

## Briefing Checklist for Section 8 PBV-Project Based Vouchers

I, \_\_\_\_\_ certify that I have received a briefing on the Section 8 Voucher Program from a  
Bloomington Housing Authority Representative.

I have also been given materials in the form of a “Tenant Packet” to further explain the Section 8 Voucher Program.

### **Contents include the following information:**

HUD-Debts Owed To Public Housing Agencies and Terminations  
HUD- PIH Alert  
HUD-52646 Voucher  
HUD-52517 Request for Tenancy Approval  
HUD-Lead Based Paint Disclosure  
BHA-Property Amenities  
BHA-Tenant-Landlord Sign off Sheet  
BHA-Participants Agreement/Obligations  
BHA- Requirement to Report Income  
BHA-Lease Addendum for Drug Free Housing  
BHA- Section 8 (Grievance Procedure) Policy  
HUD- Violence Against Women Act (VAWA)  
BHA-Acceptance of Unit  
BHA-Release to Owners  
HUD-Applying For HUD Housing Assistance-Is Fraud Worth It  
Nan McKay-The Family Handbook  
BHA-Section 8 Applicant/Resident Information  
BHA-Section 8 Landlord Information  
HAND-Tenants’ & Owners’ Rights & Responsibilities  
HUD-1686 Fair Housing  
HUD-593-PIH (9)-A Good Place to Live  
BHA- Suggestions for Energy Efficiency  
BHA-Termination of Tenancy  
BHA-Policy for Interactions Between Clients/Residents and BHA Staff  
HUD-9886 Authorization for the Release of Information/Privacy Act Notice  
HUD-903 Housing Discrimination Complaint  
BHA-Family Self Sufficiency Program Overview  
BHA-Service Agencies

**By signing below you are acknowledging that you have received all the documents listed for your records and the BHA Representative has reviewed each with you on this date.**

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

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

BHA Representative \_\_\_\_\_ 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 recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 04/30/2023.

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

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

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

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

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

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

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

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

**Who will have access to the information collected?**

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

**How will this information be used?**

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

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

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

**What are my rights?**

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

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

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

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

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

**This Notice was provided by the below-listed PHA:**

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

Signature

Date

# PIH Alert

July 10, 2008

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Nan McKay & Associates - 800.783.3100 - [www.nanmckay.com](http://www.nanmckay.com)

## HCV Program News

### OIG Issues Fraud Alert

Today in the *Federal Register*, HUD's Office of Inspector General (OIG) issued a [bulletin](#) alerting the public to a wrongful practice engaged in by some landlords in the housing choice voucher (HCV) program: charging excess rent. As the bulletin points out, the housing assistance payments (HAP) contract for the HCV program expressly prohibits landlords from requiring tenants to pay rent in excess of what is authorized under their contracts. However, OIG has become aware, through citizen complaints filed throughout the nation, that "numerous" HCV landlords are violating this express prohibition.

Today's bulletin is intended to discourage "this sort of egregious conduct" by describing the penalties associated with it—an assessment equal to three times the amount of the claim, plus a penalty of between \$5,500 and \$11,000 per claim—and by inviting anyone with "pertinent information" to contact OIG's Office of Legal Counsel. "OIG will not tolerate such conduct," says the bulletin, "and rather will cooperate with efforts to bring offending landlords to justice and to remedy their wrongs."

# JAIL BOOKINGS

*EDITOR'S NOTE: Booking information is provided by the Monroe County Jail. These are preliminary charges and may change as cases are processed. To follow a court case, search the state's court records at <http://mycase.in.gov>.*

• [REDACTED], 32, of Ellettsville, arrested Monday by police on a warrant charging welfare fraud; booked into Monroe County Jail at 1:35 a.m. Bond set at \$4,000 surety, \$500 cash.

[REDACTED]  
Ellettsville, IN 47429

5' 2", 104 lbs

State Plaintiff State of Indiana

David J. Gohn  
Monroe County Prosecutor's  
Office  
301 N College Avenue  
Bloomington, IN 47404  
812-349-2670(W)

## CHARGE INFORMATION

Charges:	Statute	Level	Date
1. 35-43-5-7(a)(5)/FC: Welfare Fraud	35-43-5-7(a)(5)	Felony C	07/01/2009
2. 35-43-5-7(a)(5)/FC: Welfare Fraud	35-43-5-7(a)(5)	Felony C	09/01/2011
3. 35-43-5-7(a)(5)/FD: Welfare Fraud - Amt Involved More Than \$250 But Less Than \$2,500 OR Prior Filed As: 35-43-5-7(a)(5)/FC: Welfare Fraud	35-43-5-7(a)(5)	Felony D	08/01/2012
	35-43-5-7(a)(5)	Felony C	08/01/2012

## Bonds

Monroe Corporate Surety Bond \$4,000  
11/17/2014 SURETY BOND RECEIVED BY CLERK  
Counts: 1, 2, 3

Monroe Cash Bond \$500  
01/08/2015 CASH BOND RECEIVED BY CLERK  
Counts: 1, 2, 3

06/15/2015 **Sentenced** (Judicial Officer: Harper, Teresa D)  
3. 35-43-5-7(a)(5)/FD: Welfare Fraud - Amt Involved More Than \$250 But Less Than \$2,500 OR Prior  
Comment ()  
Condition - Adult:  
1. Community Service, 06/15/2015, Active 06/15/2015  
2. Probation, 06/15/2015 - 06/07/2016, Active 06/15/2015  
Comment: Defendant to complete 35 hours of community service. kmp  
Confinement to Commence 06/16/2015  
Indiana Department of Correction  
Term: 540 Days  
Jail Credit: 1 Days  
Suspended: 538 Days

06/15/2015 **Abstract of Judgment Completed for non-DOC case**  
06/16/2015 **Clerk Partially Releases Bond Per Order**

**Voucher**  
**Housing Choice Voucher Program**

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

OMB No. 2577-0169  
(exp. 07/31/2022)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. <b>Date Extension Expires</b> (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

**1. Housing Choice Voucher Program**

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

**2. Voucher**

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

**3. PHA Approval or Disapproval of Unit or Lease**

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
  - 1. The owner and the family must execute the lease.
  - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

- 1. The proposed unit or lease is disapproved for specified reasons, and
- 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

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"

**4. Obligations of the Family**

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  - 9. Request PHA written approval to add any other family member as an occupant of the unit.
  - 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  - 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

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

- D. The family (including each family member) must not:
  - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - 2. Commit any serious or repeated violation of the lease.
  - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - 5. Sublease or let the unit or assign the lease or transfer the unit.

