

## LOW RENT PROGRAM TENANT UPDATE & CONTACT INFORMATION

TENANT NAME (ADULTS)	
NAME:	PHONE #
NAME:	PHONE #
NAME:	PHONE #
EMAIL if available:	
1 <sup>ST</sup> EMERGENCY CONTACT:	
NAME:	CELL PHONE:
2 <sup>ND</sup> EMERGENCY CONTACT:	
NAME:	CELL PHONE:

CALL RHA TO PROVIDE CHANGES WITH RESPECT TO YOUR CONTACT INFORMATION



# **AGREEMENT**

I, RESIDING WITH RHA UNIT #, <b>ROBSTOWN,</b>
TEXAS, 78380, DO HEREBY AGREE TO PAY ALL CHARGES DUE TO THE ROBSTOWN HOUSING AUTHORITY
ACCORDING TO THE DWELLING LEASE AGREEMENT.
I UNDERSTAND AND AGREE THAT IF MY RENT IS NOT PAID BY THE ${\it 5^{7H}}$ DAY OF THE MONTH AND ANY OTHE
CHARGES ARE NOT PAID BY THE FIRST DAY OF THE SECOND MONTH OF WHICH THE CHARGES ARE ACCURED
I WILL SURRENDER THE APARTMENT NAMED ABOVE IMMEDIATELY.
I FURTHER UNDERSTAND THAT, ACCORDING TO THE LEASE, I AM RESPONSIBLE FOR PAYING ALL GAS AN
ELECTRICITY DIRECTLY TO THE UTILITY COMPANY. FAILURE TO MAINTAIN UTILITIES IN THE APARTMEN
VIOLATES HOUSING QUALITY STANDARDS AND IS CAUSE FOR TERMINATION OF THE DWELLING LEASE.
I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE PROVISIONS SE
FORTH IN MY DWELLING LEASE AGREEMENT.
I WILL <u>SURRENDER MY APARTMENT IMMEDIATELY</u> FOR ANY FUTURE VIOLATIONS.
Date:
Head of Household Signature:
Other Adult Signatures
Other Adult Signature:
Other Adult Signature:
Other Adult Signature:
In Addition to above:
III Addition to above.
** DWELLING LEASE PAGE 6, XIV TERMINATION OF LEASE (a) 3.
REPEATED LATE PAYMENT, WHICH SHALL BE DEFINED AS FAILURE TO PAY THE AMOUNT OF RENT OR OTHE
CHARGES DUE BY THE FIFTH OF THE MONTH. FOUR (4) SUCH LATE PAYMENTS WITHIN A 12-MONTH PERIO
SHALL CONSTITUTE A REPEATED LATE PAYMENT.
Initials
RHA REPRESENTATIVE SIGNATURE:
RHA REPRESENTATIVE SIGNATURE:



The Rent Collection Policy of the Housing Authority of the City of Robstown for residents is as follows:

- The payment of monthly rentals for all tenants is due and payable on the <u>FIRST DAY OF EACH MONTH</u>
  and shall be considered delinquent after the fifth calendar day of the month. Rent may include
  utilities and all maintenance services due to normal wear and tear. If a tenant is habitually late in
  making payments of rent, as provided by HUD regulations, that tardiness may be sufficient grounds
  for terminating a lease.
- 2. If the Tenant does not pay the full amount of the rent by close of business day on the 5<sup>th</sup> day of the month (unless the 5<sup>th</sup> falls on a weekend or holiday) a late charge of \$5.00 is imposed on the 6<sup>th</sup> day of the month. If all rent is not paid by the 15<sup>th</sup> day of the month, resident agrees to pay an additional late charge of \$5.00. Resident's rights to use and possession of the dwelling unit and all of owner's obligations are expressly contingent on the condition that rent is paid on time.
- 3. In the event of non-payment of rent, the Accounting Department will send out a 14-day notice of termination of lease. If the situation is not resolved, this notice will be followed up with Notice of Eviction being mailed or delivered to the dwelling unit. At this time the unpaid account and the lease will be turned over to the Housing Authority's legal counsel, who is directed to proceed immediately with legal action for eviction.
- 4. Housing Authority and its attorney will comply with the terms of your lease, HUD regulations and Texas Laws regarding late payment and non-payment of rent and also Security Deposits.
- With respect to any special circumstances or justifying conditions which may be presented by tenants, the Executive Director will consider carefully any such request. Any such requests of tenants must be presented promptly to the Project Manager, and necessarily before a case is turned over to our attorney.

Date:	
Head of Household Signature:	
Other Adult Signature:	_
Other Adult Signature:	_
RHA REPRESENTATIVE SIGNATURE:	



### HOUSING AUTHORITY OF THE CITY OF ROBSTOWN

# SMOKE DETECTORS ADDENDUM #1

In accordance with H.U.D. Regulations, each housing unit within the Robstown Housing Authority has been provided with smoke detectors conforming to H.U.D.

Removal of or disabling of the smoke detector by you and other residents, or your guests, is considered a <u>LEASE VIOLATION</u>. If any inspection or visit to your home discloses that the detector has been removed or damaged, the Housing Authority will immediately install another one and <u>charge you a replacement cost</u>, <u>plus labor for installation</u>.

