good that you will be successful in finding a suitable place to live.

If the lease and unit are satisfactory, the CHA will enter into a Contract with the owner, and you will sign a lease with the owner.

The CHA will begin making payments to the owner after the unit has been approved and the Housing Assistance Payment Contract has been signed. The CHA will mail the payment to the owner on or about the first of each month.

The CHA will continue to make payments as long as:

- ◆ The unit meets Housing Quality Standards
- ◆ You are eligible for assistance
- ◆ You reside in the unit
- ◆ The owner is in compliance with the Contract.

Annual Income is the anticipated total income from all sources received by the Family Head or Spouse [even if temporarily absent] and by each additional member of the household. This includes all net income derived from assets for the 12-month period following the effective date of the certification of income, exclusive of certain types of income provided below.

Annual income is defined as:

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

Assets:

- ◆ Bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc. owned by you and any adult member of your household who will be living with you.
- ◆ Any business or asset you sold in the last two years for less than its full value, such as your home to your children.

Some examples of income:

Employment	Net Income of Business
Social Security	Public Assistance
Supplemental Security Income (SSI)	TANF
Unemployment	Worker's Compensation
Disability	Pensions
Annuities	Alimony
Relocation Payments	Interest from Assets
Military Pay	Child Support
Family Contributions	Net Income from Real/Personal Properties

Annual income is the anticipated total money from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all income derived from assets, for the 12-month period following the effective date of certification.

Is income verified?

All income must be verified with your income source. In addition, periodically the Housing Authority reviews the records of all participants with the Arkansas Employment Security Division. If we find unreported income, this can result in termination of your assistance.

What happens if I give false information about my income, assets and household members?

It is considered FRAUD and a FEDERAL OFFENSE to give false information on your income and assets. This includes false information concerning your household members, income, assets, or unauthorized persons staying with you, allowances or deductions. Be sure you give us the correct information or you could be subject to prosecution under the law. You must sign a statement that the information given to us is accurate and complete to the best of your knowledge. False information is punishable under FEDERAL LAW.

CHA must first determine your gross annual income.

Deductions and HUD Allowable Expenses

Dependents – A \$480.00 deduction is made for all minors under the age of 18, and for family members 18 and over who are full time students or a person with a disability, other than the Head or Spouse.

Elderly/Disability Allowance – A \$400.00 household deduction is made for families whose head, spouse, or sole member is 62 or over, or is a person with a disability.

Allowable Medical Expenses – If the Head of Household or Spouse is elderly, handicapped, or disabled, the Housing Authority allows a deduction of medical expenses incurred within the past 12 month period that exceeds 3% of the family's gross annual income. Medical expenses include supplemental medical insurance, doctor, pharmacy, dental, hospital, eye care, and other medical bills for which YOU have paid. This does not include what Medicare or other insurance may have paid. This does not include unpaid medical expenses. Verification must be in the form of pharmacy print outs, actual receipts, canceled checks, doctor statements, etc.

Allowable Childcare Expenses – Reasonable childcare expenses, for family members 12 years old and younger, will be deducted if they enable a family to work, attend school, or seek employment. The total allowable childcare expense is the actual amount paid by the family or the maximum allowable deduction, whichever is less.

Once these deductions have been subtracted from your annual gross income, this is your adjusted gross income. This amount is multiplied by HUD regulated 30% and divided by 12 to get a monthly Total Tenant Payment.

This Total Tenant Payment is subtracted from the Payment Standard for which you are qualified, or the Gross Rent, whichever is less. The Payment Standards are listed below. These amounts are subject to change without notice.

1 Bedroom	\$725.00
2 Bedroom	\$800.00
3 Bedroom	\$1075.00
4 Bedroom	\$1250.00

REMINDER:
THESE TOTALS ARE FOR RENT
AND UTILITIES COMBINED

You do not have to choose a rental unit with the bedroom size determined by the Housing Authority, but your portion of the rent may be higher because you have chosen a more expensive unit.

Tenants must not pay more than 40% of their adjusted income for their portion of the rent and utilities.

REMINDER: It is illegal for you to make additional payments to the owner to cover a rent amount that is higher than the Housing Authority rent limit, and it is illegal for the owner to charge such side payments. All separate agreements between the owner and family must be approved by the CHA.

Adjusted Monthly Income

Since there are twelve months in a year, the Adjusted Annual Income is divided by 12 to determine the Adjusted Monthly Income. (i.e., 11,240 divided by 12 months = 937)

Total Tenant Payment

After calculating the adjusted monthly income, the CHA determines the Total Tenant Payment for the family. The Total

Tenant Payment (TTP) in the Voucher Program is the *greatest* of:

- ◆ 30% of the family's monthly adjusted income (937 X 30% = 281)
- ◆ 10% of the family's gross monthly income (11,960 X 10% = 100)
- ◆ the CHA's minimum rent of \$50.00

You do not have to choose a unit with the bedroom size determined by the Housing Authority, but your portion of the rent may be higher because you have chosen a more expensive rental unit. Under all rental assistance programs, you will either; 1] pay a portion of the rent and receive no utility allowance, or 2] you will not pay any rent and may receive a utility allowance. You will never have to pay a portion of the rent AND receive a utility allowance. Below is a calculation that shows how rent is computed under the Voucher Program:

Martha M. is elderly. Her Social Security is \$500.00 per month. She receives \$218.00 per month under her retirement. She does not have a medical deduction. She is living in a two bedroom unit which rents for \$525.00, with a utility allowance schedule of \$142.00.

\$500.00 + \$218.00 = \$718.00 per month X 12 months	8,616.00
Less \$400.00 elderly deduction	- 400.00
Adjusted Annual Income	8,216.00
Divided by 12 months (\$8,216.00 / 12)	665.00
Monthly Total Tenant Payment (\$661.00 X .30)	200.00
Rent	500.00
Utility Allowance	<u>142.00</u> 2 bedroom <i>all electric</i>
Gross Rent	642.00
Voucher Payment Standard (1 person)	635.00

Rent Calculations:

Gross Rent or Voucher Payment Standard (whichever is less)	635.00
Less the Monthly Tenant Payment	<u>200.00</u>
Total Amount of Rent Subsidy Paid by the Conway Housing Authority	435.00
Amount of Rent to Owner	500.00
Less Amount Paid by Conway Housing Authority	<u>435.00</u>
Total Amount of Rent Paid by Tenant	65.00
Total Amount of Rent Paid by Tenant	65.00
Total Utility Allowance	<u>142.00</u>
Total Tenant Portion of Rent and Utilities	207.00
40% of adjusted income (\$665.00 X 40%)	266.00

Since the 40% is higher (266.00) than the Total Tenant Portion of the Rent and Utilities (207.00), this unit would be approved for rent assistance.

