



BRIEFING PACKET:

DOCUMENTS FOR APPLICANT





BRIEFING VIDEO SELF-CERTIFICATION & ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

The PHA will conduct a mandatory briefing to ensure families know how the program works. The briefing provides a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. Applicants are required to participate and return all needed documents as a prerequisite to determining eligibility.

During the briefing, the Fayetteville Housing Authority provided you with the following forms:

<ul style="list-style-type: none"> • 3 Booklets: A Good Place to Live, Protect Your Family from Lead in Your Home, Fair Housing Equal Opportunity for All • Report Housing Discrimination HUD 903.1 • Things You Should Know HUD 1140-OIG • Is Fraud Worth It? HUD-1141 • Deconcentration Information • Section 8 Property Partners • Summary of Housing Quality Standards • Tenancy Addendum (Form HUD-52641A) • What You Should Know About EIV • Debts Owed to Public Housing Agencies & Terminations 	<ul style="list-style-type: none"> • Total Tenant Payment & Rental Payments • Family Obligations • Additional Adult Certification • Explanation of Portability • PHA Informal Review & Hearing Requirements • Declaration of Section 214 Status • Supplemental and Optional Contact Information For HUD-Assisted Housing Applicants HUD 92006 • Authorization for The Release of Information/Privacy Act Notice HUD 9886 • FHA Release of Information Form • HUD-5380 & HUD-5382 (VAWA Occupancy Rights & Certification)
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By signing below, I certify that I received all forms listed above. I also certify that I fully reviewed all forms and watched the Briefing Video on the Fayetteville Housing Authority’s website in its entirety. I furthermore confirm that I understand that if I have any questions, I will contact a Programs Specialist for clarification.

Head of Household

Date

Spouse/Co-Head

Date

Other Adult

Date

Other Adult

Date



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



Report Housing Discrimination

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- Because of race
- Because of color
- Because of religion
- Because of national origin (including limited English proficiency)
- Because of disability
- Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- Because, or as a direct result of, being a survivor of domestic violence, dating violence, sexual assault, or stalking, or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (e.g., failure to provide an emergency transfer, imposing penalties for seeking emergency assistance). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- Retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- Other reason (explain below)

- Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name):

Last name:

Relationship to you: (e.g. landlord, lender, real estate agent)

Address:

Business name or job title:

Phone number 1:

Phone number 2:

Email address:

Location (for example, name of residential rental or sales property, public entity, business, or bank):

Street address:

Apt. or unit:

City:

State:

ZIP:

More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):

Street address:

Apt or unit:

City:

State:

ZIP:



QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

NOTE: Continued on next page

What happened? (continued):

NOTE: If you need more space, attach additional pages



CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name:	Last name:	
Phone number:	<input type="checkbox"/> Cell phone?	
Email address(es):		
Preferred contact: <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> Other		
Best time to call: <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon Preferred language(s):		
Street address:	Apt. or unit:	
City:	State:	ZIP:

Your mailing address

Street Address:	Apt. or unit:	
City:	State:	Zip:

Second Point of Contact

First name:	Last name:
Phone number:	Email address:

Relationship to you (optional)

- Family member or friend
- Attorney
- Fair housing advocate or representative
- Other

FORM INSTRUCTIONS

Where to mail, email, or fax your claim form

Submit online at www.hud.gov/fairhousing/fileacomplaint or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

Mail:

FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 321
Boston, MA 02222

Email: ComplaintsOffice01@hud.gov

Fax: Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

Mail:

FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532 New York, NY 10278

Email: ComplaintsOffice02@hud.gov

Fax: Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

Mail:

FHEO Region 3 The Wanamaker Building
100 Penn Square East, 12th Floor Philadelphia, PA 19107

Email: ComplaintsOffice03@hud.gov

Fax: Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)

AL, FL, GA, KY, MS, NC, SC, TN

Mail:

FHEO Region 4 Five Points Plaza 40 Marietta NW St.,
16th Floor Atlanta, GA 30303

Email: ComplaintsOffice04@hud.gov

Fax: Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

Mail:

FHEO Region 5 Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604

Email: ComplaintsOffice05@hud.gov

Fax: Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

Mail:

FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102

Email: ComplaintsOffice06@hud.gov

Fax: Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

Mail:

FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101

Email: ComplaintsOffice07@hud.gov

Fax: Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

Mail:

FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway Denver, CO 80202

Email: ComplaintsOffice08@hud.gov

Fax: Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)

AZ, American Samoa, CA, Guam, HI, NV

Mail:

FHEO Region 9 One Sansome St. Suite
1200 San Francisco, CA 94104

Email: ComplaintsOffice09@hud.gov

Fax: Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)

AK, ID, OR, WA

Mail:

FHEO Region 10 Seattle Federal Office Building
900 First Avenue, Room 205 Seattle, WA 98104

Email: ComplaintsOffice10@hud.gov

Fax: Call (206) 220-5170 for assistance



Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529-0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.





November 2004

Things You Should Know

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

Purpose	This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.
Penalties for Committing Fraud	<p>The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:</p> <ul style="list-style-type: none">▫ Evicted from your apartment or house:▫ Required to repay all overpaid rental assistance you received:▫ Fined up to \$10,000:▫ Imprisoned for up to 5 years; and/or▫ Prohibited from receiving future assistance. <p>Your State and local governments may have other laws and penalties as well.</p>
Asking Questions	When you meet with the person who is to fill out your application, you should know what is expected of you. If you do not understand something, ask for clarification. That person can answer your question or find out what the answer is.
Completing The Application	When you answer application questions, you must include the following information:
Income	<ul style="list-style-type: none">▫ All sources of money you or any member of your household receive (wages, welfare payments, alimony, social security, pension, etc.):▫ Any money you receive on behalf of your children (child support, social security for children, etc.);▫ Income from assets (interest from a savings account, credit union, or certificate of deposit; dividends from stock, etc.);▫ Earnings from second job or part time job;▫ Any anticipated income (such as a bonus or pay raise you expect to receive)
Assets	<ul style="list-style-type: none">▫ All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you and any adult member of your family's household who will be living with you.