If during your testing of the detector, you find it is not working properly, notify this office immediately and request an inspection, repair, or replacement.

## THIS IS A BINDING LEGAL DOCUMENT AND BECOMES PART OF THE LEASE.

Apartment Number	_Date:
Head of Household Signature:	
Other Adult Signature:	
Other Adult Signature:	
RHA REPRESENTATIVE SIGNATURE:	

## **RULES AND REGULATIONS SUPPLEMENTARY TO DWELLING LEASE**

- 1. Gasoline or other flammable materials shall not be stored on the premises.
- 2. All vehicles shall be parked on the street or in designated parking areas. At no time shall they be driven over or parked on the lawns. Any vehicle parked on the lawn or parked so as to block a garbage station will be towed away at owner's expense and repeated instances will result in fines. No vehicles allowed on lawn. Tenants will be charged for ruts created by illegal driving or parking on lawn. No motorcycle riding is allowed on the lawn or sodded areas. Motorcycles will be driven on the streets and roads. Bicycles, tricycles and other riding toys are not allowed on the lawn or sodded areas. For their protection and safety, your child/ren will ride only on the sidewalks or pavement.
- 3. Any vehicle parked on the street or in a parking area that does not have both a current license and current inspection sticker, or is not operable will be towed away at owner's expense after notice. Making major repairs on vehicles shall not be done on the premises. Cars shall not be left on blocks, jacks, or in any other manner to be unsafe.
- 4. Placards, posters, or advertising, including political signs, shall not be displayed from windows, doors, or placed anywhere on the premises.
- 5. Masking tape or similar material, spray snow or paint applied to window or door glass shall be removed immediately. The resident will be charged if the material is not removed in ten (10) calendar days.
- 6. No item shall be stored or left on an apartment ledge, roof, top of stoop, or underneath the building or steps. No appliances on the front or back porches. Remove these items immediately.
- 7. No large trucks (i.e., 18 wheeled vehicles, rigs) will be permitted on the premises.
- 8. Any person(s) being added to the resident's lease will be screened. No unauthorized tenants allowed. If having visitors you need to inform the manager. Unauthorized tenants lead to evictions.
- 9. Only ONE WALL HANGING PER ROOM will be permitted in an apartment. Damage caused by additional nail holes will be repaired by RHA's maintenance staff and the resident will be charged for these repairs.
- 10. Tenants shall not attempt to make repairs to the premises or equipment therein, but shall notify the management office promptly of any damages or items that need repair or replacement. A charge will be made only if the repair or replacement needed is caused by misuse, abuse, neglect, or willful damage.
- 11. No fences or barricades shall be built on the premises.
- 12. For their safety and protection, children shall be supervised at all times.
- 13. Tenants will not allow at any time guests, relatives, and/or friends to use the premises for washing vehicles. In developments where the water is paid by RHA, tenants will not allow at any time guests, relatives or friends to wash laundry.
- 14. All garbage, trash and debris shall be placed inside the provided containers or totters. An adult family member will place the trash in the container or totter. DO NOT send small children to throw out trash. Each resident should only have **one** totter and is responsible for his/her totter. Exception at La Posada. A charge of \$60.00 will be assessed if a totter is damaged, lost or misplaced whether it be at move-out or at any time during tenancy.

- 15. No additions or alterations shall be made without prior written manager approval. Alterations include locks, locking devices, shades, awning, window guards, radio or television antennas, and temporary electrical extensions to light premise exterior. No tacks, bolts, nails, screws, etc., shall be placed in walls or floors to lay linoleum or carpeting.
- 16. A lawn service contractor is contracted out to mow the lawn once a month, however, the tenant is responsible for picking up all trash and debris and maintaining the cleanliness of the yard. Tenants may mow, edge, water and care for the lawn area properly, (unless there is a water restriction imposed.) After notice, an appropriate charge as specified on schedule of charges, shall be made for failure to do this. The tenant shall not remove nor severely prune trees or shrubs. In edging, tenants shall not cut wide ditch-lines along the sidewalks that create a safety hazard as specified on schedule of charges.
- 17. Washing machines must be installed only through the existing drain pipes in the unit. Clothes dryers shall be properly installed and vented. Lint will be construed as improperly vented. Dryers allowed only at Northgate & Senior Villa.
- 18. Tampering with gas, light and water meters will result in lease violation. It is the tenant's responsibility to ensure that utility services are always hooked on by the utility providers. If utilities are turned off for nonpayment, the lease will be terminated.
- 19. Tampering with smoke detectors will result in lease violation. Make sure your smoke detector is working at all times. Call maintenance if the smoke detector is not working.
- 20. Blocked egresses will result in lease violation. Make sure that all your <u>windows</u> are accessible and openable at all times in case of a fire or other emergency. No aluminum foil on windows. Window must open and close properly.
- 21. RHA will only take money orders for rent payment and/or other charges. RHA will not cash any checks whether they be personal, two party, or Social Security checks. No exceptions.
- 22. Property left for more than 5 days in an abandoned unit will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- 23. Tenant will not display, use, or allow members of tenant's household or guests to display or use any firearms, (operable or inoperable, registered or non-registered) or other offensive weapons as defined by the laws and courts of the State of Texas anywhere on or around the property of the Authority.