If the utilities for the above unit were different, this calculation shows a unit that will NOT pass:

Amount of Rent to Owner	575.00
Less Amount Paid by Conway Housing Authority	<u>435.00</u>
Total Amount of Rent Paid by Tenant	140.00
Total Amount of Rent Paid by Tenant	140.00
Total Utility Allowance	<u>218.00</u> 2 bedroom <i>all gas</i>
Total Tenant Portion of Rent and Utilities	358.00

Since 40% of Martha's income is \$266.00 and her portion of the rent and utilities is \$358.00, Martha would NOT be eligible to rent this unit.

If the rent for the above was different, this calculation shows a unit that will NOT pass:

Amount of Rent to Owner	575.00
Less Amount Paid by Conway Housing Authority	<u>435.00</u>
Total Amount of Rent Paid by Tenant	140.00
Total Amount of Rent Paid by Tenant	140.00
Total Utility Allowance	<u>142.00</u>
Total Tenant Portion of Rent and Utilities	282.00

Since 40% of Martha's income is \$266.00 and her portion of the rent and utilities is \$282.00, Martha would NOT be eligible to rent this unit. **You cannot pay more than 40% of your adjusted gross income for rent and utilities.**

The unit you choose must pass our Housing Quality Standards (HQS). Below is a list of the items we look for when we do an inspection:

ALL ROOMS

- No flaking or peeling paint, inside or outside of the unit and common grounds
- No holes or cracks that allow drafts
- No severe buckling or deterioration in walls, ceilings, and floors
- All windows must have locks
- No broken or cracked windows
- All electrical outlets must have face plates
- No broken, frayed or exposed wiring
- Unit must be free of vermin and rodent infestation
- Unvented gas space heaters will not be approved if it is the only source of heat
- Each room must have at least one overhead light and one electrical outlet -OR- two electrical outlets
- All light fixtures (inside and outside) must have globes

KITCHEN

- Must have space for preparing food
- Must have sink with hot and cold running water
- Must have working stove (all burners must be working and all knobs present)
- Must have working refrigerator
- Stove and refrigerator must have good seals. ** Stove and refrigerator may be placed in unit at Owner's option. If the Owner does not wish to provide these appliances, the tenant will have to provide them and they must be present and operable before the unit passes HQS.

BATHROOM

- Must have a window that opens or an exhaust fan that works
- Must have an operable toilet that does not leak or run constantly
- Must have a tub or shower with hot and cold running water
- Must have a sink with hot or cold running water
- Bolts anchoring commode to floor must have covers

MISCELLANEOUS

- Must have at least one operable smoke alarm on each floor level
- If there is gas in the unit, there must be at least one carbon monoxide detector near the bedroom. If there are multiple bedrooms separated by another room, then the unit will require two detectors
- Must have a handrail if there are more than three steps going into the unit (you must count the threshold of the door if it is not flush with the top step.)
- Must have a roof and foundation that does not leak
- Must have a banister/porch rail if porch is over 30 inches high
- Plumbing must be in good order and does not leak
- Hot water heater must have a pop-off valve and discharge line
- Gas water heater must be enclosed and vented (see reverse side for diagram)
- Must have at least two exits from the unit in case of fire (operable window may be used as an exit)
- Unit must have its own private entrance
- Mobile homes must be tied down and skirting pulled back at time of inspection to verify
- Skirting and underpinning is not required, however, some action must be taken to avoid freezing of plumbing
- Unit must be structurally sound with no severe defects
- All sinks must have gas traps
- Stairs leading to another floor must have banister/handrail

These requirements MUST be met to bring the unit under Housing Quality Standards (HQS). These are just the minimum requirements and the Housing Authority feels that the owner should maintain the unit above HQS requirements.

1. CERTIFICATION

The Conway Housing Authority (CHA) certifies that the family is eligible to participate in the Section 8 Housing Choice Voucher or HOME Tenant Based Rental Assistance (TBRA) Program. Under this program, the CHA makes housing assistance payments on behalf of participating families toward their rents to owners of decent, safe, and sanitary units.

2. FAMILY PORTION OF RENT

- ◆ Tenant Rent. The total amount that the family will be obligated to pay monthly towards rent and utilities is based on the family's income and is called tenant rent.
- ◆ Family Payment to Owners. The amount that the family will be obligated to pay monthly to the owner will be the amount of the tenant rent unless the family is responsible for paying for any utilities. If the family must pay for utilities directly, the family will pay to the owner the tenant rent minus the CHA determined appropriate allowance for tenant-purchased utilities and services.
- ◆ Changes in Family Income and Allowances. The amount of the family's required tenant rent may change because of changes to the program rules and changes in family income, composition and other allowable deductions such as medical and child care expenses.

3. HOUSING AUTHORITY PORTION OF THE RENT

The Housing Authority will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent in the lease.

4. OBLIGATIONS OF THE FAMILY

A. The family must follow the rules listed below in order to continue participating in the Section 8 Housing Choice Voucher Program.

B. The family must:

- ◆ Supply any information that the CHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- ◆ Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- ◆ Supply any information requested by the CHA to verify that the family is living in the unit or information related to family absence from the unit.
- ◆ Promptly notify the CHA in writing when the family is away from the unit for an extended period of time in accordance with CHA policies.
- ◆ Allow the CHA to inspect the unit at reasonable times and after reasonable notice.
- ◆ Notify the CHA and the owner in writing before moving out of the unit or terminating the lease.
- ◆ Use the assisted unit for residence by the family. The unit must be the family's only residence.
- ◆ Promptly notify the CHA in writing of the birth, adoption, or court-awarded custody of a child.
- ◆ Request CHA written approval to add any other family member as an occupant of the unit.
- ◆ Promptly notify the CHA in writing if any family member no longer lives in the unit.
- ◆ Give the CHA a copy of any owner eviction notice.
- ◆ Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- ◆ Pay tenant portion of rent to the owner in accordance with the lease agreement.
- ◆ Notify the CHA within ten (10) days of any change in household income.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:

- ◆ Rent from an immediate family member (an exception may be granted for a disabled/elderly person).
- ◆ Own or have any interest in the unit (other than a cooperative).
- ◆ Commit any serious or repeated violation of the lease.
- ◆ Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- ◆ Participate in illegal drug or violent criminal activity.
- ◆ Sublease or let the unit or assign the lease or transfer the unit.
- ◆ Receive Section 8 Housing Choice Voucher or HOME TBRA housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- ◆ Damage the unit or premises (other than damage from normal wear and tear) or permit any guest to damage the unit or premises.

5. ILLEGAL DISCRIMINATION

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The CHA will give the family information on how to fill out and file a complaint.