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

Signing the Application

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.

Recertifications

You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must recertify. You must report on recertification forms:

- All income changes, such as increases of pay and/or benefits, change or loss of job and/or benefits, etc., for all household members.
- Any move in or out of a household member; and,
- All assets that you or your household members own and any assets that was sold in the last 2 years for less than its full value.

Beware of Fraud

You should be aware of the following fraud schemes:

- Do not pay any money to file an application;
- Do not pay any money to move up on the waiting list;
- Do not pay for anything not covered by your lease;
- Get a receipt for any money you pay; and,
- Get a written explanation if you are required to pay for anything other than rent (such as maintenance charges).

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your complex or your PHA. If that is not possible, then call the local HUD office or the HUD Office of Inspector General (OIG) Hotline at (800) 347-3735. You can also write to:
 HUD-OIG HOTLINE, (GFI) 451 Seventh Street, S.W., Washington, DC. 20410.





APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...
IS FRAUD WORTH IT?**

Do You Realize...

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

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

Do You Know...

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

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

So Be Careful!

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

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

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

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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



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



DECONCENTRATION INFORMATION



The Housing Choice Voucher Program was designed to allow the tenant the opportunity to choose their own housing and to be evenly spread throughout the area instead of being concentrated in one area.

The purpose of deconcentration is to encourage people to live in areas with a higher-than-average poverty rate. The expectation is that in blending the neighborhoods with different income families, we are helping to reduce poverty and promote equality.

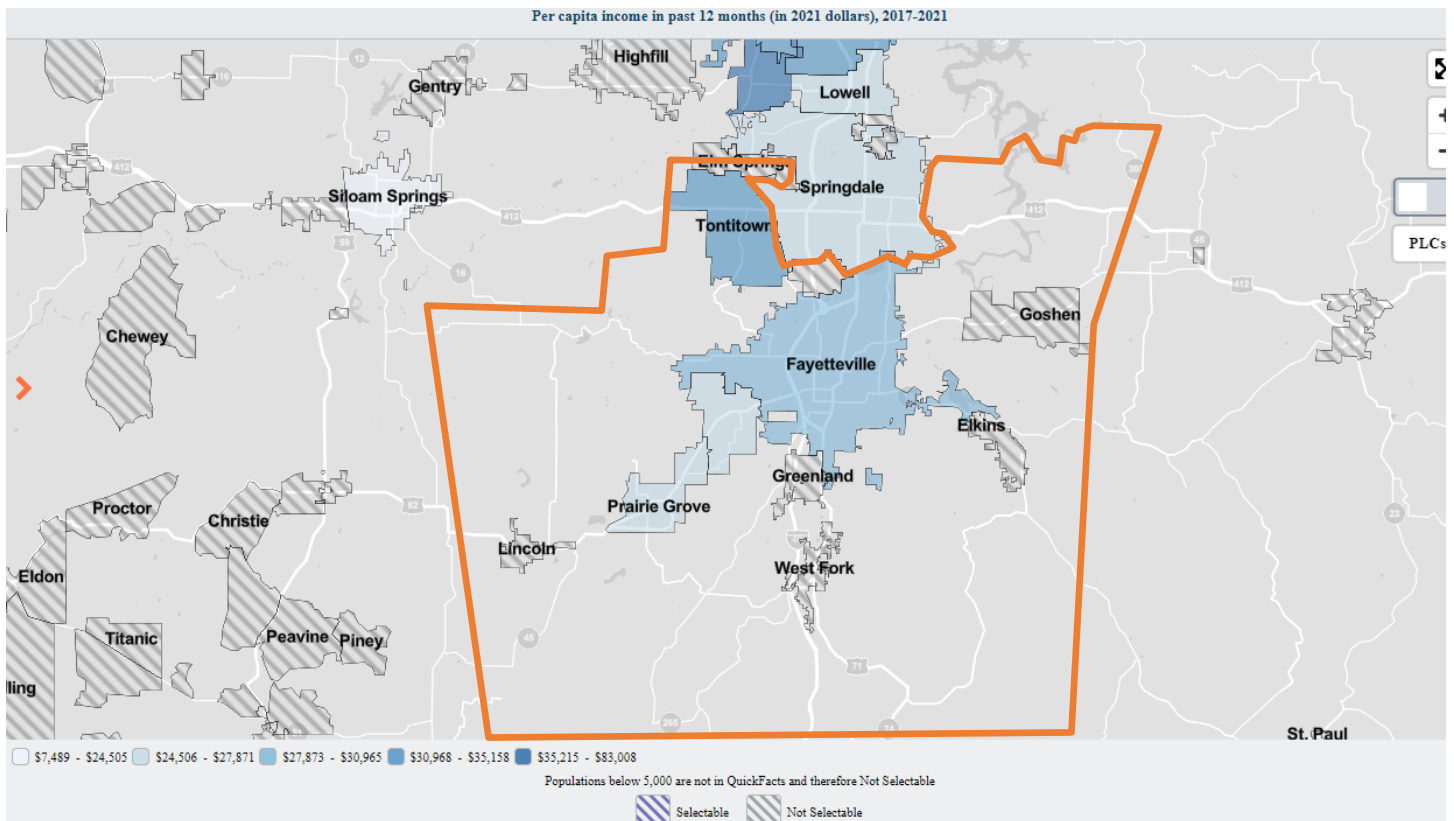
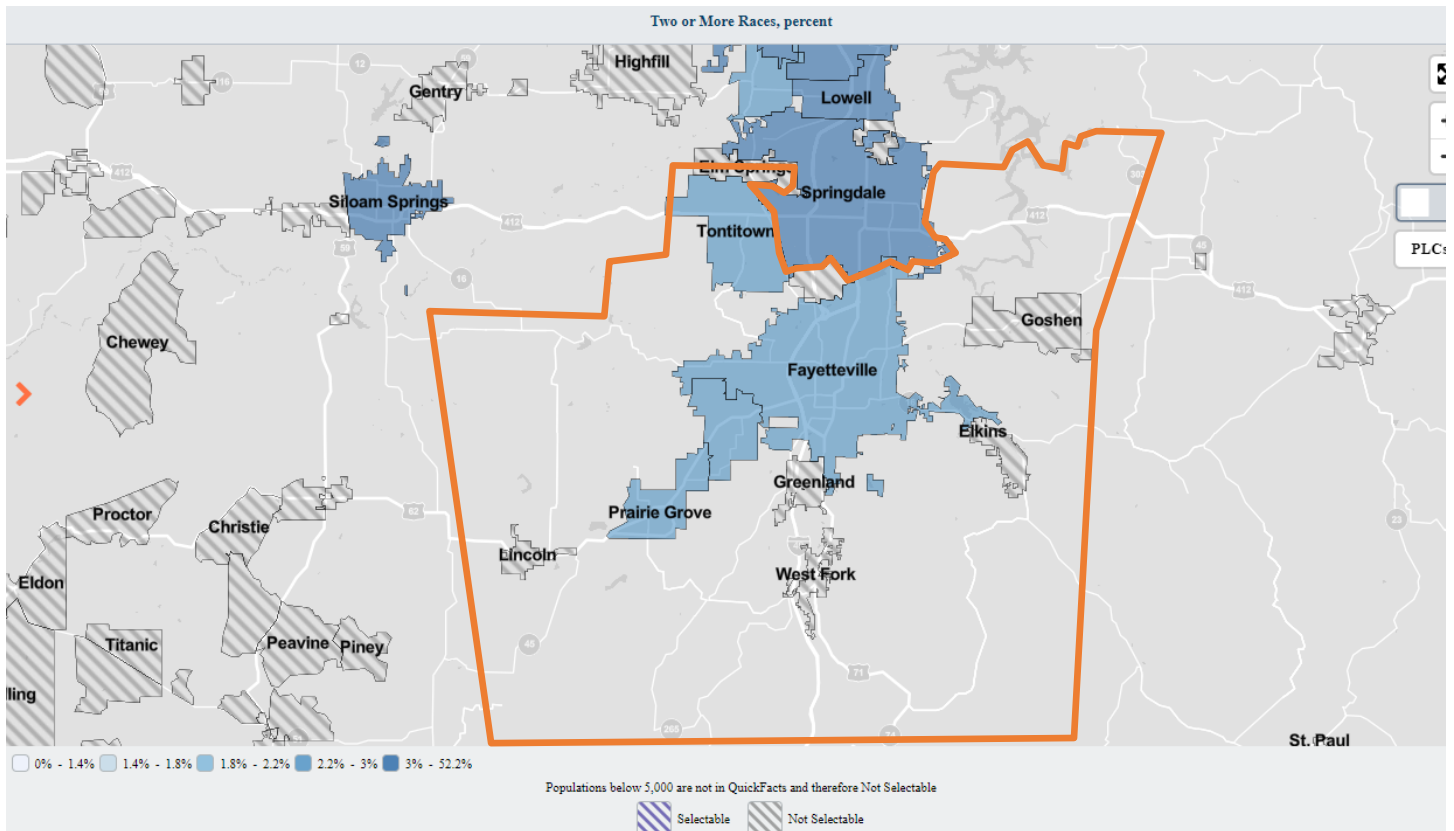
Enclosed you will find a map outlining Washington County. This map shows the concentration of low-income and minority families in our communities.