Date:		
Head of Household Signature:		
Other Adult Signature:		
Other Adult Signature:	 	
Other Adult Signature:		



After carefully reading these notices, please detach this receipt and return it to your local housing authority, landlord, management office, or community development office.

# RECEIPT RESIDENTS RIGHTS AND RESPONSIBILITIES

I have received a copy of the notices entitled:

# **CRIMINAL ACTIVITY POLICY**

# PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

PET POLICY

HOUSEKEEPING STANDARDS POLICY

ABANDONMENT POLICY

COMMUNITY SERVICE/SELF-SUFFICIANCY POLICY

Print Name:	Signature:	
Unit #		
Date		

# ROBSTOWN HOUSING AUTHORITY AGREEMENT FOR RELEASE, DISCHARGE, AND THE ASSUMPTION OF RISKS REGARDING SWIMMING POOLS AND SWING SETS

NAME:Unit #
I am over the age of eighteen and/or am the parent/guardian of a minor(s) under the age of eighteen. As to each provision
contained in this and subsequent paragraphs, I agree, on behalf of myself, or for the person for whom I am signing, and for his/her or my family, heirs, estate, visitors, and guests, that in consideration of the Robstown Housing Authority allowing a swimming pool and/or swing set on the leased premises, I will assume the following risks and release and discharge the Robstown Housing Authority and its employees, officers, managers, agents, board, and related entities (collectively hereafter referred to as the "RHA") as follows: All other removed are identified in RHA's House Rules. NO POOL DEEPER THAN 2 FEET WILL BE ALLOWED ON ANY RHA PROPERTY. THE POOL WILL BE EMPTIED IMMEDIATELY AFTER EACH USE.
DISCLOSURE OF RISK: I am aware that swimming pools and swing sets as well as the activities related to swimming, diving, and swing sets entail, present and involve known and unknown risks that could result in injury, death, illness, mental or physical harm to myself and others, and/or damage to my property or to the property of others.
ASSUMPTION OF RISK: I voluntarily assume and accept the risks of any injury or harm to my person, my family, visitors, guests, or property that may result from these or any other hazards arising from any activity in which I or they may participate in. This assumption of risk includes the risk of injury or harm, including harm that may be caused by acts of omission or negligence by the RHA or any other persons.
RELEASE AND DISCHARGE: I voluntarily release and discharge RHA and all persons related to RHA from all liability, claims, demands, or causes of action that are related to, arise from, or are in any way connected with the use of swimming pools and swing sets on RHA premises. This release includes claims related to the hazards described above, as well as the negligent acts or omissions of the RHA or others. I discharge RHA from all costs and attorney's fees in connection with any claim or claims that may arise as a result of any activity that I, my family, visitors, or guests may engage. I agree to obey all posted signs. I understand that I am obligated and assume full responsibility to maintain any swimming pool or swing set on my leased premises in a safe and sanitary condition.
MENTAL CAPACITY: I have not consumed any alcohol or used any drugs, illegal or which would affect my abilities, during the past twenty-four (24) hours, and I have received the required amount of sleep, and I am capable of entering into this Agreement.
Effect of release and entire agreement: I understand and agree that by signing this agreement I am voluntarily assuming these risks and forever releasing and waiving any right I may have to recover damages, attorney fees, costs or other amounts from the, or other persons related to the RHA for any injury or harm to myself or others resulting from the risks and hazards described above. I understand that this agreement is the entire agreement between the RHA and myself. I have read the entire agreement, understand it, and agree to be bound by it.
I understand that I may consult an attorney prior to signing this agreement. I also stipulate and agree that permission to enter upon the property during the event is contingent upon and will not be granted absent my agreement to each of the terms contained herein.
Date:
HOH SIGNATURE: x RESIDENT SIGNATURE: x
IF THE PARTICIPANT IS <u>UNDER 18 YEARS OF AGE</u> . I declare that I am the parent or guardian of the minor participant and agree that this document will bind the minor participant as well as my rights to hold harmless the RHA and all persons related to those entities.
Parent/Guardian signature:Printed Name:Date:
ANNUAL
(initials) Amended: 07-20-

Amended: 07-20-22 Resolution No. 22-989 Effective: 08-01-22

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

**Lead Warning Statement** 

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

Les	sor's Dis	iosure :			
a)		of lead-based paint and			
	(i)	Known lead-based pain (explain).	t and/or le	ad-based paint hazar	ds are present in the housing
	(ii)	Lessor has no knowled housing.	ge of lead-l	pased paint and/or le	ad-based paint hazards in the
(b)	Records	and reports available to	the lessor	(check (i) or (ii) below	r):
	(i)	Lessor has provided the lead-based paint and/o below).	e lessee wit or lead-base	h all available record d paint hazards in th	s and reports pertaining to e housing (list documents
	(ii)	Lessor has no reports of paint hazards in the ho		ertaining to lead-bas	ed paint and/or lead-based
		<b>cnowledgment</b> (initial)			
		_ Lessee has received co			
(d)		_ Lessee has received the	e pamphlet	Protect Your Family fro	om Lead in Your Home.
Δρ	ent's Ack	nowledgment (initial)			
_		_			ns under 42 U.S.C. 4852d and
Ce	rtificatio	n of Accuracy			
		g parties have reviewed the on they have provided is t			the best of their knowledge, that
Les	ssor		Date	Lessor	Date
Le:	ssee		Date	Lessee	Date
Āρ	ent		Date	Agent	Date