6. TERMINATION OF ASSISTANCE

A. If the family voluntarily vacates the unit, there is no guarantee that further housing assistance will be provided.

B. The HA may drop program assistance for a participant, for any of the reasons listed below:

- ◆ If the family violates any family obligations under Section 4;
- ◆ If any member of the family has even been evicted from public housing;
- ◆ If a Housing Authority has ever terminated assistance under the Section 8 Housing Choice Voucher, or HOME TBRA program for any member of the family;
- ◆ If any member of the family participates in illegal drug or violent criminal activity;
- ◆ If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- ◆ If the family currently owes any money to the CHA or another Housing Authority in connection with Section 8, HOME TBRA, or public housing assistance;
- ◆ If the family has not reimbursed any Housing Authority for amounts paid to an owner under a contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- ◆ If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority; or
- ◆ If the family engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

A SIGNED COPY OF "FAMILY OBLIGATIONS UNDER THE SECTION 8 PROGRAM" WILL BE RETAINED IN THE TENANT FILE AT THE CONWAY HOUSING AUTHORITY OFFICE.

DWELLING LEASE

1. This Lease Agreement made on this ____ day of _____, by and between _____ (herein called Lessor) and _____ (herein called Lessee).
2. The location of the premises is _____.
3. The initial monthly rent is \$_____.
4. The initial term of this lease begins on _____ and ends on _____. After the initial lease term, the lease term shall renew automatically as follows: _____.
5. The monthly rental stipulated herein shall include range, refrigerator, and the following utilities _____, all of which Lessor covenants and agrees to furnish to Lessee. The Lessee will pay for the following utilities not paid for by the Lessor _____.
6. Said rent shall be payable monthly in advance on or before the first calendar day of each month at _____ to Lessor or such other person as the Lessor from time to time by written notice designates.
7. The Lessor shall neither (a) terminate the tenancy during the term of the Contract and Assisted Lease, nor (b) refuse to enter into a new Assisted Lease with the Lessee, unless the Lessor decides not to enter into a new Contract with respect to the unit, except for:
 - a. serious or repeated violation of the terms and conditions of the Lease;
 - b. violation of applicable Federal, State or local law; or
 - c. other good cause.
8. Without the Lessor's written consent, Lessee shall not assign this lease, give accommodations to any roomers, lodgers or other persons not listed in this paragraph; permit the unit of the premises for any purpose other than as a private dwelling solely for the Lessee and his family, consisting of the following persons:
 9. The Lessee agrees as follows
 - a. To pay the rent promptly when due.
 - b. To keep the premises in a clean and sanitary condition and to comply with all laws, health and policy requirements, with respect to said premises and appurtenances.
 - c. Not to use the premises for any purpose deemed hazardous by insurance companies carrying insurance thereon.
 - d. That if any damage to the property shall be caused by his acts or neglect, the Lessee shall forthwith repair such damage at his own expense, and should the Lessee fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the Lessor may, at his option, make such repairs and charge the cost thereof to the Lessee and Lessee shall thereupon reimburse the Lessor for the cost of damage so caused.
 - e. Permit the Lessor or his agents to enter the premises for the purpose of making reasonable inspections or repairs at reasonable times between the hours of 9:00 a.m. and 5:00 p.m.
 - f. Not to install washing machine or dryer connections in the dwelling unit without prior written permission of the Lessor.
 10. No alteration, addition, or improvement to the property shall be made in or on the premises without the consent of the Lessor in writing.
 11. The Lessee agrees to make a deposit of \$_____ against any damage except reasonable wear done to the premises by Lessee, his guest or agent. Upon termination of this lease, the deposit is to be refunded to the Lessee or to be applied to any such damage or any rent delinquency.
 12. Failure of the Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms covenant, agreement or condition, but the same shall continue in full force and effect.
 13. In return for the Lessee's continued fulfillment of the terms and conditions of this agreement, the Lessor covenants that the Lessee may at all times while this agreement remains in effect, have and enjoy for his sole use and benefit, the property hereinafter described.
 14. The attached Addendum to the Lease is made a part of this Lease Agreement.

Lessor/Owner/Agent

Lessee/Tenant

Witness

Spouse/Other Adult

Other Adult

TO: ALL PARTICIPANTS OF SECTION 8 EXISTING HOUSING PROGRAM

FROM: LORNA SIMMONS, DEPUTY DIRECTOR

The Department of Housing and Urban Development (HUD) is seriously concerned about fraud in the Section 8 Existing Housing Programs and has asked us, the Conway Housing Authority (CHA), to send this reminder to all families in the program. Going along with these simple rules will help you stay in the Section 8 Existing Housing Program and help the program run fairly and honestly. Not following these rules could result in referral of the matter for investigation and your being accused of a Federal Crime.

Whenever appropriate, we will ask you for information about your income and your family size so that we can determine you are paying the right rent to your owner and that your house or apartment is the right size for your family. When we ask for this information, be sure to:

1. Let us know about ALL INCOME received by members of your household and income that you expect to receive in the next year. Many people forget about income from second jobs, part-time jobs, overtime, child support and social security benefits received for minor children.
2. Let us know the name of everyone expected to live in your household in the next year. If your family size increases, we will help you find a larger place to live.

Your rent payment to your owner must not be more than the amount in your lease that we calculated at the time of our review. If you are now paying (or if your owner asks for) any money in addition to this payment, PLEASE REPORT THIS TO US AT ONCE. We will determine if these extra payments are legal. Most of these payments are illegal and appropriate action will be taken against the owner. We will review your case and get back to you shortly. If necessary, we will help you find another place to live.

It is very important that you report all income and any changes in the number of people living with you. We urge you to be sure that you are meeting these responsibilities so that you will continue to receive assistance and so that this program can serve as many families as possible.

If you know of any cases of fraud by owners or CHA employees, or if you have any questions, please call 327-0156. Thank you for your cooperation.

One of the greatest features of the tenant-based assistance programs is that your assistance “moves” with you. You can use your assistance to move not only across town but also to anywhere in the United States within the jurisdiction of a Housing Authority with a tenant-based assistance program. The HUD term for the ability to move outside your current Housing Authority’s jurisdiction with rental assistance is *portability*. There are restrictions on portability.

Important Notice: Due to funding constraints, the Conway Housing Authority (CHA) may be unable to allow any participant to transfer their assistance from Faulkner County. We may allow a transfer if the Agency where the participant wishes to move to will absorb the voucher. The Conway Housing Authority will have to obtain an agreement from the receiving housing authority before any move will be authorized.

FACTS ABOUT PORTABILITY YOU SHOULD KNOW

- ◆ The Housing Authority where you want to move may have different rules, policies and deadlines.
- ◆ There will be a different payment standard.
- ◆ The new Housing Authority will have different utility allowances that will affect the amount you pay for rent.
- ◆ A different size voucher may be issued to you.
- ◆ When you are first issued a voucher, you are always subject to the income limits of the Housing Authority where you want to live.

PORTABILITY AND FAMILY SELF-SUFFICIENCY

If you are participating in the Family Self-Sufficiency (FSS) program, make sure that you discuss moving with your case manager. If you cannot fulfill your FSS obligations at the new location, your FSS contract may be terminated and you may lose your escrow balance, if you have one.