"  
"  
"



6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

#### **5. Illegal Discrimination**

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

#### **6. Expiration and Extension of Voucher**

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.



**Request for Tenancy Approval**

Housing Choice Voucher Program

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

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, unit #, city, state, zip code)
PBV	

3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
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<p>9. Structure Type</p> <p><input type="checkbox"/> Single Family Detached (one family under one roof)</p> <p><input type="checkbox"/> Semi-Detached (duplex, attached on one side)</p> <p><input type="checkbox"/> Rowhouse/Townhouse (attached on two sides)</p> <p><input type="checkbox"/> Low-rise apartment building (4 stories or fewer)</p> <p><input type="checkbox"/> High-rise apartment building (5+ stories)</p> <p><input type="checkbox"/> Manufactured Home (mobile home)</p>	<p>10. If this unit is subsidized, indicate type of subsidy:</p> <p><input type="checkbox"/> Section 202    <input type="checkbox"/> Section 221(d)(3)(BMIR)</p> <p><input type="checkbox"/> Tax Credit    <input type="checkbox"/> HOME</p> <p><input type="checkbox"/> Section 236 (insured or uninsured)</p> <p><input type="checkbox"/> Section 515 Rural Development</p> <p><input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____</p>
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11. Utilities and Appliances  
 The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by	
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Other (specify)			
			Provided by
Refrigerator			
Range/Microwave			

**12. Owner’s Certifications**

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

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

- c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family’s behavior or suitability for tenancy. Such screening is the owner’s responsibility.

14. The owner’s lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Head of Household Printed Name	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

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

**Lead Warning Statement**

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

**Lessor's Disclosure**

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

**Lessee's Acknowledgment (initial)**

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date





# Property Amenities Form

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

Date Constructed: \_\_\_\_\_ Square footage of unit: \_\_\_\_\_ Number of bathrooms \_\_\_\_\_

Prospective Tenant's Name: \_\_\_\_\_ Accessible unit: Yes No

Unit Type (Circle only one): Single Family Detached Apartment/Townhouse Duplex Manufactured Home

Utilities are in service and in working order: Yes No (If No, inspection will not be scheduled.)

Unit has been painted, cleaned and received turnover maintenance within the past 30 days: Yes No

Unit is within 5 miles of public transportation and/or medical facilities: Yes No If yes how many miles? \_\_\_\_\_

Unit has the following amenities, facilities and services: (Circle all that apply)

- Drapes/Blinds      Ceiling Fans      Dishwasher      Garbage Disposal      Microwave      Refrigerator
- Central Air      Window Air      On-Site Laundry Facility      Wi-Fi/High-Speed Internet      Patio/Balcony      Stove-hood
- Washer/Dryer Hook-up      Washer/Dryer      Finished Basement      Unfinished Basement      Playground
- Storage Shed      Deck/Porch      Fitness Center      Pool      Garage      On-site Parking      Large Yard/Common Area
- On-Site Maintenance      Owner-Provided Snow Removal      Owner-Provided Lawn Care

Unit has had the following upgrades within the past five years: (Circle all that apply)

- Floor Covering      Windows      Exterior Doors      Siding      Roof      Insulation
- Furnace      Water Heater      Countertops

Owner/Landlord Name: \_\_\_\_\_

Preparer's Name and Title (if different from above): \_\_\_\_\_

By signing below, I certify that I have disclosed true and accurate information on this form. I understand that if all of the above questions are not answered, the inspection will not be scheduled and the proposed tenancy may not be able to be approved. I further understand that the unit must be in a "move-in ready" condition and all utilities on in order for the inspection to be scheduled. I further acknowledge that if the unit fails the initial inspection, only one follow-up inspection will be conducted to verify all required repairs have been completed.

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





**TENANT-LANDLORD SIGN OFF SHEET**

I agree that an initial joint inspection between the landlord (or their designee) and the tenant was conducted on \_\_\_\_\_ at the following address \_\_\_\_\_.

We are both in agreement that the following were the only damages at the time of this inspection:

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

**\*ATTENTION LANDLORDS IMPORTANT INFORMATION\***

The Bloomington Housing Authority will make every effort to accommodate both you and your tenant. We strive to make every transaction an “efficient and stress free” experience”. All new “Move-Ins” will begin on the first of the month. To ensure your HAP payments (The Bloomington Housing Authority’s portion of the rent) are made in a timely manner the following **must** occur:

1. Once the inspection has been completed and passed, the tenant **MUST** move into the unit.
1. The Tenant/Landlord Sign Off Sheet must be completed and signed by both the landlord and the tenant and returned to the BHA office.
2. Both you and your tenant must sign the lease.

It is very important that the above items are completed; **if any of the above are not completed the rent will default to the next “Move-In” date.**

\_\_\_\_\_  
Landlord Name (Please Print)

\_\_\_\_\_  
Tenant Name (Please Print)

\_\_\_\_\_  
Landlord Signature Date

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

\_\_\_\_\_  
Landlord Contact Phone Number

\_\_\_\_\_  
Tenant Contact Phone Number



## Section 8 Program Participant's Agreement/Obligations

Rev. 6/2010

Name of Participant: \_\_\_\_\_

Current Address: \_\_\_\_\_

I agree to perform all obligations under the Section 8 Program and to be bound by all obligations found in the Bloomington Housing Authority's Administrative Policy. I understand that the Bloomington Housing Authority may terminate assistance for violation of any of the stated family obligations.