Housing and Urban Development (HUD) would like for you, as a voucher holder, to try to rent outside of these concentrated areas to help in this effort to blend low-income families into higher-income neighborhoods.

Please keep in mind that the Fayetteville Housing Authority will not turn down a unit you select based solely on the fact that it is within these areas. The housing choice is still yours to make. If you have any further questions about deconcentration, please feel free to ask.



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



<https://www.census.gov/quickfacts/fact/map/>



For your convenience, FHA has provided a list of landlords in Washington County that **may** potentially accept the Housing Choice Voucher. You do not have to rent only from this list. It is your responsibility to contact the landlord to determine if there are any vacant units and whether they will accept an FHA voucher. Placement does not guarantee a landlord will work with our program or accept you as a tenant.

Owner/Name	Location	Phone #	Potential Bdrm Size
A-1 Realty, Inc.	NWA	479-273-9008	
Appleby Apartments	Fayetteville	479-433-9258	
Arkansas Heritage Realty Co.	Fayetteville	479-521-2252	
BDM Realty, LLC	Elkins	479-200-6535	
Birch Ave. Properties, LLC	Fayetteville	479-445-2110	1,2
Bodkin Properties, LLC	Fayetteville	479-466-7301	
Candlelight Place	Fayetteville	479-251-9400	
Cedar Creek Apartments, LLC	Fayetteville	479-442-7687	1,2,3
Cedar Mountain Properties	Fayetteville	479-841-5717	
Cedar Oaks Management, LLC	Fayetteville	479-595-1488	
Christopher Brewer	Prairie Grove	479-313-2691	
Collier Property Mgmt., LLC	Fayetteville	479-445-4384	
Colonial Arms Apartments	Fayetteville	479-443-1500	1,2,3
Community Park Apts., LLC	Fayetteville	479-442-0026	
Cornerstone Apartments	Fayetteville	479-443-3507	
Cox Property Management, LLC	Farmington, Prairie Grove	479-524-2840	2,3
Crossover Terrace, Ltd.	Fayetteville	479-443-9767	
Eagle Holdings, LLC	Farmington	479-957-6509	
Elder Management	Farmington, Fayetteville	479-756-5320	1,2,3,4
Fidler Properties	Prairie Grove	479-846-2661	1,2
Foxborough Apartments	Fayetteville	479-439-9894	1,2
Garton Holdings, LLC	Fayetteville	479-841-4113	1
Grandview Apartments	Fayetteville	479-521-7201	1,2,3
JBH Investments, LLC	Fayetteville, Lincoln	479-530-4205	
Jennings Mills Apartments	Fayetteville	479-442-4132	efficiency,3
Jones, Kristin	Lincoln	501-269-1830	
Kelsey Properties	Fayetteville	479-466-4988	
K & H Homebuilders, Inc.	Elkins, Fayetteville	479-968-2001	1,2,3
Lincoln Area Realty	Lincoln, Prairie Grove, Farmington	479-824-2020	1,2,3,4
Lincoln Gardens	Lincoln	479-824-1424	2,3
Meadowbrook, ALP	Fayetteville	479-443-9333	
Myers Family Properties, LLC	Fayetteville	479-973-4666	
Nantucket Apartments	Fayetteville	479-442-4132 479-586-6477	1,2
North Creekside	Fayetteville	479-521-3313	1,2,3
NWA Realty & Property Mgmt.	Fayetteville, other	479-225-9192	
NWA Rental Properties	Fayetteville, other	479-799-1397	

Platinum Properties	Fayetteville	479-365-2722	1,2,3
Providence Property Mgmt.	Fayetteville	479-521-9233	1,2,3
Red Door Property Mgmt.	Fayetteville	479-521-7400	
S.A.F.E Property Management	Fayetteville	479-388-0301	
Sequoyah South Town Homes	Fayetteville	479-957-5041	2,3
South Creekside	Fayetteville	479-521-2761	1,2,3
Sugar Tree Apartments	Fayetteville	479-442-7687	1,2,3
Sweetser Properties	Fayetteville	479-443-4601	
The Life at Rolling Meadows	Fayetteville	479-316-2290	
The Village at Scull Creek	Fayetteville	479-527-6322	
Washington Plaza Apartments	Fayetteville	479-521-3073	1,2,3
Wedington Place Senior Apts.	Fayetteville	479-695-1220	
Willow Park Apartments	Fayetteville	479-442-4594	1,2



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SUMMARY OF HOUSING QUALITY STANDARDS (HQS)

ALL ROOMS

- No peeling paint inside or outside of the unit
- No large holes or cracks around the windows or doors that allow cold drafts, severe buckling or deterioration in walls, ceilings, or floors
- All windows and doors must have proper locks if they are below 6 feet from the ground or can in some way be reached from the outside of the unit
- No broken, missing, or cracked windowpanes
- All windows designed to open must be able to open and shut with a proper lock
- Crank out windows must have all cranks present
- All electrical outlets and switches must have unbroken faceplates
- No broken, frayed, or exposed wiring
- No rodent or insect infestation (as per the inspector's discretion)
- Must have heat source that is safely installed and adequate for the size of the unit
- Space heaters must be vented to the outside air space. Also, must have a safety seal on back showing heating unit is safe

LIVING ROOM AND BEDROOM

- At least one window and one window that opens
- At least one overhead light and one electrical outlet OR two electrical outlets

KITCHEN

- Must have at least one permanent light fixture and one electrical outlet
- Must have a space to prepare food
- Must have a working stove top and oven (all burners must work and all operating knobs must be present)
- Must have a sink with hot and cold running water
- Must have a working refrigerator

NOTE: The stove and refrigerator may be supplied by either landlord or tenant and must be present to pass inspection

BATHROOM

- Must have a window that opens or a working exhaust vent fan
- Must have one permanent light fixture
- Must have a flushable toilet
- Must have a tub or shower with hot and cold running water
- Must have a sink with hot and cold running water

GENERAL REQUIREMENTS

- Must have a roof that does not leak
- Foundation must be enclosed with no cracks, buckling or deterioration
- Must have a banister/railing if a porch is over 30 inches high from the ground
- Must have a handrail on one side if there are 4 or more steps (if you have to pick your foot up 4 times to enter and/or access the assisted unit, it will need a handrail)
- Must have approvable water and sewer services
- Plumbing must not leak
- Hot water heater must have temperature/pressure relief valve and a downward pipe on valve that points down to the ground
- Gas hot water heater located in any living area or frequently used area of unit must be enclosed or shielded with
 - a permanent closet type structure
- At least 2 exits from the unit in case of fire and a private entrance, windows can be used as a second exit if they are large enough and there is not another door present
- All units placed on the program must have a smoke detector in working condition
- All outside wiring must be in conduit for weather protection
- Dwelling and yard must be free of trash and debris

MOBILE HOMES

- Must be tied down



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

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

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

OMB Approval No. 2577-0169
exp. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. Termination of Tenancy by Owner

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

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

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

d. Other good cause for termination of tenancy

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual”, “bifurcate”, “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
 - (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;
For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

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

- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

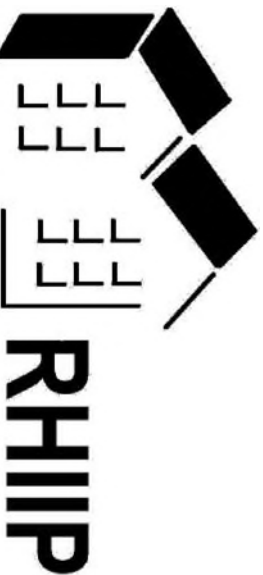
Tenant. The family member (or members) who leases the unit from the owner.

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



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

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

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

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

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

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

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

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

What are my responsibilities?