A participant family has the right to receive tenant-based rental assistance outside the initial Housing Authority jurisdiction [anywhere in the USA] after the participant has received rental assistance at the same location for a minimum of one year. The Housing Authority may not provide portability assistance if the family has moved out of its assisted unit in violation of the lease.

RESPONSIBILITY OF THE INITIAL HOUSING AUTHORITY AND PARTICIPANT

The Housing Authority will advise the family how to contact and request assistance from the receiving Housing Authority. The family must promptly contact the receiving Housing Authority and comply with the receiving Housing Authority’s procedures for incoming portability. The participant family will provide the Housing Authority with a request that they want to transfer their assistance to another jurisdiction. The initial Housing Authority will send your portability papers to the receiving Housing Authority. This would include: 1] The current HUD 50058; 2] Copies of the income verification for the current HUD 50058; 3] Copy of the family’s Voucher; 4] The Portability form, HUD 52665; and 5] Family Self-Sufficiency information, if applicable.

RESPONSIBILITY OF THE RECEIVING HOUSING AUTHORITY

The Housing Authority will provide assistance when a family has a right to lease up under portability. The Housing Authority’s waiting list and selection preferences do not apply. The Housing Authority may opt to screen using the receiving Housing Authority’s screening criteria only if the family is not a current participant.

The Housing Authority will notify the initial Housing Authority whether it will bill the initial Housing Authority for assistance or absorb the family. The receiving Housing Authority will issue a voucher to the family and decide whether to extend or suspend it. The family unit size will be based on the subsidy standards of the receiving Housing Authority. The Housing Authority will perform all program functions such as re-examinations of family income and composition.

At any time, the initial or receiving Housing Authority may make a determination to deny or terminate assistance to the family in accordance with program regulations.

Arkadelphia Housing Auth
670 South 6th Street
Arkadelphia, AR 71923
Phone: 870-246-4632
Fax: 870-246-3202

Ashley County Housing Auth
202 South Mulberry Street
Hamburg, AR 71646
Phone: 870-853-2587
Fax: 870-853-5988
TDD: 800-285-1121

Benton Public Housing Auth
1200 West Pine Street
Benton, AR 72015
Phone: 501-778-7302
Fax: 501-778-0018

Bentonville Housing Authority
808 North Main
Bentonville, AR 72712
Phone: 479-273-1215

Brinkley Housing Authority
501 West Cedar
P O Box 589
Brinkley, AR 72021
Phone: 870-734-3165
Fax & TDD: 870-734-4082

Cabot Public Housing Agency
6 Shane Drive
P O Box 610
Cabot, AR 72023
Phone: 870-843-6131
Fax: 870-843-6396

Camden Housing Authority
800 Monroe Street NW
P O Box 39
Camden, AR 71711
Phone: 870-836-9309
Fax: 870-836-3243

Clarendon Housing Authority
P O Box 272
Clarendon, AR 72029
Phone & TDD: 870-747-3366
Fax: 870-747-3004

Clay County Housing Dept
160 East Main Street
Piggott, AR 72454
Phone: 870-598-2631
Fax: 870-598-2031

Crawford County Public
Facilities
11A Pointer Trail West
Van Buren, AR 72956
Phone: 479-474-0512
Fax: 479-474-0534

DeValls Bluff Housing Auth
753 East Walnut Street
DeValls Bluff, AR 72041
Phone: 870-998-2812
Fax: 870-998-2812

DeWitt Housing Authority
105 West 4th Street
P O Box 447
DeWitt, AR 72042
Phone: 870-946-2622
Fax: 870-946-2655

Drew County Public
Facilities Board
444 Highway 425 North
Monticello, AR 71655
Phone: 870-367-3973
Fax: 870-367-2392
TDD: 800-285-1131

Fayetteville Housing Authority
1 North School Avenue
Fayetteville, AR 72701
Phone: 479-521-3850
Fax: 479-442-6771

Fort Smith Housing Authority
2100 North 31st Street
Fort Smith, AR 72904
Phone: 479-782-4991
Fax: 479-782-0120

Harrison Housing Authority
710 North Robinson
P O Box 1715
Harrison, AR 72601
Phone: 870-741-8673
Fax: 870-741-6369

Hope Housing Authority
720 Texas Street
Hope, AR 71801
Phone & TDD: 870-777-5742
Fax: 870-777-1593

Hot Springs Housing Authority
1004 Illinois Street
Hot Springs, AR 71901
Phone: 501-318-0156
Fax: 501-624-4420
TTD: 501-318-0137

Jacksonville Housing Authority
P O Box 734
Jacksonville, AR 72076
Phone: 501-982-2267
Fax: 501-982-3088

Johnson County Housing
Agency
215 West Main, Room E
P O Box 353
Clarksville, AR 72830
Phone: 479-754-7565
Fax: 479-754-9765

Jonesboro Housing Authority
330 Union Street
Jonesboro, AR 72401
Phone: 870-935-9800
Fax: 870-935-6872
TTD: 870-935-9207

Lake Village Housing Authority
707 Mulberry Street
Lake Village, AR 71653
Phone: 870-265-3851
Fax: 870-265-2705

Lee County Housing Authority
100 West Main
Marianna, AR 72360
Phone: 870-295-5063
Fax: 870-295-4635

Housing Authority of Little
River County
215 North Madden Street
P O Box 445
Foreman, AR 71836
Phone: 870-542-6464
Fax: 870-542-6499
TTD: 870-542-6464

Little Rock Housing Authority
100 South Arch Street
Little Rock, AR 72201
Phone: 501-340-4821
Fax: 501-340-4845

Logan County Public Housing
366 North Broadway
Booneville, AR 72927
Phone: 479-675-3744
Fax: 479-675-5739

Lonoke County Housing Auth
617 North Greenlaw Avenue
P O Box 74
Carlisle, AR 72024
Phone: 870-552-3554
Fax: 870-552-3555
TDD: 800-545-1833 ext 828

Malvern Housing Authority
100 Gloster Street
Malvern, AR 72104
Phone & TDD: 501-332-3652
Fax: 501-332-3653

McGehee Housing Authority
P O Box 725
McGehee, AR 71654
Phone: 870-222-3732
Fax: 870-222-3701

Mississippi County Public
Facilities Board
810 West Keiser
Osceola, AR 72370
Phone: 870-563-2660
Fax: 870-563-4552

Morrilton Housing Authority
123 South Cherokee
Morrilton, AR 72110
Phone: 501-354-2330
Fax: 501-354-6641

Southwest Arkansas Dev
P O Box 1515
Nashville, AR 71852
Phone: 870-845-2562
Fax: 870-845-2562

North Little Rock Housing Auth
2201 Division Street
North Little Rock, AR 72115
Phone: 501-758-8911
Fax: 501-758-6087

Paragould Housing Authority
612 East Canal Street
Paragould, AR 72450
Phone: 870-239-8084
Fax: 870-236-2475