1. I agree to supply documentation as HUD or the Bloomington Housing Authority determines necessary in the administration of this program.
2. I agree to comply with the requirements of the BHA in conducting annual renewals or interim changes of household income or household members.
3. I agree to report, in writing, any changes in my household income and/or household members within 14 days of the occurrence. I understand that household members include all minors and adults in the household. Failure to report these changes in a timely manner may result in a payment agreement with the BHA. The BHA will define "occurrence" as the first day of employment or the first day any other household income such as child support, etc., begins.
4. I agree to allow the BHA to inspect my leased unit after reasonable notice (24 hours).
5. Prior to vacating my assisted dwelling unit, I agree to notify BHA and my landlord in writing and in accordance with the terms of my lease agreement. I understand that I may not move more than one time each twelve months. I understand that BHA will not certify me to move until I have provided BHA with written permission from my landlord releasing me from my lease agreement. Further, I understand that I must notify BHA of any notice of eviction within 14 calendar days and if evicted from my assisted unit, BHA will file termination of my assistance.
6. I agree to use the leased dwelling unit as my sole residence and shall not assign, transfer or sublease my unit.
7. I understand that I cannot permit any person or persons who are not on my Section 8 lease agreement to reside in my dwelling unit without the written consent of the landlord and the BHA. Guests cannot stay longer than 14 days per calendar year.
8. I agree that I cannot have a financial interest in the dwelling unit leased under Section 8.
9. I agree not to commit any fraud in connection with the Section 8 Voucher Program. I understand I cannot pay any additional rent to the landlord or pay any utilities that are the responsibility of the landlord. I agree to report any requests to do so to the BHA.
10. I understand that I cannot have Housing Assistance with any other HUD assisted housing program while receiving assistance from the BHA Voucher Program.
11. I agree to repay the BHA/landlord for any charges against me including but not limited to damages and/or unpaid rent. The maximum amount the BHA will enter into a payment agreement with a family is \$5000.00 and will not exceed a period of more than three (3) years. Any amounts exceeding \$5000.00, must be paid prior to the execution of a repayment agreement.
12. I agree to keep my leased dwelling unit in a clean and sanitary condition and shall comply with state and local laws requiring tenant to maintain rented premises.
13. I agree and shall be responsible for any damages (other than normal wear and tear) caused by acts of neglect by myself or my guests.
14. I agree and understand that the BHA may deny or terminate assistance for the household due to action or failure to act by household members.
15. I agree and understand that the BHA is required to deny admission or terminate assistance for illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents.
16. I understand that my voucher is tied to the property which I am going to be moving into. I further understand that after the completion of a one year lease that I may be eligible for a tenant-based Section 8 voucher.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Other Household Adults

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Occupancy Specialist

\_\_\_\_\_  
Date



## Requirement to Report Income

I understand that I **MUST** report **ALL** income regardless of my situation. Even if I qualify for the Earned Income Disallowance (EID) I **MUST** report any change in income within fourteen (14) days.

Per the Section 8 Participant's Agreement item number 3:

I agree to report, in writing, any changes in my household income and/or household members within 14 days of the occurrence. I understand that household members include all minors and adults in the household. Failure to report these changes in a timely manner may result in a payment agreement with the BHA. The BHA will define "occurrence" as the first day of employment or the first day any other household income such as child support, etc., begins.

Client

Date

\_\_\_\_\_  
BHA Staff

Date

We want to help you keep your rental assistance. Each month, people are terminated from BHA Programs. They are terminated, not because they have increased their income or improved their situation to the point they no longer need the program, but because they have failed to meet their responsibilities as residents/participants.



**LEASE ADDENDUM FOR DRUG FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any members of Tenant’s household, any guest, and any other person under Tenant’s control shall not:
  - a. Engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or other persons residing in the immediate vicinity of the premises, including management staff;
  - b. Engage in any drug-related criminal activity on or off the premises. “Drug-related criminal activity” means the illegal use, manufacture, selling, or distribution of a controlled substance, or possession with the intent to use, manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substance Act-21 U.S.C. 802);
  - c. Illegally use any drug;
  - d. Engage in a pattern of illegal use of a drug or alcohol abuse which interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
  - e. Engage in any violent criminal activity on or near the premises;
  - f. Engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises; and,
  - g. Permit the dwelling to be used for or to facilitate, criminal activity, including drug-related criminal activity.
  
2. Owner will evict Tenant and Tenant’s household if any member of the household is fleeing to avoid prosecution, custody, or confinement for a crime that is a felony under the laws of the place from which the individual is fleeing.
  
3. Owner will evict Tenant and Tenant’s household if any member of the household is violating a condition of probation or parole imposed under Federal or State law.
  
4. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Lease Addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of a violation shall not require criminal conviction, but shall be by the preponderance of the evidence.
  
5. In the case of a conflict between the provisions of this Addendum and any other provision of the lease, the provisions of this Addendum shall govern.
  
6. This Lease Addendum is incorporated into the lease executed or renewed on this day.
  
7. I understand by signing this document I give the Bloomington Housing Authority permission to obtain information from any persons and/or agencies regarding any issues involving illegal drugs. I understand this permission will remain in effect for the duration of time I am receiving assistance through HUD for my housing needs.

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

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

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

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

Landlord:\_\_\_\_\_

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





## **Bloomington Housing Authority HCV Grievance Procedure**

### **INFORMAL HEARING PROCEDURES** [24 CFR 982.555(a-f), 982.54(d)(13)]

When the Bloomington Housing Authority makes a decision regarding the eligibility, and/or the amount of assistance, or any other adverse action applicants and participants must be notified in writing. A request for an informal hearing must be received in writing by the close of the business day, no later than **14** calendar days from the date of the BHA's notification of denial or the termination of assistance. The informal hearing will be scheduled within **30** calendar days from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

#### **The BHA will give the family prompt notice of such determinations which will include:**

- The proposed action or decision of the BHA
- The date the proposed action or decision will take place
- The family's right to an explanation of the basis for the BHA's decision
- The procedures for requesting a hearing if the family disputes the action or decision
- The time limit for requesting the hearing
- To whom the hearing request should be addressed
- A copy of the BHA's hearing/grievance procedures

When terminating assistance for criminal activity as shown by a criminal record, the BHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

#### **The BHA will provide participants with the opportunity for an informal hearing for decisions related to any of the following BHA determinations:**

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under BHA subsidy standards
- Determination to terminate assistance for any reason
- Determination to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account

The BHA must always provide the opportunity for an informal hearing before termination of assistance.

**Informal hearings are not required for established policies and procedures and BHA determinations such as:**

- Discretionary administrative determinations by the BHA
- General policy issues or class grievances
- Establishment of the BHA schedule of utility allowances for families in the program
- The BHA's determination not to approve an extension or suspension of a voucher term
- The BHA's determination not to approve a unit or lease
- The BHA's determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)
- The BHA's determination that the unit is not in accordance with HQS because of the family size
- The BHA's determination to exercise or not exercise any right or remedy against the owner under a HAP contract

**Notification of Hearing**

It is the BHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the BHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

**When the BHA receives a request for an informal hearing, a hearing shall be scheduled within 30 calendar days. The notification of hearing will contain:**

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the BHA upon which the BHA based the proposed action and, at the family's expense.
- A notice to the family that the BHA will request a copy of any documents or evidence the family will use at the hearing.