# **Asset Checklist**

	renant:	Date.			
		YES	NO	VERIFIED	AMOUNT
1)	Do you have cash			¥	
	in a savings account?				
	in a checking account?	45			
	in a safety deposit box?				
	at home?				
	anywhere else?				
2)	Do you have trust funds available to your household?				
3)	Do you have any equity in rental property or other capital investments?				
4)	Do you have any stocks, bonds, treasury bills, certificates of deposit or market funds?	r.			
5)	Do you have any retirement or pension funds?				
6)	Will you receive any lump sum receipts?	3			
7)	Do you have any personal property you are holding as an investment? (Antique cars, coins, stamps, etc.)				
8)	Do you have a "Whole Life" Life Insurance Policy?				
9)	Have you disposed of any assets for less than for less than Fair Market Value within the last (2) years?				
	I hereby certify that I have answered these quest Tenant Signatures:	ions about	my assets	s truthfully.	
	PHA Representive:				



## CRIMINAL CHECK ACKNOWLEDGMENT

I, the undersigned, have been notified and do understand that the Robstown Housing Authority, as part of the recertification process for assisted housing, is authorized by the Housing Opportunity Program Extension Act of 1996 to order a criminal history report on me according to the Housing Authority's Criminal Screening Policy. I further understand that my criminal record was pulled for recertification process.

Date:
Head of Household Signature:
Other Adult Signature:
Other Adult Signature:
RHA REPRESENTATIVE SIGNATURE:



625 W. Ave F • Robstown, Texas 78380 • (361) 387-4525

# REQUEST TO NUECES COUNTY SHERIFF'S DEPARTMENT CRIMINAL HISTORY INFORMATION UNDER OPEN RECORDS ACT

TO: NUECES COUNTY SHERIFF'S DEPARTMENT

**Identification Section** 

901 Leopard

Corpus Christi, Texas 78401

I/we want to request a copy of my/our criminal history record, if any, that are in the files of the Nueces County Sheriff's Department. I/we understand that such records will include arrests and convictions for misdemeanors and/or felonies (if any) as well as any probation or paroles. My/our name and other relevant information is provided below.

HEAD OF HOUSEHOLD	SPOUSE/CO-HEAD OR ANYONE OVER THE AGE OF 18	SPOUSE/CO-HEAD OR ANYONE OVER THE AGE OF 18	SPOUSE/CO-HEAD OR ANYONE OVER THE AGE OF 18
Printed Name	Printed Name	Printed Name	Printed Name
Date of Birth	Date of Birth	Date of Birth	Date of Birth
Social Security No.	Social Security No.	Social Security No.	Social Security No.
Texas Driver's License or ID#	Texas Driver's License or ID#	Texas Driver's License or ID#	Texas Driver's License or ID#
Authorizing Signature	Authorizing Signature	Authorizing Signature	Authorizing Signature
Date	Date	Date	Date

This authorization is good for 12 months from the date of signature.

This request is being made pursuant to section 552. 023 of the Texas Government Code (Texas Open Records Act) which grants all citizens a special right of access to confidential information on themselves in state government files.

Please release my/our complete criminal history record, if any to:

**ROBSTOWN HOUSING AUTHORITY** 

Attn: Low Rent Manager

625 W. Ave F.

Robstown, Texas 78380

ESTE FORMULARIO NO DEBE USARSE COMO FORMULARIO DE CONSENTIMIENTO / AUTORIZACIÓN. La agencia conservará este formulario de verificación de CCH para fines de auditoría del DPS.