Phillips County Housing
Agency
104 Stratton Drive
Helena, AR 72342
Phone: 870-338-3476
Fax: 870-338-7824

Pike County Housing Authority
908 Dixon Circle
Murfreesboro, AR 71958-0241
Phone: 870-285-2412
Fax: 870-285-2918

Housing Authority of Pine
Bluff
2503 Belle Meade Drive
Pine Bluff, AR 71611
Phone: 870-536-2074
Fax: 870-536-3065

Black River Area Development
1403 Hospital Drive
Pocahontas, AR 72455
Phone: 870-892-4547 ext 241
Fax: 870-892-0707

Polk County Housing Authority
509 South Morrow Street
Mena, AR 71953
Phone: 479-394-1565
Fax: 479-394-7026

Prescott Housing Authority
P O Box 119
Prescott, AR 71857
Phone: 870-887-3718
Fax: 870-887-6374

Pulaski County Housing
201 South Broadway, Ste 220
Little Rock, AR 72201
Phone: 501-340-8384
Fax: 501-340-8951

Russellville Housing Authority
115 South Denver Avenue
Russellville, AR 72811-0825
Phone: 479-968-5440
Fax: 479-967-5493

St. Francis County Housing
Authority
116 South IZard Street
Forrest City, AR 72335
Phone: 870-633-2781
Fax: 870-633-2779
TDD: 870-633-2793

Scott County Housing Agency
190 West 1st Street, Box 3
Waldron, AR 72958
Phone: 479-637-2341
Fax: 479-637-2341

Searcy Housing Authority
501 South Fir Street
Searcy, AR 72143
Phone: 501-268-8547
Fax: 501-268-7320

Housing Auth of Siloam
Springs
1255 West Tulsa Street
Siloam Springs, AR 72761
Phone: 479-524-8117
Fax: 479-524-4354

Area Agency on Aging of
Southwest Arkansas, Inc.
600 Columbia 11 East
P O Box 1863
Magnolia, AR 71754
Phone: 870-234-7410 or
Phone: 800-272-2127
Fax: 870-234-6804

Springdale Housing Authority
5 Applegate Drive
Springdale, AR 72764
Phone: 479-751-0560
Fax: 479-756-8059

Star City Housing Authority
301 East Joslyn Street
Star City, AR 71667
Phone & TDD: 870-628-4500
Fax: 870-628-6254

Stuttgart Housing Authority
1600 South Main
Stuttgart, AR 72160
Phone: 870-673-3701
Fax: 870-673-3050

Texarkana Housing Authority
110 Bramble Courts
Texarkana, AR 71854
Phone: 870-773-7691 ext 26
Fax: 870-772-1157

Housing Authority of the City
of Texarkana
1611 North Robison Road
Texarkana, AR 75501
Phone: 903-838-8548
Fax: 903-832-2899

Trumann Housing Authority
109 Spruce Drive
Phone & TDD: 870-483-5223
Fax: 870-483-5411

Universal Housing
301 East 3rd Street
Russellville, AR 72801
Phone: 479-968-5001
Fax: 479-968-5002

Walnut Ridge Housing
Authority
109 West Walnut
P O Box 225
Walnut Ridge, AR 72476
Phone: 870-886-7816
Fax: 870-886-5228

Warren Housing Authority
801 West Central Street
Warren, AR 71671
Phone: 870-226-2600
Fax: 870-226-7100

West Helena Housing Auth
115 North 3rd Street
P O Box 2667
West Helena, AR 72390
Phone: 870-572-6702
Fax: 870-572-6703

West Memphis Housing Auth
2820 Harrison Street
West Memphis, AR 72301
Phone & TDD: 870-735-3520
Fax: 870-735-1772

White River Regional Housing
999 East Main Street
P O Box 650
Melbourne, AR 72556
Phone: 870-368-5200
Fax: 870-368-5203

Wynne Housing Authority
200 Fisher Place
P O Box 552
Wynne, AR 72396
Phone: 870-238-3842
Fax: 870-238-0305

The Conway Housing Authority may terminate rental assistance for the following reason[s]:

- ◆ The family violates a Family Obligation under the Section 8 Housing Choice Voucher Program.
- ◆ The family violates their lease requirements.
- ◆ Any member of the family has ever been evicted from federal assisted housing in the last five years.
- ◆ A Housing Authority has ever terminated assistance under the pre-merger Certificate or Voucher Program for any member of the family.
- ◆ Any member of the family commits fraud, bribery or any other corrupt act in connection with any federal housing program.
- ◆ Any member of the family commits drug-related criminal activity or violent criminal activity.
- ◆ Any family member is illegally using a controlled substance.
- ◆ Any family member's abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- ◆ The family currently owes rent or other amounts to the CHA or to another Housing Authority in connection with Section 8 or any housing assistance program under the 1937 Housing Act.
- ◆ The family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- ◆ The family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority.
- ◆ A family participating in the FSS program fails to comply, without good cause, with the family's FSS Contract of Participation.
- ◆ The family has engaged in or threatened abusive or violent behavior toward CHA personnel.
- ◆ Once under lease, families selected to receive HOME TBRA can be terminated if the Family Income exceeds 80% of the area median income.

MANDATORY PERMANENT INELIGIBILITY & TERMINATION

- ◆ The Housing Authority must permanently deny eligibility or terminate the assistance of any person convicted of manufacturing or producing methamphetamine, commonly referred to as "speed".

It is important to the CHA that families are provided all rights and protections under the law and HUD regulations. It is suggested that you seek an explanation from the Conway Housing Authority [CHA] The is required to adopt written procedures for conducting informal hearings for participants of the Section 8 Housing Choice Voucher program.

A participant family may request an informal hearing to consider whether the following CHA decisions or determinations pertaining to the family are in accordance with the law, HUD regulations and CHA policies.

- ◆ Determination of the family's annual or adjusted income used to calculate the housing assistance payment.
- ◆ Determination of the appropriate utility allowance from the CHA's utility allowance schedule.
- ◆ Determination of the family unit size under the CHA subsidy standards, and whether an exception will be granted.
- ◆ Decision to terminate housing assistance because of the family's action or failure to act, including absence from the assisted unit for longer than the maximum period permitted.

A family receiving assistance may **NOT** request an informal hearing on a CHA decision concerning the following:

- ◆ General policy issues or class grievances.
- ◆ Unit does not meet Housing Quality Standards [HQS] or owner has failed to maintain unit in decent, safe and sanitary condition or family is overcrowded.
- ◆ When owner has violated Housing Assistance Payments Contract between the owner and the CHA.
- ◆ Extension of Voucher on transfer to another unit.

A Family receiving assistance may request an informal hearing on a CHA decision as listed above. This must be in the form of a written request and must be received at the CHA office within fourteen (14) days of the date of termination notice or must be postmarked by the United States Post Office within fourteen (14) days of the date of the termination notice.