**The BHA's Hearing Procedures**

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If the family does not appear at the scheduled time, and did not make arrangements in advance, the BHA will **automatically terminate assistance without any rights to an informal hearing.**

**Families have the right to:**

Present written or oral objections to the BHA's determination.

Examine the documents in the file which are the basis for the BHA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that BHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

**In addition to other rights contained in this Policy, the BHA has a right to:**

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and:

Have staff persons and other witnesses familiar with the case present. The informal hearing shall be conducted by the Hearing Officer appointed by the BHA who is neither the person who made or approved the decision, nor a subordinate of that person. The BHA appoints hearing officers who:

Are attorneys, current or retired judges, or students of the IU Maurer Law School

Are BHA management personnel from a department other than HCV Program, or other staff from local Public Housing Authorities or service agencies

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the BHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the BHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

**A notice of the hearing findings shall be provided in writing to the PHA and the family within 14 calendar days and shall include:**

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed, and documentation of the calculation of monies owed;

The date the decision goes into effect.

HAP payment to owner on behalf of the family will **cease** when the decision to terminate is upheld by the hearing officer of the **informal hearing**.

**The BHA is not bound by hearing decisions:**

Which concern matters in which the BHA is not required to provide an opportunity for a hearing.

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The BHA will send a letter to the participant if it determines the BHA is not bound by the Hearing Officer's determination within 14 calendar days. The letter shall include the BHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

In addition, within 14 calendar days after the date the hearing officer's report is mailed to the BHA and the participant, the BHA or the participant may request a rehearing or a formal hearing.

Such request must be made in writing and postmarked or hand-delivered to the BHA within the 14 day period. The request must demonstrate cause, supported by specific references to the hearing officer's report, why the request should be granted.

A rehearing or a further hearing may be requested for the purpose of rectifying any obvious mistake of law made during the hearing or any obvious injustice not known at the time of the hearing.

It shall be within the sole discretion of the BHA to grant or deny the request for further hearing or rehearing. A further hearing may be limited to written submissions by the parties, in the manner specified by the hearing officer.

The request for a formal hearing must be submitted to The Bloomington Housing Authority and delivered to our office located at 1007 N. Summit, Bloomington, IN 47404 or via the postal system. **The BHA must receive the appeal in writing by the close of the business day, no later than fourteen (14) days from the date of the hearing officer's letter of notification of decision.** No HAP payment will be made once the informal hearing decision to terminate has been determined and the family and landlord have been notified.

**Bloomington Housing Authority Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup> (HUD-5380)**

**To all Tenants and Applicants**

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

**Protections for Tenants**

If you are receiving assistance under **Housing Choice Voucher Program**, 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 **Housing Choice Voucher Program** 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**

BHA 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 BHA chooses to remove the abuser or perpetrator, BHA 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, BHA 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.

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

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

In removing the abuser or perpetrator from the household, BHA must follow Federal, State, and local eviction procedures. In order to divide a lease, BHA 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, BHA 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, BHA 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.

BHA 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.

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

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

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

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

### **Confidentiality**

BHA 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.

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

BHA must not enter your information into any shared database or disclose your information to any other entity or individual.

BHA, however, may disclose the information provided if:

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

VAWA does not limit BHA’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, BHA 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 BHA 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 BHA can demonstrate the above, BHA 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 **Housing and Urban Development Indianapolis Field Office, 575 N. Pennsylvania St. Suite 655, Indianapolis, IN 46204 or via phone at 317.226.6303.**

#### **For Additional Information**

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

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

For questions regarding VAWA, please contact **Bloomington Housing Authority at 812.339.3491.**

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 **Middle Way House at 812.336.0846.**

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 **Middle Way House at 812.336.0846 or Bloomington Police Department at 812.339.4477.**

Victims of stalking seeking help may contact **Middle Way House at 812.336.0846 or Bloomington Police Department at 812.339.4477.**

**Attachment:** Certification form HUD-5382



**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

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

**Date Written Request Received by Victim:** \_\_\_\_\_

**Name of Victim:** \_\_\_\_\_

**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_

**Name of the Perpetrator\*:** \_\_\_\_\_

\*Note: The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator’s Relationship to Victim:** \_\_\_\_\_

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:** \_\_\_\_\_

**Location of Incident(s):**  
\_\_\_\_\_  
\_\_\_\_\_

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**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. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.



## Agreement to Accept Unit

Bloomington Housing Authority (BHA) strives to facilitate a positive and successful housing experience for both you and your landlord. By signing below, you understand and agree to the following:

- 1) I understand that when I submit a Request for Tenancy Approval (RTA) to my landlord, and the RTA has been submitted to and approved by BHA, a Housing Quality Standards (HQS) inspection will be completed for my prospective unit.
- 2) I understand that I may not submit multiple RTA's to different landlords.
- 3) I understand that once my prospective unit has passed inspection, I must move into the unit.
- 4) I understand that failure to do so will result in the termination of my Housing Choice Voucher assistance.
- 5) I understand I may only change residences one time each twelve (12) month period.
- 6) Prior to vacating my assisted dwelling unit, I agree to notify BHA and my landlord in writing and in accordance with the terms of my lease agreement.
- 7) I understand that BHA will not certify me to move until I have provided BHA with written permission from my landlord releasing me from my lease agreement.
- 8) I understand if I currently reside in a unit with voucher assistance and have certified to move but then decide to not move, I must notify both BHA and my current landlord.

- Exception requests to the above requirements must be made in writing and are determined at the sole discretion of BHA. Exceptions will only be considered for medical or family emergencies, unexpected changes in family circumstances, or any other factors beyond the family's control as determined by BHA.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
BHA Staff Signature







Bloomington Housing Authority

1007 North Summit, Bloomington, Indiana 47404  
812-339-3491 fax 812-339-7177

## Release of Information

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I, \_\_\_\_\_, give my permission and authorization to Bloomington Housing Authority (BHA) to release any and all relevant information to my new and/or previous landlords (while receiving Housing Choice Voucher assistance). This includes but is not limited to unpaid rent, damages, and legal matters concerning the assisted unit.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
BHA Staff Signature







# 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](mailto:Hotline@hudoig.gov). You can write the Hotline at:



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410





EQUAL HOUSING  
OPPORTUNITY

# BLOOMINGTON HOUSING AUTHORITY

2021

## INCOME GUIDELINES VERY LOW INCOME

1 person	26,750
2 person	30,550
3 person	34,350
4 person	38,150
5 person	41,250
6 person	44,300
7 person	47,350
8 person	50,400

This program is called the Section 8 Existing Housing Assistance program. A family applies and, if determined eligible, receives a Certificate of Family participation from the Bloomington Housing Authority.