# **DPS Computerized Criminal History (CCH) Verification Form**

onocer la información de la Sección 1. S 	e requiere firma y		
	Ti-		
ública de Texas y que puede basarse en identificac gencia acceda a los datos de antecedentes penale	lores de nombre y fecha de s de una persona se puede		
verdadera de la información de antecedentes pena aliza la verificación de antecedentes penales no tien es penales obtenida mediante el método de nombr	les (CHRI, por sus siglas en ne permitido hablar conmigo re y fecha de nacimiento. La		
n línea Información general de registros criminales   tes penales personales o llamando al proveedor del nellas dactilares, solicitar que se envíe una copia a la empresa de servicios de huellas dactilares.	Departamento de Seguridad programa DPS al 1-888-467- a la agencia que se indica a		
nformación sobre mis antecedentes penales en huella do a continuación.	is dactilares se podra analizar		
Nombre de la Solicitante (Imprimir): Fecha:			
completed by authorized personnel condu	cting search.		
en nombre:			
ame Based Tracking information. Check all	that apply.		
□ Solicitante □ Voluntaria □ Contratista	□ Otro/Otra:		
Recordatorio: DPS no recomienda almacenar ninguna p  NO, el CHRI no se almacena por agencia.  SÍ, el CHRI se almacena por agencia.	arte de CHRI.		
7/	almacenado/guardado □		
Otro:  □ Físico/Impreso (copia en papel)			
☐ Digital/Electrónico (guardado en cualqui	er lugar del		
	er lugar del		
	idación de antecedentes penales computarizada (Coública de Texas y que puede basarse en identificad gencia acceda a los datos de antecedentes penales xas 411, Subcapítulo F https://statutes.capitol.texas no es una búsqueda exacta y solo las búsqued verdadera de la información de antecedentes penales aliza la verificación de antecedentes penales no tier es penales obtenida mediante el método de nombre ealice una búsqueda de huellas dactilares para aclueda de nombre y fecha de nacimiento.  lares, debo hacer una cita con los Servicios de Solica línea Información general de registros criminales   tes penales personales o llamando al proveedor del nellas dactilares, solicitar que se envíe una copia a la empresa de servicios de huellas dactilares.  Información sobre mis antecedentes penales en huella do a continuación.  Completed by authorized personnel conductiva de la continuación.  Solicitante Voluntaria Contratista Recordatorio: DPS no recomienda almacenar ninguna por NO, el CHRI no se almacena por agencia.		

CHRI + Audit Resources Link



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:

- Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
- Verify your reported income sources and amounts.
- Confirm your participation in only one HUD rental assistance program.
- Confirm if you owe an outstanding debt to any PHA
- Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
- 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
- Termination of assistance
- Repayment of rent that you should have paid had you reported your income correctly
- Prohibited from receiving future rental assistance for a period of up to 10 years
- 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 <a href="https://www.socialsecurity.gov">www.socialsecurity.gov</a>. 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: <a href="http://www.ftc.gov">http://www.ftc.gov</a>). Provide your PHA with a copy of your identity theft complaint.

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: http://www.hudgov/oficesphiprograms/phitriputvcfm.

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

- 1. Public Housing (24 CFR 960); and
- Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
- 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	



# HOUSEHOLD INCOME AND COMPOSITION INFORMATION FORM

	Age
	Age
he total household inc	ome per month
igned:	Date:



# MONTHLY EXPENDITURE LIST BUDGET

RENT		
UTILITIES (Electricity & Gas)		
WATER		
FOOD (SNAP & CASH)		
TOILETRIES (Household Items)		
CAR PAYMENT		
CAR INSURANCE		
GAS FOR AUTO		
TELEPHONE/CELL		
CHILD CARE		
CLOTHING/FAMILY		
ENTERTAINMENT		
PET Expenses	\$	
CABLE/INTERNET/WiFi		
LOANS		
CREDIT CARDS	· ···	
OTHER PAYMENTS/EXPENSES	;	
- · · · · · · · · · · · · · · · · · · ·		

I certify that the amounts represented above are correct and all inclusive.

Date:	Unit #	
Head of Household Signature:		



# U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

## DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 08/31/2016.

### 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:

- 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
- 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.

08/2013 RENT Form HUD-52675

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#### 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.

### 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.
- 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.
- 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:

ROBSTOWN HOUSING AUTHORITY 625 W. AVE , F ROBSTOWN, TX 78380 I hereby acknowledge that the PHA provided me with the Debts Owed to PHAs & Termination Notice:

08/2013 RENT Form HUD-52675

Other Household Member



## **NOTICE TO RHA RESIDENTS:**

The Housing Opportunity Through Modernization Act (HOTMA) final rule became effective on February 14, 2023. For all PHA's it has a final implementation date of January 1, 2024. The over income rule for public housing families became effective on June 16, 2023.

On July 18, 2023, HUD provided updates about the implementation of HOTMA related to Sections 102 and 104. While Public Housing entities are required to make changes to their ACOP (Admissions and Continued Occupancy Policy) and/or Administrative Plan on or before January 1, 2024, HUD has allowed PHA's to suspend implementation of the rule due to the inability to transmit the 50058s to the HIP system because the software that we use is not ready to accomplish the action.

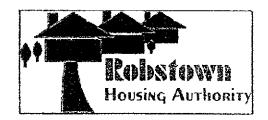
A. The Robstown Housing Authority will be conducting your annual reexamination using the ACOP adopted on August 16, 2023, which does not comply with Sections 102 and 104 of HOTMA. All annual and or interim re-exams conducted after January 1, 2024, will be accomplished using the ACOP/Admin Plan as noted above until we are ready to transmit using the HIP submissions. We will notify you of this change when we are able to transmit data to HUD using the new HIP system. B. The Robstown HOUSING AUTHORITY HOUSING AUTHORITY will be conducting your annual reexamination using the ACOP adopted on \_\_\_\_\_\_which does comply with Sections 102 and 104 of HOTMA. C. On August 16, 2023, the Robstown Housing Authority adopted Section 103 for Over Income limits. This pertains to Public Housing residents only. These limits will be used for admission and continued occupancy functions associated with our Public Housing units and leases. I/we understand that any reexamination be it annual or interim will be conducted using either A or C above. The PHA will notify me when they are ready to transmit my family information to HUD. I understand that when this happens Section 102 and 104 will be effective. Section 103 is already in effect as of the date noted above. Date: \_\_\_\_ Head of Household Spouse/Co-Head