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

February 2010

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

What are the penalties for providing false information?

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

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

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

Protect yourself by following HUD reporting requirements.

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

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

What do I do if the EIV information is incorrect?

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

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

Debts owed to PHAs and termination information

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

Employment and wage information

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

Unemployment benefit information

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

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

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

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

Identity Theft.

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

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: https://www.hud.gov/program_offices/public_indian_housing/programs/bh/eiv

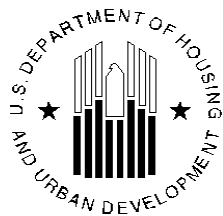
The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PH rental assistance programs:

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

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

Signature _____

Date _____



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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any record keeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 06/30/2026.

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

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

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

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

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

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

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

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

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

How long is the debt owed and termination information maintained in EIV?

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

What are my rights?

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

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

What do I do if I dispute the debt or termination information reported about me?

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

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:

**I hereby acknowledge that the PHA provided me with the
*Debts Owed to PHAs & Termination Notice:***

Signature

Date

Printed Name

TOTAL TENANT PAYMENT AND RENTAL PAYMENTS

The Total Tenant payment represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The Total Tenant Payment is calculated using a formula that is applied to the tenant's income. The tenant pays the greater of:

- 30% of monthly adjusted income
- 10% of monthly gross income
- \$50 minimum rent for our program

Program regulations state that the tenant can pay up to 40% of adjusted monthly income for rent. However, the tenant should look at this option carefully to decide if this would be an unaffordable burden. The rent also must be "rent reasonable."

The tenant's gross income is "adjusted" with eligible deductions and allowances. Deductions include \$480 per child per year and reasonable childcare expenses for persons with children who are working or attending school. There is a \$400 deduction for elderly, handicapped, or disabled tenants and some deduction for out-of-pocket medical expenses for these tenants as well. If the tenant is responsible for paying utilities, an allowance is applied at the time the rent is calculated. The utility allowance is an average only and is not what the family actually consumes.

The utility allowance is based on actual rates charged and is reviewed annually.

REASONABLE RENTS

The Section 8 Voucher is issued for a specific bedroom size and is based on HUD occupancy standards. It is best to find a unit that is the same size as the voucher. If the tenant chooses a unit smaller than the bedroom size on the voucher, the payment standard for the actual bedroom size is used. If the tenant chooses a unit larger than the bedroom size on the voucher, the payment standard for the bedroom size on the voucher is used.

The voucher size also determines how much subsidy will be paid including rent and utilities. The subsidy is called the payment standard. The rent and utilities for the unit you choose may not exceed the payment standard.

Use the table provided to help determine the maximum rent allowed. Please note, there are different amounts for zip code: 72704.

(table provided on the following page)

Bedroom Size	110% Payment Standard
SRO	\$718
Efficiency	\$958
1	\$1016
2	\$1,233
3	\$1,738
4	\$2,031
5	\$2,336
6	\$2,641

Zip Code 72704 ONLY	Bedroom Size	110% Payment Standard
	SRO	\$815
	Efficiency	\$1,089
	1	\$1,166
	2	\$1,408
	3	\$1,980
	4	\$2,321
	5	\$2,669
	6	\$3,017

LOOKING FOR A UNIT

There are several factors to consider when looking for a unit. For a unit to qualify:

1. The unit must be located in Washington County excluding Springdale city limits.
2. The owner must agree to participate in the Section 8 Voucher Program.
3. The owner may not be related to you such as a parent, child, grandparent, grandchild, sister or brother unless the Housing Authority determines that it would be a reasonable accommodation for a tenant with disabilities.
4. The rent on the unit must be reasonable as shown in the table above. In addition, the rent must be reasonable when compared to other units of similar size and amenities. The higher the rent, the higher quality the unit must be to qualify. (the chart shows only estimated amounts)
5. The unit must pass inspection.

The Housing Authority (HA) has a list of owners who work with the program on a regular basis which you may use. You may also search using the newspaper, online resources, or other sources.

HOUSING QUALITY STANDARDS AND INSPECTIONS

When you find a unit, you and the landlord will complete paperwork included in your packet called a Request for Tenancy Approval (RFTA) and submit it to our office. An inspection will be scheduled to determine if the unit meets Housing Quality Standards (HQS). Your packet includes a list of inspection items. If the unit does not pass inspection, we will inform the owner and the tenant of the items that

need repair. The owner can correct the items and another inspection will be performed. Rental assistance cannot begin until the unit passes inspection.

DEPOSITS

The tenant is responsible for paying security deposits, cleaning deposits, and utility deposits. The deposit charged by the owner should be the same deposit for a tenant who does not have rental assistance.

LEASE/NOTICE TO VACATE

A lease will be signed between you and the landlord. In addition, the landlord will sign a contract with the Housing Authority (HA) called the HAP Contract. The initial term of the lease and contract is one year and is binding on the tenant and owner. This means that during the first year of the lease, you must obtain the written consent of the owner if you want to transfer to another unit. If you move without the owner's permission, you will not be eligible for further rental assistance through our office.

After the initial year has expired, you may remain in the unit (if the owner agrees). If you wish to transfer to another unit, you must give the owner and the HA a 30-day written notice.

The lease is also binding the first year on the owner to which they may only end the lease for "good cause" such as lease violations or transfer of the property ownership. If the landlord terminates the lease for violations, they must do so according to state and local laws. It is your responsibility to provide a copy of any eviction notice to the HA. Please be aware, receiving a termination/eviction notice could cause you to lose your rental assistance.

After the initial year has expired, the owner may terminate the lease with a thirty-day written notice to you and the HA.