This certificate allows the family to look for an existing unit anywhere in Monroe County.

If the owner is willing to lease a housing unit to the family and the housing meets the quality housing standards required by the program, the family may lease the unit from the owner with the approval of the Housing Authority. Lease period is one year.

The Housing Authority will compute the family's share of the rent based on the Gross Annual Income of the household. The family's rent contribution will not be more than 30% of the family's total monthly income.

Each month the family will pay its share of the rent to the owner. The family may also be responsible for monthly utility payments. The Housing Authority will pay directly to the landlord or owner the difference between the family's contribution and the total rent that the owner is allowed.

### OWNER'S RESPONSIBILITIES

1. Maintaining the units at Housing Quality Standards.
2. Performance of all ordinary and extraordinary maintenance.
3. Compliance with local law in eviction proceedings.
4. Performance of all obligations under the contract and lease.

## The Section 8 Rental Assistance Program



Bloomington Housing Authority  
1007 North Summit, Bloomington, Indiana 47404  
812-339-3491 fax 812-339-7177

Hours:  
Monday/Tuesday/Thursday/Friday  
8:00AM-4:00PM  
Wednesday  
8:00AM-12:00PM



## PARTICIPANT ELIGIBILITY

The Section 8 Rental Assistance program provides assistance to disabled and elderly individuals and families who meet the low income eligibility requirements.

Applications are accepted at the Bloomington Housing office at specified times. It is the applicant's responsibility to inform the Bloomington Housing Authority of a change of address and/or change of application information. Applicants will be notified whether their placement on the waiting list or their non-eligibility.

## APPROVAL-LOCATING A UNIT

When an opening is available, the applicant will be contacted and application information verified. Following verification, the applicant will be given a "Certificate of Family Participation", to locate a house, apartment or mobile home in which to live. (Certificate holders may also continue to reside in their current home if it meets the Housing Quality Standards required by the program.

It is the responsibility of the certificate holder to locate a place to live. Assistance may be available from the Bloomington Housing Authority office.

A unit does not become part of the program until a certified family requests to live in the unit. Landlords have the right to choose their tenants. This freedom of choice encourages a "conventional" landlord-tenant relationship. However, discrimination based on race, color, religion, national origin, sex or handicap is strictly prohibited by the law.

## CONTINUED ASSISTANCE

Many people think that once they qualify for Housing Assistance, that they may keep it for as long as they want. They feel that because they fit the income guidelines no one can take their Housing Assistance Payments away and that the Housing Authority must help them pay their rent each month.

### **THAT'S JUST NOT TRUE!**

The Housing Assistance Payments program has a long waiting list. Of the many people waiting to enter the program, most will qualify. In short, there are a lot of people who need the same kind of rental assistance.

### **IT'S UP TO YOU!**

Under the terms of the program, you have five major responsibilities. If you fail to meet these responsibilities, you will be terminated from the program.

## YOUR RESPONSIBILITIES AS A TENANT

### **ARE:**

1. Payment of your portion of the rent and utilities on timely basis.
2. Reporting any changes in income or family size within 14 days.
3. Maintaining the property in decent, safe and sanitary condition.
4. Giving 60 days prior written notice if you plan to move. (after the first year)
5. Complying with all approved lease requirements.
6. Pay Security Deposit charged by the landlord.

We want to help you keep your rental assistance. Each month, people are dropped from the rolls of the Housing Assistance Payments program. They are dropped, not because they have increased their income or improved their situation to the point they no longer need the program, but because they have failed to meet their responsibilities as participants.

## PROGRAM TERMINATION

In simple terms, there are basically four recurring reasons why people are dropped from the program.

1. **Failure to notify both the Authority and landlord 60 days in advance if you want to move.** If you fail to give advance notification of your wish to move, and you do move, you have not met the terms of your lease agreement. Therefore, you cannot be considered as a candidate for continued or future assistance.

2. **Failure to make necessary repairs that are not normal wear and tear of that property.** Such things as broken doors, torn window or door screens, damaged walls and broken windows are a few examples of the kinds of things that are not considered normal wear and tear items. If during a special or annual inspection such repairs are brought to your attention and you do not make these repairs within a reasonable length of time, your rental assistance will be terminated. Take care not to damage the property. However, if damage occurs, see that it is fixed.

3. **Failure to list those people living or staying in your dwelling on the lease.** If a person moves out, their name must be removed from the lease in your file. Additional persons (adults and children) may live in the unit only with the written consent of the Bloomington Housing Authority and the landlord. Failure to comply may result in the loss of rental assistance.

4. **Failure to assume the responsibility for maintaining the property in decent, safe and sanitary condition.** You must keep both the interior and exterior of your dwelling clean.

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## AVAILABLE RENTAL UNITS

A great way to list available units is the internet. At [socialserve.com](http://socialserve.com), you can list any openings you have as well as list details of the unit and property. The best part is: no fee for listings!

The Bloomington Housing Authority also accepts information regarding available zero, one, two, three, four, and five bedroom units. If you have any available units you wish to advertise, please list them at [www.socialserve.com](http://www.socialserve.com) or contact the Bloomington Housing Authority.



**Bloomington Housing Authority**

1007 North Summit, Bloomington, IN 47404

(T) 812.339.3491 (F) 812.339.7177



**Bloomington Housing Authority**

## Landlord Guide to the Housing Choice Voucher (HCV) Rental Assistance Program

### Hours:

Monday/Tuesday/Thursday/Friday

8:00AM-4:00PM

Wednesday

8:00AM-

12:00PM



**(T) 812.339.3491**

[bha@blha.net](mailto:bha@blha.net)

[www.bhaindiana.net](http://www.bhaindiana.net)

## Housing Choice Voucher Program

Housing Choice Voucher Program offers eligible low-income families equal housing opportunities via rental assistance payments. HCV Program is a free-choice approach to federally-assisted housing. Free choice for you the landlord, as well as for the tenant.