Date: \_\_\_\_



# AUTHORIZATION FOR RHA TO SEND UTILITY ALLOWANCE CHECK TO CORRESPONDING UTILITY COMPANY

1,		in Unit	# h	ereby
l,authorize Robstown Housing Authority to send a monthly basis, to RUS, NEC or CPL effective in	l any and all u mmediately.	tility allow	ance credits due r	ne on
I understand that I am responsible for any balar	nce left after s	aid credits	have been applied	d and
I also understand that in order to get my mont charges I owe to the RHA on or before the 5 <sup>th</sup> o			any other miscella	neous
I understand that these monthly credits are see each month.	ent to RUS, NI	EC or CPL	on or before the 1	.5 <sup>th</sup> o
Date:				
Head of Household Signature:				
Other Adult Signature:				
Other Adult Signature:				1,4
RHA REPRESENTATIVE SIGNATURE:				



# TENANT AUTHORIZATION TO ALLOW ROBSTOWN HOUSING AUTHORITY TO INQUIRE ABOUT MY WATER SERVICES AND ACCOUNT

т	`~		h.	~~	:+	may				
ı	O	w	no	m	ΙŪ	mav	CO	nce	?TN	

Via this document and with my signature I hereby state and agree that:

The Robstown Housing Authority's management staff has my permission to check my records with respect to my water services at any time if the water services have been transferred or turned off.

If I move out RHA has permission to check my account to inquire if the water meter has been removed and/or is still on RHA property.

RHA has my permission to discuss the services related to my water consumption and usage at any given time.

Tenant Signature	Date	
Tenant Signature	Date	<del></del> -
RHA Representative Signature	Date	·



# **RHA ATTACHMENT 1**

# **Loss of Contents Personal Property Waiver**

١,	, who do hereby reside in Unit	L # nave
	been informed by the Robstown Housing Authority that it is my repurchase renters insurance coverage for my apartment contents property. I understand that the Robstown Housing Authority does not provide Renters Insurance Coverage for my contents or personal property.	esponsibility to and persona ot and will not
	and personal property. If I choose not to purchase insurance coverage and personal property, I will not hold the Robstown Housing Authority licentents and personal property become damaged or destroyed by we reason caused by flood or fire or any natural disaster.	for my contents iable should my ather means or
	understand that the Robstown Housing Authority is responsible only for a apartment and building.	overage on the
[	Date:	
ł	Head of Household Signature:	
(	Other Adult Signature:	<b>-</b> s
(	Other Adult Signature:	_
J	RHA REPRESENTATIVE SIGNATURE:	



# **ATTACHMENT 2**

## TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES CHILD PROTECTIVE SERVICES

## **AUTHORIZATION FOR RELEASE OF INFORMATION**

I hereby aut	horize			
	(Physician,	hospital, institution, oth	er agency)	
having medi	ical or other records pertaining	g to:		
Name		DOB	Sex	
to disclose a	and release copies of such reco	ords to the		, and it's representative.
I hereby rele	ease(Physician, hospital,	, institution and other ag	gency)	
From all leg	al responsibility and liability fo	or any consequences o	f the act I have autho	orized above.
Signatu	re of Parent/Guar	rdian	Date	
Address				
Worker or S	Supervisor	Date		
WHEN INFO	DRMATION REQUESTED IS REA	DY:		
Mail to:	Texas Department of Prot Child Protective Services Attn: 429 E. Main Robstown, Texas 78380	tective and Regulatory	Services	
	Or:			
Call:	Texas Department of Pro- Child Protective Services (361) 767-6341	tective and Regulatory	Services	

## **ATTACHMENT 3**

## APPLICANT / TENANT CERTIFICATION

## APPLICANT(S)'S / TENANT(S)'S STATEMENT

I/We certify that the information given to the <u>Robstown</u> Housing Agency on household composition, income, net family assets, and allowance deductions is accurate and complete to the best of my knowledge and belief. I/We understand that false statements or information are punishable under Federal Law. I/We also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy.

Date:	
Head of Household Signature:	
Other Adult Signature:	
Other Adult Signature:	

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hotline at 800-424-8590. (Within the Washington D.C. Metropolitan Area, call 426-3500.)

\* After verification by this Housing Agency, the information will be submitted to the Department of Housing and Urban Development on Form HUD-50058 (Tenant Data Summary), a computer generated facsimile of the form or on magnetic tape. See the Federal Privacy Act Statement for more information about its use.