VISITORS/FAMILY SIZE CHANGES

The unit you rent cannot be used for any purpose other than as a private dwelling solely for the tenant and their family. The tenant may not give accommodations to any roomers, lodgers, or other persons without the consent of the HA and the landlord. You may have visitors for up to two weeks, or according to your lease. Please note, anyone visiting you must have their own place of residency or they will be considered as living with you.

If you have a **family member** that you wish to move into your unit, you must report promptly to the HA and bring all necessary documentation to add them to your lease. You must also obtain written permission from the landlord and the HA will determine whether or not to add them to your lease.

YOU MAY NOT MOVE ANYONE IN UNTIL IT HAS BEEN APPROVED BY THE HOUSING AUTHORITY AND THE LANDLORD.

REPORTING CHANGES

The tenant is responsible to report to the HA within 10 days of any and all:

- Overcharges made by the landlord (the rent cannot be increased during the first year of the lease)
- Violation of Housing Quality Standards
- Income changes
- Family size changes
- Asset changes
- Deduction changes

If the tenant fails to report any of the changes in a timely manner, the HA may charge you backpay for rent paid out on your behalf in error and/or terminate assistance.

VOUCHER EXTENSIONS

The Housing Choice Voucher will be issued for 120 days. If you are unable to find a unit within that time, you must submit a written request for an extension of time. The request must include the reasons you need an extension such as an illness or other medical conditions including hospitalization, or you are called away on a family emergency. Other reasons may be that you have located a unit, but it won't be vacant until after the expiration date or if the landlord needs more time to make repairs. In your written request for an extension, you should include the landlords/properties that you looked at in your initial search for a unit and the reasons why these units did not work or you were not able to rent these particular units. You will be notified in writing if an extension is granted. Please be aware that if the program is full at the time of your request, we cannot extend your voucher. The best time to use your voucher is in the original 120 days.

ANNUAL REEXAMINATIONS AND INSPECTIONS

Three months prior to the end of the HAP contract, you will be contacted to begin the Annual Reexamination and Inspection process. The HA is required to recertify the tenant's income, family composition and the Total Tenant Payment is recalculated. You will receive a written notice from the HA with an appointment time for the inspection. The notice will include a reexamination packet that you must complete and return by the deadline date specified.

An adult member of the household must be present at the time of inspection. If you have a conflict with the time scheduled for your inspection it is your responsibility to call and reschedule the appointment time. If the unit does not pass inspection, the landlord will be notified, and 30 days will be given to take corrective action.

The recertification also signals the end of the initial lease term. After the initial term is over, the lease will be month to month and you, or the landlord may terminate the lease with a 30-day written notice.



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

FAMILY OBLIGATIONS

PLEASE READ THE FOLLOWING FORMS CAREFULLY BEFORE SIGNING YOUR HOUSING CHOICE VOUCHER. THESE ARE YOUR OBLIGATIONS UNDER THE PROGRAM.

FAMILY INFORMATION

1. The family must supply any information that the Housing Authority (HA) or HUD determines is necessary in the administration of the program.
2. The family must supply any information requested by the HA or HUD to be used in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. The family must disclose and verify social security numbers.
4. All information supplied by the family must be true and complete.
5. The family must supply information or certification requested by the HA to verify that the family is living in the unit under lease through the program.

INSPECTION AND DAMAGES

6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family is responsible for Housing Quality Standards violations caused by the following:
 - a. The family must pay for and keep current any utilities that are not included in the rent (paid by the owner). Utility shut-off is a violation of Housing Quality Standards.
 - b. The family must provide and maintain any appliances that the owner is not required to supply.
 - c. The family is responsible for damages to the dwelling unit or premises that are caused by family members or guests except for normal wear and tear. If there is a violation of Housing Quality Standards caused by the family that is life threatening, the family must correct the violation within no more than 24 hours. For other violations caused by the family or guests, the family must correct the violation within no more than 30 calendar days or any extension approved by the HA.

LEASE COMPLIANCE

8. The family may not commit any serious or repeated violation of the lease.
9. The family must not sublease or rent the unit to another person or persons.
10. The family must not assign the lease or transfer the unit to another person or entity.
11. The family must not own or have any interest in the unit.
12. The family must use the assisted unit for residency by the family and the unit must be the family's only residence.

NOTICES

13. The family must notify the HA and the owner in writing 30 days prior to moving from the unit or terminating the lease.
14. The family must promptly notify the HA of the birth, adoption, or court-awarded custody of a child.
15. The family must promptly request HA approval to add any other family member as an occupant of the unit.
16. The family must promptly notify the HA if any family member no longer resides in the unit.

ASSISTANCE MAY BE TERMINATED OR DENIED FOR THE FOLLOWING REASONS:

17. If the members of the family engage in drug-related criminal activity or violent criminal activity.
18. If the family or members of the family receive Section 8 Voucher assistance while receiving another housing subsidy for the same unit or for a different unit under any federal, state or local housing assistance program.
19. If any member of the family has been evicted from Public Housing.
20. If an HA has terminated assistance under the certificate/voucher program for any member of the family.
21. If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing assistance.
22. If the family has not reimbursed any HA 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.
23. If the family violates an agreement with an HA to pay amounts owed to an HA or amounts paid to an owner by an HA. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to an HA or amounts paid to an owner by an HA. The HA may prescribe the terms of the agreement.)
24. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
25. If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
26. If members of the family commit fraud, bribery or any other corrupt or criminal act in connection with the program.



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

ADDITIONAL ADULT CERTIFICATION

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

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

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

Head of Household

Date

Spouse/Co-Head/Other Adult

Date

REPORTING INTERIM CHANGES

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

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

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

Head of Household

Date

Spouse/Co-Head/Other Adult

Date



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

EXPLANATION OF PORTABILITY

Portability in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or “port” your rental assistance when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program.