The purpose of the program is to provide federally funded rental assistance payments on behalf of eligible low-income families in order to secure decent, safe and sanitary housing.

Bloomington Housing Authority, under the guidelines of this program, has the opportunity to assist families with their rental payments for existing housing units. BHA serves as a partner to both the landlord and the families we serve.

### Benefits to Owners

**Guaranteed Rent** - Each month BHA will pay directly to the owner via direct deposit the difference between the family's share of the rent and the total rent.

**Large Applicant Base** - As landlord, you will have a large pool of potential applicants to choose from, helping to keep your vacancy rates to a minimum. You can and should screen any potential applicants just as you would with market applicants.

**Free Advertising** - Any units you have available for rent can be advertised for free.

**Easy Registration Process** - By participating in the program, you are free to choose which of your units participate in the program. Contact 812.339.3491 ext.113 to register.



### Owner Obligations

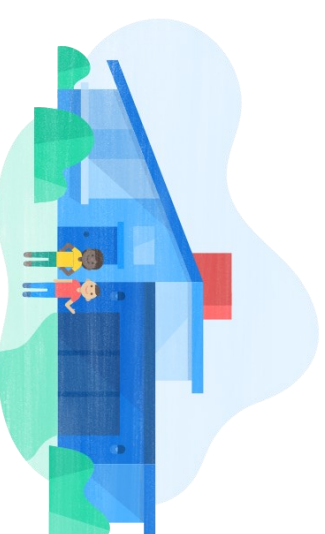
- Perform all management and rental functions, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Enforce tenant obligations under the dwelling lease
- Maintain the unit in accordance with the Housing Quality Standards (HQS)
- Pay for any utilities and services that are not the responsibility of the family as specified in the lease
- Comply with all of the owner's obligations under the housing assistance payments (HAP) contract and the lease
- Comply with equal opportunity requirements
- Prepare and furnish to the BHA information required under the HAP contract

### BHA Obligations

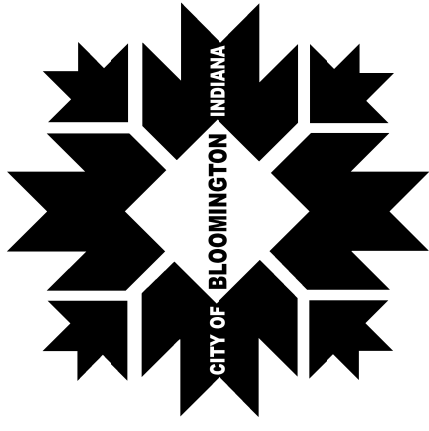
- Administer the program in accordance with HUD regulation and local policy
- Determine family eligibility and make housing assistance payments
- Reexamine the family's income and composition at least annually
- Inspect each unit at least biennially to ensure that it meets minimum housing quality standards (HQS)

### Family Obligations

- Comply with the lease and the program requirements
- Pay its share of rent on time
- Maintain the unit in good condition
- Notify the PHA of any changes in income or family composition

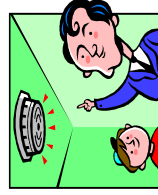


# Rental Information for Bloomington



Chapter 7; Smoke Detectors for Residential Units  
(for effective dates, see BMC 16.07.090)

- \* Outlines requirements for smoke detectors in residential rental units
- Indiana State Code requires landlords to deliver their rental units to tenants equipped with functioning smoke detectors and for the tenants to acknowledge this in writing at the time they take over the property by signing a Smoke Detector Compliance Form, found at [bloomington.in.gov/hand](http://bloomington.in.gov/hand). **It is the tenants' responsibility to make sure the smoke detectors remain functional and are not disabled. It is the tenants' responsibility to replace batteries in the smoke detectors as necessary.** If the tenants believe a smoke detector is not functioning properly, they must inform the landlord in writing by certified mail (return receipt requested) to rectify the situation.



**Check your smoke detector once a month. Let your landlord know right away if there is a problem with it.**

**If you don't read anything else,  
make sure you read this!**

## TENANTS' AND OWNERS' RIGHTS AND RESPONSIBILITIES

**City of Bloomington Housing and  
Neighborhood Development  
(HAND)  
(812) 349-3420  
P.O. Box 100  
401 N. Morton St.  
Bloomington IN 47402**

Property address: \_\_\_\_\_

Revised January 31, 2013

Title XVI of the Bloomington Municipal Code, Residential Rental Unit and Lodging Establishment Inspection Program, is divided into chapters. A brief summary of those chapters and how they apply to both property owners and tenants is outlined below.

### Chapter 1; Ordinance Foundation

- \* Scope and intent of the code: To protect rental occupants and the property they occupy.
- \* Jurisdiction of the code.
- \* HAND Department is responsible for the enforcement of this Title.

### Chapter 2; Definitions

- \* Article 2 defines all relevant terms used in the Residential Rental Unit and Lodging Establishment Inspection Program.

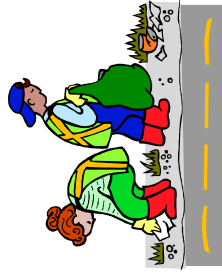
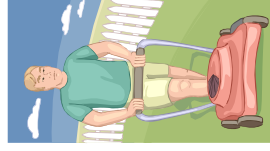
### Chapter 3; Administration of Residential Rental Units

- \* Registration of rental units and occupancy permits required
- \* Inspection of rental units required
- \* Inventory & Damage List required
- \* Fees for the Inspection program

### Chapter 4; Property Maintenance

- \* Governs the minimum conditions and responsibilities of persons for the maintenance of residential rental unit sand their premises
  - \* Exterior property areas and the exterior structure and its accessory structures must be clean, safe and sanitary
  - \* Interior structure and all equipment must be clean, safe, and sanitary, and in good repair; equipment shall be maintained.
  - \* Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered and done in accordance with any applicable rules or regulations established by the United States' Environmental Protection Agency or the Indiana Department of Environmental Management.
  - \* Tenants shall keep the interior free of rubbish or garbage, and shall dispose of such rubbish or garbage in approved containers.
  - \* Extermination/Pest Control: Residential rental units shall be kept free from pests.
- ### Chapter 5; Lodging Establishments
- \* Right of HAND to inspect a lodging establishment following a written and signed request; or probable cause by Director to believe the lodging establishment is in violation of this Title.