If a family does request a hearing, one will be scheduled promptly and the family will be notified in writing of the date, time and location of the hearing. Families may bring legal counsel, witnesses, and evidence to the hearing.

Upon request, the family may also obtain copies of any documents or evidence upon which the CHA's action or inaction was based, prior to the hearing and at the family's expense. The family will also be required to provide to the CHA, prior to the hearing, copies of any documents or evidence it plans to use at the hearing.

Informal hearing must be conducted by any person[s] designated by the Housing Authority except anyone who made or approved the decision under review or a subordinate of such person;

- ◆ The Family can have, at its own expense, a lawyer or someone else to represent them at the hearing.
- ◆ The person presiding at the hearing can regulate the conduct of the hearing.
- ◆ Both sides shall present their evidence and may question witnesses [but are not governed by court rules over the admissibility of evidence].

The person who conducted the hearing must issue a written decision within fourteen (14) calendar days. The decision will include reasons for the decision, which are based only on facts presented at the hearing.

IMPORTANCE OF FAMILY RENT PAYMENT TO THE OWNER

When you sign a lease with an owner, you are obligated to pay your share of the rent on the first of each month in accordance with your lease. If you fail to pay your rent, you will be subject to eviction by the owner. Serious and repeated violations of the lease may also result in the termination of housing assistance.

Remember, the lease that you sign is a legal contract, and both parties must comply with their obligation.

When a change in your income occurs, contact the Section 8 Office immediately for further instructions. A CHA representative will set up a meeting with you so the changes can be verified. If your income should change, your portion and the CHA's portion of the rent to the owner may change. Both you and the owner will be given a written notice before the change goes into effect.

It is illegal for you to make additional payments to the owner to cover a rent amount that is higher than the Housing Authority rent limit, and it is illegal for the owner to charge such side payments. All separate agreements between the owner and family must be approved by the CHA.

ANNUAL REQUIREMENTS

HUD requires that all families be re-certified at least annually. You will receive a letter from the Section 8 Office advising you when you are due to be re-certified. This meeting will be scheduled 60-90 days before your recertification date to allow the CHA to obtain documentation in a timely manner. An appointment will be scheduled to review your household income and composition. CHA will not permit recertification paperwork to be completed through the mail. When you receive your recertification letter, make the necessary arrangements to attend your scheduled meeting.

The CHA is required to inspect your housing unit at least annually. You will be notified of the date and time of the inspection by letter. It is your responsibility to make sure that an adult is there to allow the inspector to enter the premises. Again, we are counting on your cooperation so that there will not be any interruptions in your housing assistance.

REQUIREMENTS BETWEEN ANNUAL RECERTIFICATIONS

When a family member moves out of your unit, you must report this change [in writing] to the CHA immediately.

If you are considering having someone move into your unit, you must first notify the CHA, because all family members of the household must be approved by the CHA. If the person being added to your paperwork is over 18, they must sign the necessary paperwork and a criminal background check completed BEFORE they can be approved to move into the unit.

ZERO ASSISTANCE

If your family has an increase in income that causes your share of the rent to equal or exceed the amount of the total rent, the housing assistance payment from the CHA to the owner will be reduced to zero. If your family remains in the unit, the Housing Assistance Contract with the owner will remain in effect for 180 calendar days.

During this 180-day period, your family is still considered to be on the program, even though assistance payments are not being made. If you have a reduction in income and become eligible for assistance during this 180-day period, the CHA will resume payments to the owner based on the new amount of the family's income.

All changes in the household must be reported IN PERSON to the Section 8 Office within ten (10) days. You will be required to complete a change form and bring in necessary documentation to verify the change. This documentation may be brought in at a later date with approval from the Section 8 Office.

NO CHANGES WILL BE MADE AFTER THE 20TH OF THE MONTH WITHOUT PRIOR NOTICE TO THIS OFFICE.

CHANGE IN INCOME

- ◆ ***Working Fewer Hours*** - pick up employment verification form from the office.
- ◆ ***Working More Hours*** - pick up employment verification form from the office.
- ◆ ***Started a Job*** - pick up employment verification form from the office.
- ◆ ***Loss of Job*** - must supply verification you have applied for unemployment and TEA/TANF and the outcome.
- ◆ ***Changed Jobs*** - pick up employment verification form from the office.
- ◆ ***Off Work due to Medical Reasons*** - verification from work stating you are not working and whether you are eligible for sick pay, along with copies of doctor's statement showing the length of time you will be off work.
- ◆ ***Loss of Child Support*** - must supply verification of no support received for a minimum of two months from child support office or Court House.
- ◆ ***Child Support Started*** - printout from child support office or Court House.
- ◆ ***Started Paying Child Care*** - pick up a child care form from the office.
- ◆ ***Started Receiving Social Security or SSI on yourself or a family member (including children)*** - must supply a printout from the Social Security Office or a copy of the award letter you received.

CHANGE IN FAMILY SIZE

Add a child - must have birth certificate and social security card. If you are adopting, I must have verification of adoption proceedings/court records. In order to add a child that is not your immediate family member (you are not the birth parent of the child), you must have court-awarded custody of the child in order to add that child to your household.

Add another adult - must supply birth certificate, driver's license, social security card, and verification of income. You must also supply a copy of the marriage license, if applicable. **If person being added to lease is over 18, they must sign paperwork and criminal background check completed BEFORE approval will be given to add them to your lease.**

Family member moves out - must supply name of family member and the new address.

Divorce - need copy of divorce decree, custody agreement, and/or separation agreement.

**ALL CHANGES MUST BE DOCUMENTED.
PLEASE RECORD YOUR CHANGE BELOW AND RETURN THIS FORM
TO THE SECTION 8 OFFICE AS SOON AS POSSIBLE.**

***Failure to report any change in household composition
and income may result in termination of assistance.***

Most families who are selected for the program comply with the rules, but occasionally some do not. It is always unpleasant when someone violates the rules and penalties are required. To prevent families from embarrassment and hardship, the program rules need to be thoroughly understood. The most common violations are as follows:

- ◆ **Unauthorized Household Members** – The persons you list on your application for housing assistance and lease are the only persons who may reside in your unit. If you permit anyone who has not been approved by the CHA to reside in your unit, it is a violation of the Family Obligations, and would result in the loss of your housing assistance. Contact the Section 8 Office for approval *before* you allow someone to move into your unit.

- ◆ **Under-Reporting Income** – Whenever you are interviewed by the CHA, you will be asked to report all income received by everyone in your household. If a family withholds income, it causes the CHA to pay more money to the owner than the law requires. This is also a violation of a Family Obligation. In these cases, the family is required to repay the money, and in addition, could result in loss of assistance and, in some cases, criminal prosecution.

- ◆ **Subleasing the Unit** – When the CHA approves a unit for your family, it is for your family only. It is illegal for any family on the program to lease all or a part of their unit to anyone.