The HCV program voucher can be portable within our Metropolitan Statistical Area (Washington County, AR, Crawford County, AR, Sebastian County, AR, and Sequoyah County, OK). This voucher can also be ported within the State of Arkansas and in the jurisdiction of a Housing Authority anywhere within the United States that is administering a tenant-based program. Your initial PHA will determine if you are eligible to move and will notify the PHA you are porting to.

THINGS YOU SHOULD KNOW:

1. The PHA you port to may have different rules, policies, and deadlines.
2. The PHA you port to may re-screen you by using their own policies, which may differ from your initial PHA’s policies and could result in them denying your request to move.
3. The receiving PHA may have a different payment standard or utility allowance that could affect the amount of rent you pay.
4. You may be issued a different voucher size from the PHA you are porting to.
5. You must give notice of your intent to vacate to your current PHA and landlord in accordance with your lease PHA policy.
6. You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

New families who lease up must live in the jurisdiction of the initial PHA for at least 12 months before they may be able to port their rental assistance. Exclusion to this rule will be made to individuals or families who have been issued an Emergency Housing Voucher (EHV). EHV participants are eligible for immediate portability upon entry into the program. The PHA may consider exceptions to its portability policy for purposes of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking. Please note, to be initially eligible for portability, you must be a resident of Washington County (excluding Springdale) at the time of your application.

HUD/VASH participant families may reside only in those jurisdictional areas that are accessible to case management services as determined by VA HUD/VASH Case Managers at the partnering VAMC or CBOC.

Springdale Housing Authority	479-751-0560
Siloam Springs Housing Authority	479-521-8117
Northwest Regional Housing Authority	870-741-5405
Harrison Housing Authority	870-741-8673
Fort Smith Housing Authority	479-782-4991
Van Buren (Crawford County) Housing Authority	479-474-6901
Cherokee Nation Housing Authority	918-253-2475



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

PHA INFORMAL REVIEW AND HEARING REQUIREMENTS

I. Informal Reviews for Applicants

- Informal Reviews shall be conducted by any person(s) designated by the PHA who is not the one who made or approved the decision under review or a subordinate of such person
- Applicant can present objections orally or in writing
- PHA informs the applicant in writing of final decision and reasons for it

When can an Informal Review be requested?

The PHA will only offer an informal review to the applicant for who assistance is being denied. Denial of assistance includes:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter a HAP contract or approval of a lease
- Refusing to process or provide assistance under portability procedures
- Denial of assistance based on unfavorable history that may be the result of domestic violence, dating violence, sexual assault, or stalking

When is an Informal Review not required?

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to grant approval of tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

Scheduling an Informal Review

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of business day no later than 10 business days from the date of the PHA's denial of assistance. The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

II. Informal Hearings for Participants

- Informal hearings must be conducted by any person(s) designated by the PHA who is not the one who made or approved the decision under review or a subordinate of such person.
- Family can have, at its own expense, a lawyer or someone else represent them at the hearing. However, if the family is to be represented by a lawyer at the informal hearing the PHA must be notified at least 2 business days prior to the hearing. When the family's legal counsel is present at the informal hearing, failure by the family to notify the PHA that they will be represented by legal counsel may result in the PHA re-scheduling the hearing to a time when the PHA's legal counsel can also be present.

- The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct.
- Both sides shall present their evidence and may question witnesses (but are not governed by the court rules over admissibility of evidence).
- Person who conducted hearing must issue a written decision (within 15 business days after the hearing is conducted) and give the reasons for it which are based only on facts presented at the hearing.

When can an Informal Hearing be requested?

- A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA’s subsidy standards
- A determination to terminate assistance for a participant family because of the family’s actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under the PHA policy and HUD rules

When is an Informal Hearing not required?

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the participant is not in compliance with HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract
- A PHA determination not to approve an extension or suspension of a voucher term

Scheduling an Informal Hearing

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first-class mail, by the close of the business day, no later than 10 business days from the date of the PHA’s decision or notice to terminate assistance. The PHA must schedule and sent written notice of the informal hearing to the family within 10 business days of the family’s request.



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



Declaration of Section 214 Status

PART 1: Applies to All Family Members

List each member of the household below and check the appropriate box indicating whether the individual is a citizen, non-citizen, or is choosing not to declare. At least one member of the household must be a citizen or a non-citizen with eligible immigration status that qualifies them for rental assistance as determined by the U.S. Department of Housing and Urban Development (HUD). Members of the household have a right not to declare. In these cases, they may still reside in the subsidized unit, but the amount of the subsidy will be prorated, as determined by HUD and the U.S. Citizenship and Immigration Service.

All adults must sign where indicated to certify that all members of the family are listed on Part 1 of this form and that all information provided is correct. For each child who is not 18 years of age, the form must be signed by an adult member of the family residing in the dwelling unit who is responsible for the child. Use blank lines to add additional family members who are not listed.

<u>Print the Name of ALL Household Members</u>	<u>Age</u>	Select Appropriate box			<u>Signature of Adult</u> If Family Member is a Minor, the Responsible Adult Must Sign
		I am a Citizen or National	OR	I am a noncitizen w/ eligible immigration status	
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x
		<input type="checkbox"/>	or	<input type="checkbox"/>	x

Head of Household Certification

As head of household, I certify, under penalty of perjury, that all members of my household are listed in Part 1 of this form and that all members of my household that have not checked a box on part 1 of this form do not claim to be citizens or nationals of the United States, or non-citizens with eligible immigration status.

Signature

Date

NOTE: Family members who have checked a box indicating that they are a non-citizen with eligible immigration status must complete PART 2 of this form.

NON-CITIZENS ONLY COMPLETE THIS FORM

PART 2: Verifying Eligibility of Non-Citizen Family Members

All Family Members who have claimed eligible immigration status on PART 1 of this form must provide this office with one of the following documents:

- Form I-551, Alien Registration Receipt Card
- Form I-94, Arrival-Departure Record with appropriate annotations or documents
- Form I-688, Temporary Resident Card
- Form I-688B, Employment Authorization Card
- A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified.