Chapter 10; Enforcement, Penalties, Appeals and Variances  
\* Any person directly affected by a decision of the Director or order issued under this Title, and related to a residential rental unit, shall have the right to appeal to the Board of Housing Quality Appeals.



Bloomington Municipal Code Title 6 allows the City to issue tickets of up to \$150 for improper storage or disposal of trash. Title 6 also allows the City to issue tickets of up to \$150 for grass or weeds over 8 inches in height. Take care of the property you live in and avoid tickets.

### RECYCLING COLLECTION IS FREE!

City of Bloomington Sanitation Department collects plastics #1-7; paper and cardboard; metal and aluminum; and glass. Recycling is picked up every other week on your regular collection day.

Continued →



◆ **RENTAL OCCUPANCY PERMITS**  
**Always review the Rental Occupancy Permit**

Always review the Rental Occupancy Permit prior to signing a lease. The Permit has valuable information, and the owner of the property should have a copy posted in the unit. The Permit has valuable information, and the owner of the property should have a copy posted in the unit.

The Rental Occupancy Permit will tell you:

- ⇒ *The number of legal bedrooms.*
- ⇒ *The legal number of tenants allowed to occupy the unit.*
- ⇒ *Variance information. Some properties in Bloomington have been granted variance from the code. Many of these variances have conditions that must be met in order for the variance to be valid.*
- ⇒ *The date the property was last inspected and the date the permit expires.*

**CHECK THE FOLLOWING WHEN YOU SIGN YOUR LEASE**

- 1) The **maximum occupant load** for my unit is \_\_\_\_\_ / \_\_\_\_\_. (Number / Initial)
- 2) I have reviewed the **Rental Occupancy Permit** for the unit I am renting. \_\_\_\_\_ (initial)

**Use this brochure!**

This brochure should be filled out and signed by all parties. Copies of this summary and the joint inspection should be retained by all.

Date \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date \_\_\_\_\_ OWNER/AGENT'S SIGNATURE \_\_\_\_\_

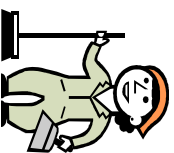
◆ **A JOINT INSPECTION OF THE PROPERTY IS REQUIRED.**  
 BMC 16.03.050

1. **MOVE IN:** An owner must arrange, with the tenant, a joint inspection of the unit within 10 days of occupancy. The owner and the tenant shall jointly complete an inventory and damage list. This shall be signed by all, duplicate copies shall be retained by all and shall be deemed part of the tenancy agreement.

2. **MOVE OUT:** The owner shall contact the tenant and arrange a joint inspection at the end of the tenancy and prior to a new occupant. Any damages to the unit shall be noted on the list and signed. Any portion of the damage deposit due the tenant is to be refunded within 45 days provided that the tenant provide the landlord a written forwarding address.

Tenants: if available and if not part of your existing lease, list your permanent or forwarding address here: \_\_\_\_\_

**Note:** Acting in good faith, if the owner is unable to schedule the inspection, he may show compliance by producing the following: a copy of a letter to the tenant stating the time and place of the inspection and a normal business record showing the letter was mailed to the tenant by first class mail at least two days prior to the inspection. The owner shall note on a signed and dated inspection report any damages which exceed normal wear and tear and retain that summary for a minimum of the present lease period and two subsequent lease periods, or for a period of four years, whichever is less.



**Your unit should be clean when you move in and when you move out.**

◆ **KNOW WHO TO CONTACT IF YOU HAVE PROBLEMS OR QUESTIONS**

The code requires disclosure of who manages or owns the unit and their usual address. This information is to be kept current.

**Owner/manager contact information:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

◆ **PROBLEMS WITH THE RENTAL UNIT**

If you experience problems with your rental unit, call your landlord/agent and report the problem to them. Agree on a time by which the problem is to be rectified. If the problem is not rectified by the agreed time and the problem is a violation of the Residential Rental Unit and Lodging Establishment Inspection Program, you may file a complaint with HAND at 349-3420. Complaints must be signed prior to an inspection being conducted. The complaint inspection shall be limited to the items complained about unless the officer finds the unit in such repair that a complete inspection is required to effectuate the code.

Following is a very brief summary of the Residential Rental Unit and Lodging Establishment Inspection Program. If you want to review the complete code, it is on the Web at [www.bloomington.in.gov/documents/viewDocument.php?document\\_id=7255](http://www.bloomington.in.gov/documents/viewDocument.php?document_id=7255)

**Note:** The code prohibits retaliatory eviction or the threat of such action for requesting an inspection as provided for in this code.

Title XVI of the Bloomington Municipal Code exists to protect public health, safety and welfare; to protect the character and stability of neighborhoods and the downtown; to assist in elimination of blight; and to regulate and license the commercial business of letting properties to ensure the stability of approximately 60% of the City's housing stock. The code establishes minimum maintenance standards, basic equipment and facilities standards and is to be construed as to prevent unsafe living conditions for all. The Code requires that all rental properties in the city, with a few special exceptions, must be inspected and have valid Rental Occupancy Permits.



Bloomington Housing Authority

1007 North Summit, Bloomington, Indiana 47404  
812-339-3491 fax 812-339-7177

## Fair Housing and Reasonable Accommodation Information

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### **What is a Reasonable Accommodation?**

Under the Fair Housing Act, a Reasonable Accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a **person with a disability** to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

In order to show that a requested accommodation may be necessary, **there must be an identifiable relationship between the request and the individual's disability**. What is reasonable will be determined on a case-by-case basis.

### **Examples of a Reasonable Accommodation**

Examples of a Reasonable Accommodation may include, but are not limited to:

- Allowing a live-in aide to reside in an appropriately-sized unit;
- Making documents available in large type, computer disc or Braille;
- Providing qualified sign language interpreters for applicant or resident meetings with BHA staff;
- Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;
- Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family;
- As a Reasonable Accommodation for a family member with a disability, approving a request for exception payment standard amounts under the HUD Housing Choice Voucher Program in accordance with 24 C.F.R. §§ 8.28 and 982.504 (b)(2).

### **How to make a Reasonable Accommodation request**

- You may make your request to BHA in writing
- You may make your request using BHA's Request for Reasonable Accommodation Form
- You may make your request verbally to a BHA staff member

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During the winter months, you can reduce utility costs and save money by following these guidelines:

### **Windows and Doors**

First and most obviously, keep all windows closed. Even when the weather turns warmer and heat is not needed, leave the windows and doors closed, or open them for just an hour to air the house out and close them again. Never open the windows or doors with the heat on. Heat is costly, and open windows will cause the furnace to run constantly.