# PHA'S OFFICIAL CERTIFICATION FOR TENANT'S FILE

# **ATTACHMENT 4**

#### PHA'S OFFICIAL STATEMENT

PHA 3 OFFICIA	AL STATEMENT
certify that:	
(1)	The information given to the Robstown Housing Authority Agency by the household of Composition, income, net family assets, allowances and deductions to have been certified as required by Federal Law;
(2)	The family was eligible at admission.
(3)	The family has certified that it has given our agency accurate and complete information and this information is given to us by the tenant(s) to the best of their knowledge.
RHA REPRESE	NTATIVE SIGNATURE DATE



625 W. Ave F • Robstown, Texas 78380 • (361) 387-4525

# ATTACHMENT 5 FEDERAL PRIVACY ACT STATEMENT

The U. S. Department of Housing and Urban Development (HUD) collects information on tenants in HUD-assisted rental housing. The U.S. Privacy Act of 1974 established requirements governing HUD's use and disclosure of the information it collects on individuals and families.

Public Housing Agencies (PHA's) operating such housing send HUD information on their tenants' income, family composition, rent, etc. This information was already given by the tenants to the PHAs when applying or being re-examined. It is transferred to HUD forms used for data collection. The forms may be sent to a contractor who key punches the information in preparation for processing by HUD computers.

<u>USE:</u> HUD uses the information for budget development, program evaluation and planning, and reports to the President and Congress. HUD also uses the information to monitor compliance with Federal requirements on eligibility and rent and to verify the accuracy and completeness of income information.

<u>PUBLIC ACCESS</u>: Summaries of tenant data are available to the public. Disclosure of information about individuals and families is restricted by the Privacy Act of 1974. Such information relevant to eligibility and rent determinations and when applicable to other civil, criminal, or regulatory matters.

The Privacy Act restricts HUD's disclosure of information on individuals and families but does not restrict the PHA from releasing such information. There may be State and Local laws or regulations that govern disclosure by the public housing agency.

INFORMATION REQUIREMENTS: Giving your Social Security number to HUD or the PHA is voluntary. Failure to give it does not effect your eligibility or the amount of your payment. HUD uses the Social Security number as an identifier in computer-matching to check the eligibility and rent determinations made by the PHA.

The other information must be provided to HUD so that it can carry out its monitoring and data collection responsibilities. Failure to do so may result in eviction or the withdrawal of housing assistance (depending on the housing program).

<u>AUTHORITY:</u> HUD is permitted to ask for the information by the U.S. Housing Act of 1937 as amended, 42 U.S.C., 1437 et. Seq., the Housing and Community Development Act of 1981, Public Law 97-35, 85 Stat., 348, 408.

### SIGNATURE:

nave read this Federal Privacy Act Statement on this DATE:
ead of Household Signature:
ith as Adult Clamatura.
ther Adult Signature:
ther Adult Signature:

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hotline at 1-800-424-8590. (Within the Washington D.C. Metropolitan Area, call 426-3500



# Robstown Housing Authority Smoke-Free Housing Policy

In compliance with US Department of Housing and Urban Development Notice PIH-2009-21 all residents of the Robstown Housing Authority are subject to this policy. Many studies show that second hand smoke is involuntarily inhaled by nonsmokers, lingers in the air hours after cigarettes have been extinguished and can cause or exacerbate a wide range of adverse health effects, including cancer, respiratory infections and asthma." (This data comes from The American Lung Association.) "There is strong evidence that smoking cessation even late in life not only adds years to life, but also improves quality of life. Accordingly, the RHA encourages all residents to stop smoking for their personal health.

To insure quality of air and the safety of all Robstown Housing Authority Public Housing Residents, the Housing Authority of the City of Robstown, has declared that all Robstown Housing Authority properties are **smoke free**. Smoking is not permitted in any of the units. Smoking is only permitted outside the building.

- 1. Smoking is not permitted in any of the Robstown Housing Authority (RHA) units, in accordance with the following policy. Effective on January 1, 2015, all current residents, employees, guests, caregivers and new residents of the Robstown Housing Authority after this date will be prohibited from smoking anywhere in the RHA units. No exceptions or waivers will be granted to anyone.
- 2. Any deviation from the smoke-free policy by any resident, a member of their household, caregivers or their guest will be considered a Lease violation. Two (2) violations will result in eviction.
- 3. "No Smoking" signs will be located on the property perimeters.
- 4. Smoking outside the building is permitted. Residents are responsible for the disposal of their own tobacco products. This includes cigarette butts, chewing tobacco and any packaging. Cigarette butts should be disposed of properly in a trash can or a designated container.
- 5. Residents are responsible for policing their units and surrounding area. If a resident smells tobacco smoke in the duplex, they shall report this to the Administrative office immediately. Management will seek the source of the smoke and take appropriate action.

- 6. For the health and safety of the Robstown Housing Authority employees, contractors and their representatives, resident shall not have any type of tobacco or related product burning at such time as any employee, contractor or representative of the Robstown Housing Authority enters and remains on the premises. If the resident refuses to put out the burning tobacco or related product prior to the employee or representative entering onto the premises, or if the resident lights a tobacco or related product while an employee, contractor or representative remains on the premises the employee, contractor or representative shall leave the premises immediately and shall not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services in your unit.
- 8. Upon adoption of this policy, all residents presently living in any Robstown Housing Authority unit will be given two copies of the policy. After review, the resident will sign both copies and return one to the Robstown Housing Authority's administrative office for placement in the resident's file.
- 9. New residents will be given two copies of the smoke-free policy. After review, the new tenant will sign both copies and return one copy to the Robstown Housing Authority's administrative office. The signed copy will be placed in the resident's file.
- 10. Any deviation from the smoking policy by any tenant, a member of their household, their caregivers or their guest will be considered a serious or repeated Lease violation and cause for termination of that household's Lease.