If documents are not presented and verified, your family’s rental assistance may be reduced, denied, or terminated as provided in regulations promulgated by the U.S. Department of Housing and Urban Development, pending available appeals processes.

Consent to Verify Eligible Immigration Status

Each family member required to complete PART 2 of this form must sign below granting consent to verify eligible immigration status. For each child who is not 18 years of age, the form must be signed by an adult member of the family residing in the dwelling unit who is responsible for the child.

<u>Print the First and Last Name of ALL Household Members</u>	<u>Age</u>	<u>Signature of Adult or Signature of Guardian for Minors</u>
		X
		X
		X
		X
		X
		X
		X

Evidence supplied with this form may be released by the Housing Agency, without responsibility for its further use or transmission, to the Immigration and Naturalization Service for purposes of verification of the immigration status of the individual or to the U.S. Department of Housing and Urban Development, as required. The U.S. Department of Housing and Urban Development is not responsible for the further transmission of the evidence or other information.

WARNING: Title 18 US Code Section 1001 states that a person is guilty of a felony for knowingly or willingly making a false or fraudulent statement to any department or agency of the United States. If this form contains false or incomplete information, you may be required to repay all overpaid rental assistance you received; fined up to \$10,000, imprisoned for up to 5 years; and/or prohibited from receiving future assistance.



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

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

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

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

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

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

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Signature of Applicant

Date

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

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

Authorization for the Release of Information/Privacy Act Notice to the U.S. Department of Housing and Urban Development and the Housing Agency/Authority (HA)

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

PHA or IHA requesting release of information (full address, name of contact person, and date):

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD, and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service.

Section 104 of the Housing Opportunity and Modernization Act of 2016. The relevant provisions are found at 42 U.S.C. 1437n . This law requires you to sign a consent form authorizing the HA to request verification of any financial record from any financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401)), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits.

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

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Private owners may not request or receive information authorized by this form.

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

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

- Public Housing
- Housing Choice Voucher
- Section 8 Moderate Rehabilitation

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

Revocation of consent: If you revoke consent, the PHA will be unable to verify your information, although the data matches between HUD and other agencies will continue to automatically occur in the Enterprise Income Verification (EIV) System if the family is not terminated from the program.

Sources of Information to be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received when I have received assisted housing benefits.)

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

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

Information may also be obtained directly from: (a) current and former employers concerning salary and wages; and (b) financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits. I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information.

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

This consent form remains effective until the earliest of (i) the rendering of a final adverse decision for an assistance applicant; (ii) the cessation of a participant's eligibility for assistance from HUD and the PHA; or (iii) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the PHA.

Signatures:

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

Privacy Advisory. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). Purpose: This form authorizes HUD and the above-named HA to request income information to verify your household's income in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent: HUD and the HA (or any employee of HUD or the HA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the HA for the unauthorized disclosure or improper use.

OMB Burden Statement. The public reporting burden for this information collection is estimated to be 0.16 hours for new admissions and .08 hours for household members turning 19, including the time for reviewing, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information income and assets is required for program eligibility determination purposes. The submission of the consent form is necessary (form-HUD 9886) so that PHAs can carry out the requirements of Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. 3544) and Section 104 of HOTMA to ensure that HUD and PHAs can verify eligibility and income information for applicants and participants. This information collection is protected from disclosure by the Privacy Act. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. When providing comments, please refer to OMB Approval No. 2577-0295. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Authorization for Release of Information

CONSENT

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

INFORMATION COVERED

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

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

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

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

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

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

COMPUTER MATCHING NOTICE AND CONSENT

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

CONDITIONS

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

SIGNATURES

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

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A CAOPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.



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

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT “VAWA”

The Violence Against Women Act (VAWA) protects applicants, tenants and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity, or sexual orientation.

I acknowledge that I am in receipt of the **HUD-5380** Notice of Occupancy Rights under VAWA and the **HUD-5382** Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate provided by the Fayetteville Housing Authority.

PLEASE COMPLETE THE INFORMATION BELOW

Head of Household

Date

Spouse/Co-Head

Date

Other Adult

Date

Other Adult

Date



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

Fayetteville Housing Authority (FHA)

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Public Housing Program, Project-Based Rental Assistance Program, Housing Choice Voucher Program and VASH Program**, hereinafter referred to as **FHA Housing or Programs**, is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

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

Protections for Tenants

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

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

If you are receiving assistance under **FHA Housing or Programs**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

Removing the Abuser or Perpetrator from the Household

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

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

In removing the abuser or perpetrator from the household, FHA must follow Federal, State, and local eviction procedures. In order to divide a lease, FHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

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

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

OR

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

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

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

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

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

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

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

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

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

Confidentiality

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

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

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

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

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

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

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

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

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

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

Other Laws

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

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

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **HUD Little Rock Field Office**, 425 West Capitol Avenue, Suite 1000, Little Rock, AR 72201-3488, **Phone:** (501) 918-5700.

For Additional Information

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

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

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

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Northwest Arkansas Women's Shelter Hotline at 479-246-9999 or 1-800-775-9011**

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

For help regarding sexual assault, you may contact **Arkansas Coalition Against Sexual Assault at 479-527-0900**.

Victims of stalking seeking help may contact **Arkansas Crisis Center at 1-800-274-7472**].

Attachment: Certification form HUD-5382 & HUD-5383

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

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

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

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

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

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

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

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

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

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

1. Date the written request is received by victim: _____

2. Name of victim: _____

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

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

5. Residence of victim: _____

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

7. Relationship of the accused perpetrator to the victim: _____

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

10. Location of incident(s): _____

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

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

Signature _____ Signed on (Date) _____

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