- ◆ **Not Reporting Changes** – Failure to report changes in income or family members could result in repayment of money, loss of assistance, and, in some cases, criminal prosecution.

- ◆ **Not Providing Information or Documents** – When the CHA requests that you furnish additional information or documents, it is because it is a program requirement. If you do not furnish the information or documents requested, your application cannot be verified. This applies every time you are due for re-certifications.

- ◆ **Utilities** – Failure to maintain utilities is grounds for termination of assistance.

- ◆ **Inspections** – Failure to be home to complete the initial, annual, follow up or quality control inspection is grounds for termination of assistance.

HELPFUL PHONE NUMBERS TAKEN FROM LOCAL PHONE BOOK



CITY OF CONWAY

Fire Dept. (911 for fire)	450-6147
Hospital	329-3831
Housing Authority	327-0156
Police Department	450-6120
Post Office	730-0960
Revenue Office	329-2601

FAULKNER COUNTY

Area Agency on Aging	329-9488
Health Department	450-4941
Library	327-7482
Literacy Council	329-7323
Senior Citizens-Conway	327-2895
Senior Citizens-Greenbrier	679-3103
Senior Citizens-Vilonia	796-4680
Sheriff's Office	450-4914
Tax Assessor	450-4905
Tax Collector	450-4921

GENERAL

ABC Home Health	329-2258
Adult Education	450-4810
AR State Police	618-8500
Bethlehem House	329-4862
Big Brothers/Sisters	336-9505
Boys & Girls Club	329-8849
CAPCA	329-3891
CAPDD/Workforce	730-9865
Carelink	329-9488
Child Support Enforce.	329-1721
Credit Counseling	450-9399
Counseling Associates	336-8300
DHS Office	730-9900
Habitat for Humanities	513-3244
Head Start	329-2169
Hospice	336-9172
Lifeline Program-CRMC	329-9377
Transitional Care-CRMC	450-2392
Women's Shelter	329-7405
WAGE	730-9867

TOLLFREE NUMBERS

Adult Protection	1-800-482-8049
Carelink Medicare Part C	1-800-482-6359
Child Abuse Hotline	1-800-482-5964
ElderCare	1-800-633-4227
Equifax Credit	1-888-532-0179
Experian Credit	1-888-397-3742
Fair Housing	1-800-340-9108
Federal Express	1-800-463-3339
Hospice	1-800-479-1219
HUD Complaint	1-800-955-2232
Legal Aide	1-800-950-5817
Poison Hotline	1-800-376-4766
Rape Crisis	1-800-813-5433
Social Security	1-800-772-1213
TransUnion Credit	1-800-888-4213
UPS	1-800-742-5877
Veterans Admin.	1-800-827-1000

UTILITY COMPANIES

Conway Corporation	450-6000
Entergy	1-800-368-3749
Centerpoint (Arkla)	1-800-992-7552

SCHOOLS

Conway Superintendent	450-4800
Greenbrier Superintendent	679-4808
Mayflower Superintendent	470-0506
Vilonia Superintendent	796-2113

In January 2006, President Bush signed a law known as the Violence Against women and Department of Justice Reauthorization Act of 2005. Portions of this law create new protections for victims of domestic violence, dating violence and stalking who are residents in Public Housing or who are assisted with Section 8 Rental Assistance.

The following is a brief summary of the principal provisions of the new law, which is known as "VAWA". Additional details are set forth in the brochure delivered with this notice.

You should know that:

1. **Admissions:** That an applicant is or has been the victim of domestic violence, dating violence, or stalking (see attached brochure for definitions of these terms) is not an appropriate basis on which to deny program assistance or for denial of admission if the application other qualifies for assistance or admission.

2. **Lease Terms:**

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be 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 rights of the victim of that violence.
- Additionally, your tenancy, assistance or occupancy rights will not be terminated as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of your household, a guest or another person under your control, and you or an immediate family member is the victim.

You should also know that there are some limitations to these protections:

- Your tenancy and/or assistance *may be* terminated if the owner, manager, or housing authority can demonstrate "an actual and imminent threat" to other tenants or to persons employed at or providing services to the development.
 - So long as the owner, manager or housing authority does not apply a more demanding standard to you than to other tenants, your tenancy and/or assistance *may be* terminated for lease violations that are not based on an incident or incidents of domestic violence, dating violence, or stalking for which VAWA provides protections.
 - If you claim protection under VAWA against termination of your tenancy or assistance, the owner, manager, or housing authority may require you to deliver a certification concerning the incident or incidents that you believe raises the VAWA protections. If you do not deliver this certification within the time allowed, you will lose your legal protections under VAWA.
3. **Certification:** There are three ways to certify if the owner, manager or housing authority requests you to do so. The law allows you to fill out a HUD-approved form, which will be delivered to you by the housing authority, or you may provide a police report or court record, or you may have a professional person whom you consulted about the domestic violence, dating violence or stalking provide documentation as described more fully in the attached brochure. *You must deliver the certification in one of these three ways within 14 business days after your receipt of the owner, manager or housing authority's request for certification.*
4. **Confidentiality:** Information provided by you about an incident or incidents of domestic violence, dating violence or stalking involving you or a member of your household will be held by the owner, manager, or housing authority in confidence and not shared without your consent, *except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of the law.*
5. **Removal of/Termination of Assistance to Perpetrator of Physical Violence:** VAWA contains a new provision of federal law that allows the owner or manager to terminate the tenancy of and evict a tenant or other lawful occupant, and/or the housing authority to terminate assistance to a participant in the Section 8 program, who engages in criminal acts of physical violence against family members or others. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing, denying assistance to, or otherwise penalizing other household members.
6. **Portability/Moving to Another Location:** If you are otherwise in compliance with you lease and other Section 8 requirements, and you must relocate in order to protect the health or safety of a person who was or is the victim of domestic violence, dating violence or stalking you may move (port) to another location even though you are breaking your lease when doing so. However, the victim must have a reasonable belief that he or she is imminently threatened by harm from further violence if he or she remains in the present location.

Each adult household member of a family participating or applying to participate in Conway's Section 8 Housing Choice Voucher Program will be required to sign a form titled "Debts Owed to Public Housing Agencies and Terminations." The form must be signed by each adult household member at the family's next interim or annual recertification appointment. By signing the form, each adult household member will be acknowledging receipt of the information provided below. Failure to sign any form may result in termination of the family's rental assistance.

What information about you and your tenancy does the U. S. Department of Housing and Urban Development (HUD) collect from the Conway Housing Authority and other Public Housing Agencies (PHAs)?

1. Full name, date of birth, and Social Security number of each member of your household
2. Amount of any balance you owe a PHA (up to \$500,000.00) and an explanation for the 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.)
3. Whether or not you have entered into a repayment agreement for the amount that you owe a PHA
4. Whether or not you have defaulted on a repayment agreement
5. Whether or not a PHA has obtained a judgment against you
6. Whether or not you have filed for bankruptcy
7. The negative reason(s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.), as the end of participation date

Who will have access to the information collected?