### **RESIDENT CERTIFICATION:**

I have read and understand the above smoke-free policy and I agree to comply fully with the provisions of said policy. I understand that failure to comply may result in Lease termination.

Date:	
Head of Household Signature:	
Other Adult Signature:	
Other Adult Signature:	

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 Organi	ization:	
Address:		
Telephone No:	Cell Phone No:	
E-Mail Address (if applicable):		
Relationship to Applicant:		
Reason for Contact: (Check all that apply)		
Emergency Unable to contact you Termination of rental assistance Eviction from unit Late payment of rent	Assist with Recertification Change in lease terms Change in house rules Other:	Process
Commitment of Housing Authority or Owner: If you arise during your tenancy or if you require any service issues or in providing any services or special care to you	s or special care, we may contact the person or	vill be kept as part of your tenant file. If issues organization you listed to assist in resolving the
Confidentiality Statement: The information provided applicant or applicable law.	on this form is confidential and will not be dis	sclosed to anyone except as permitted by the
Legal Notification: Section 644 of the Housing and C requires each applicant for federally assisted housing to organization. By accepting the applicant's application requirements of 24 CFR section 5.105, including the programs on the basis of race, color, religion, national age discrimination under the Age Discrimination Act of	to be offered the option of providing information, the housing provider agrees to comply with the prohibitions on discrimination in admission to off origin, sex, disability, and familial status under	on regarding an additional contact person or the non-discrimination and equal opportunity or participation in federally assisted housing
Check this box if you choose not to provide the	he contact information.	
Signature of Applicant		Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist un 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 disborsement data from fraudulent actions.

## Authorization for the Release of Information/Privacy Act Notice to the U.S. Department of Housing and Urba: 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.

argitatui ee.			
Head of Household	Date	<del></del>	
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	Dale	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.

Cinnotures:

## Robstown Housing Authority

### COMMUNITY SERVICE/SELF SUFFICIENCY POLICY & CERTIFICATION

### A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

### B. Definitions

Community Service - volunteer work which includes, but is not limited to:

- 1. Work at a local school, hospital, or child care center
- 2. Work with youth organizations
- Work at the Authority to help improve physical conditions
- 4. Work at the Authority to help with children's programs
- Helping neighborhood groups with special projects
- 6. Working through resident organization to help other residents with problems

### NOTE: Political activity is excluded.

Self Sufficiency Activities - activities which include, but are not limited to:

- 1 Job training programs
- 2. Substance abuse or mental health counseling
- 3. English proficiency or literacy (reading) classes
- 4. Budgeting and credit counseling
- 5. Any kind of class that helps a person toward economic independence
- 6. Attending high school, college, university or vocational education classes

#### Exempt Adult - an adult member of the family who

- 1. Is 62 years of age or older
- 2. Has a disability that prevents him/her from being gainfully employed
- 3. Is the caretaker of a disabled person
- 4. Is working at least 20 hours per week
- 5. Is participating in welfare to work program
- 6. Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

### C. Requirements of the Program

- The eight (8) hours per month may be either volunteer work or self sufficiency program activity
  or a combination of the two
- 2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
- Activities must be performed within the community and not outside the jurisdictional area of the Authority.

### Family obligations

- a. At lease execution or re-examination after October 1, 1999, all adult members (18 or older) of a public housing resident family must
- 1) Provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
- 2) Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in

- nonrenewal of their lease.
- b. At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
- c. If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
- d. Change in exempt status:
  - 1) If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
  - 2) If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

### 5. Authority obligations

- a. To the greatest extent possible and practicable, the Authority will
  - 1) Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement)
  - 2) Provide in-house opportunities for volunteer work or self sufficiency programs.
- b. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution
- c. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- d. Noncompliance of family member
  - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
  - 2) If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
  - 3) If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
  - 4) The family may use the Authority's Grievance Procedure to protest the lease termination.

# **Appendix 1**

# Community Service Exemption Certification

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

	[	]	I am 62 or older
	[	]	I have a disability which prevents me from working (Certification of Disability Form will serve as documentation)
	[	]	I am working at least 20 hours per week (Employment Verification form will serve as documentation)
	[	]	I am participating in Welfare to Work Program (Must provide verification letter from agency)
	[	]	I am receiving TANF and am participating in a required economic self- sufficiency program or work activity (Must provide verification from the funding agency that you are Complying with job training or work requirements)
	[	]	I am receiving assistance under SNAP.
	[	]	I am claiming another exemption and have signed a <b>Self-Certification Form</b> .
	[	1	I do not qualify for an exemption, therefore I understand I will need to fulfill my Community Service Requirements.
Date:			
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**Community Service** 

# Appendix 2

# **Community Service Compliance Certification**

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

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement; our lease will not be renewed.

Date:	
HOH SIGNATURE:	
OTHER SIGNATURE:	
OTHER SIGNATURE:	