HUD employees, PHA employees, and contractors of the PHA and HUD.

How will this information be used?

Every PHA across the country will have access to this information during the time of application for rental assistance and re-examination 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, your current rental assistance may be terminated and your future request for HUD rental assistance may be denied for a period of up to ten (10) years from the date you moved out of an assisted unit or were terminated from a HUD rental assistance program.

How long is the debt owed and termination information maintained in the Enterprise Income Verification (EIV) system?

Debt owed and termination information will be maintained in HUD's database for a period of up to ten (10) years from the termination of assistance date

What are my rights?

1. To have access to your records maintained by HUD
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 thirty (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?

You should contact the PHA who has reported this information about you, in writing, if you disagree with the reported information. Inform the PHA who has reported this information that you dispute the information and provide any documentation that supports your dispute.

Disputes must be made within three years from the end of participation date. Otherwise the debt and termination information is 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 national database.

The PHA will notify you in writing of its action regarding your dispute within thirty (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.

Who is responsible for the utilities?

Utilities must be in service at all times (either tenant or owner supplied); otherwise, the authority cannot pay assistance on the rental unit. Random spot checks of meters are made throughout the year. If gas, water or electric services is off, your unit does not meeting Housing Quality Standards and is cause for termination of assistance.

How does a Section 8 lease work?

The lease and/or lease addendum, which must be approved by the Housing Authority, spells out the details of the rental agreement between the renter and the owner. It must include:

- ◆ The name of the head of household, all family members living in the housing, and the property owner or manager.
- ◆ The address of the housing to be occupied.
- ◆ The lease will specify utilities furnished by owner or tenant.
- ◆ The amount of the security deposit.
- ◆ A complete list of maintenance and other services provided.
- ◆ Only the individuals listed on the lease are eligible to live or stay in your unit. You may be evicted for violating this condition.

How much will I pay under the Section 8 program and will I receive a utility allowance check?

The Housing Authority must figure your portion of the rent on a formula basis, taking into consideration your income and allowable deductions. However, you cannot pay more than 40% of your adjusted income toward your portion of the rent and utilities. All payments are based on gross annual income. If you pay for your own utilities, you will receive a deduction in the amount of rent you pay to the owner, and in some cases, this qualifies you for a utility allowance check

When should changes in income or family members reported?

Any changes in income or family size must be reported in person to the Section 8 Office within 10 days. There are change forms available at the Section 8 office.

What happens when the owner increases the rent?

In most cases, an increase in rent means an increase in your portion of the rent. If you think the rent is too high, the authority will issue you another voucher so that you can find a less expensive unit. An owner cannot increase your rent during the initial twelve-month term of the lease.

Will I lose my assistance if I get a job?

Income from a job will affect your share of the rent under this program, but it does not necessarily mean you will lose your rental assistance. Your rent is calculated by the Housing Authority according to federal regulations and must be recalculated any time your income or family size changes.

What happens during this review?

You will be notified of your re-examination approximately 60-90 days before the anniversary of your move-in date. An appointment will be scheduled. If you do not attend this interview process, your assistance will be terminated for failure to cooperate on annual re-certifications. After an interview in the office, your Section 8 caseworker will verify all information you provide about your income and family size.

How can I prepare for the re-examination?

Be on time for your appointment. Be sure you have all the information requested in your re-examination letter. Call to reschedule your appointment if the time scheduled is inconvenient.

What are Housing Quality Standards?

The chief goal of the Section 8 program is to provide decent, safe and sanitary housing at an affordable cost. Federal regulations spell out minimum Housing Quality Standards which a house must meet before you can rent it under Section 8. These standards help protect your family by assuring a basic level of acceptable housing. The standards must be maintained for the duration of the lease.

How are Section 8 housing inspections done?

Before your family can be assisted in the Section 8 program, the proposed unit must pass an inspection to assure that Housing Quality Standards are met. After the initial inspection, the rental unit must be inspected at least once a year.

If you experience any problems with your rental unit, report it first to the owner in writing. If the problem is not corrected in a prompt or satisfactory manner, you should report the problem to your Section 8 caseworker for action by the Housing Authority. The Housing Authority makes special inspections in response to complaints from renters or owners. These "complaint inspections" are made whenever owners or participants report housing conditions, which could endanger their health or safety.

When do I have to let a Section 8 inspector come into my home?

You must permit a Section 8 inspector access to your home upon notification, and at least once a year. No one except those persons on the lease and/or the owner is to be in the dwelling during the inspection.

If you have installed new locks (or added a deadbolt lock), you must give your owner keys for access in case of emergency or for inspections in case you are not available.

How can I prepare for the unit inspection?

Make sure the Section 8 inspector has access to your home. Notify any guests that no one can be there for the inspection but persons on your lease and/or the owner. Keep your home clean so the inspector can check the required items quickly and efficiently. Test your smoke alarm and replace the battery if necessary. Call to reschedule your inspection if you are unable to be home.

Can my housekeeping affect my Section 8 assistance?

Your participation in the Section 8 program may be terminated if you do not comply with the terms of your lease and the family obligations. Usually, the lease specifies that you must keep the rental property in good condition, except for normal wear and tear. If your housekeeping damages the property, you may be evicted.

Your family deserves a clean, safe and orderly home. Unsanitary kitchens and bathrooms can cause sickness. Keeping your home free of trash and food waste keeps insects and other pests under control. Storing clothes, newspapers and household cleaning products properly also reduces the risk of accidental fires.

How do I take care of my smoke detector?

To alert your family during a fire, your smoke detector must be working at all times. You can make sure the warning horn sounds by pressing the test button. We recommend that you check it once each month. If it has been damaged, disconnected or covered up, or if the battery has been removed, it will not work when you need it most.

False alarms may be caused by heavy smoke, steam, high room temperature, smoke from cooking, or insects which crawl inside. If you have repeated false alarms, let your owner figure out the problem and replace your smoke detector if necessary. NEVER TAKE IT APART, COVER IT UP, OR REMOVE IT, NOT EVEN FOR A LITTLE WHILE.

Who do I call about household repairs?

Needed repairs should be reported to your owner as soon as they are noticed. Don't wait for the inspector to find these on a yearly inspection. If the owner refuses to make needed repairs, call the Housing Authority and a complaint inspection will be made.

Report any fire, wind, water or other damages to your owner and the Housing Authority as soon as possible. In general, report all maintenance problems to your owner before attempting to make any repairs yourself. Most apartment complexes have specific procedures to follow to obtain maintenance services. In either case, check with the owner so that you know exactly what to do before you have a problem. It helps to keep the phone numbers for routine and emergency service in a handy location next to your phone.

What about any damages to the property?

The tenant family will be responsible for all damages, above normal wear and tear. Damages can cost you more than money. Significant damages to the unit can result in termination of your assistance.