### **Heat**

At night, turn the thermostat down to 65. This is comfortable sleeping weather. If you are chilly, add a blanket. Turning the thermostat down will save a lot of money on energy bills. During the day, set the thermostat between 68 and 72. When you are leaving for a few hours or more, set the thermostat back to 65. It will just take a few minutes to warm the apartment when you return.

### **Window Treatments**

Do your rooms feel drafty and chilly? If so, heavier window treatments will help. Insulated curtains that completely cover the windows will prevent drafts from the windows. For those who enjoy sewing, making super insulated curtains is an option. You can purchase insulating material, but it is very expensive (16-20 yards). You can create your own insulated curtains by sandwiching a lightweight blanket between two layers of fabric. (The Opportunity House is a good source for blankets, and since they are covered, they don't have to be pretty.) You will need to stitch horizontal or vertical seams through to keep the fabric and blanket layers in place. When hung, these curtains will help keep the room cozy and comfortable. When the sun is shining, pull the curtains to the side to let the warmth in. Even on a cold day, the sun can warm a room if allowed in.

### **Floors**

Carpets on the floor help make the home feel warmer, and much more comfortable.

### **Dressing for the Weather**

It may seem like a great escape to walk around the house in shorts and t-shirt in the middle of winter, but the fact is that in order for most people to be comfortable in those clothes, the heat must be set very high. Dressing warmly, even when inside and keeping the heat set between 68-72 will keep heating bills down and you will feel so much more comfortable!

### **Lights**

When you leave your apartment, you may want to keep lights on so that it looks like you are still home. Instead, try turning lights off whenever you leave a room. Having lights on in empty rooms is an unnecessary waste of electricity. When you leave for an extended period of time, leave one or two small lights on and turn the rest off. Leave just one radio on, and turn off other things; the TV, fans, etc., when you leave.

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## TERMINATION OF TENANCY

- A. 1) The Landlord shall not terminate the tenancy except for “good cause” as follows:
- i. Serious or repeated violation of the terms and conditions of the lease;
  - ii. Violation of Federal, State, or local law which imposes obligations on a tenant in connection with the occupancy or use of the dwelling unit and surrounding premises; or
  - iii. Other good cause. However, during the first year of the term of the lease, the owner may not terminate the tenancy for “other good cause” unless the termination is based on malfeasance or nonfeasance of the Tenant Family.
- 2) The following are some examples of “other good cause” for termination of tenancy by the landlord:
- i. Failure by the Tenant Family to accept the offer of a new lease in accordance with paragraph (D) of this section;
  - ii. A Tenant Family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
  - iii. Criminal activity by Tenant Family members involving crimes of physical violence to persons or property;
  - iv. The Landlord’s desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - v. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).
- 3) This list of examples is intended as a non-exclusive statement of some situations included in “other good cause” but shall in no way be construed as a limitation not included in the list. The owner may not terminate the tenancy during the first year of the terms of the lease for “other good cause” (see paragraph above).
- 4) The Landlord may evict the Tenant from the unit only by instituting a court action. The Landlord must notify the PHA in writing of commencement of procedures for termination of tenancy, at the same time that the Landlord gives notice to the Tenant under State or local Law. The notice to the PHA may be given by furnishing to the PHA a copy of the notice to the Tenant.
- B. The Landlord shall not discriminate against the Tenant Family in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap or national origin.
- C. Any notices required under paragraphs (A), (D), or (E) of this section may combine with and run concurrently with any notice required under State or local law.
- D. After approval of a proposed new Lease by the PHA in accordance with HUD regulations, the Landlord may offer the Tenant Family the proposed new Lease for execution on behalf of the Tenant Family, for a term beginning at any time after the first year of the term of the lease. The Landlord shall give the Tenant written notice to the offer, with a copy to the PHA, at least sixty days before the proposed commencement date of the new lease term. The offer may specify a reasonable time limit for acceptance by the Tenant Family.

- E. The Tenant may terminate the Lease without cause at any time after the first year of the term of the Lease, on not more than sixty days written notice by the Tenant to the Landlord (with a copy to the PHA). (The provisions of this section (E) are not intended to limit any right of the Tenant to terminate the Lease where so provided elsewhere in the Lease.)
- F. Prohibited provisions- Notwithstanding anything to the contrary contained in the lease, any provision of the Lease which falls within the classification below shall be inappropriate.
- 1) Confession of Judgment. Consent by the tenant to be sued, to admit guilt, or to accept without question any judgment favoring the landlord in a lawsuit brought in connection with the lease.
  - 2) Seize or Hold Property for Rent or Other Charges. Authorization to the landlord to take property of the tenant and/or hold it until the tenant meets any obligation which the landlord has determined the tenant has failed to perform.
  - 3) Exculpatory Clause. Prior agreement by the tenant not to hold the landlord or landlord's agents legally responsible for acts done improperly or for failure to act when the landlord or landlord's agent was required to do so.
  - 4) Waiver of Legal Notice. Agreement by the tenant that the landlord need not give any notices in connection with (1) a lawsuit against the tenant for eviction, money damages, or other purposes, or (2) any other action affecting the tenant's rights under the lease.
  - 5) Waiver of Legal Proceeding. Agreement by the tenant to allow eviction without a court determination.
  - 6) Waiver of Jury Trial. Authorization to the landlord's lawyer to give up the tenant's right to trial by jury.
  - 7) Waiver of Right to Appeal Court Decision. Authorization to the landlord's lawyer to give up the tenant's right to appeal a decision on the ground of judicial error or to give up the tenant's right to sue to prevent a judgment being put into effect.
  - 8) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the tenant to pay lawyer's fees or other legal costs whenever the landlord decides to sue the tenant whether or not the tenant wins.



Bloomington Housing Authority (BHA) strives to achieve a courteous and professional relationship with all applicants, tenants, landlords, and local agencies. The following guidelines should be used in all interactions between the BHA staff and its clients:

### **BHA Staff Responsibilities**

- Inform and educate all parties of HUD regulations and local policies
- Determine family eligibility for BHA programs and services
- Prepare documents as needed for clients, landlords, or agencies
- Return all telephone and email messages in a timely manner
- Prepare and mail any information as required to all parties
- Ensure assisted units comply with Housing Quality Standards (HQS)
- Create an atmosphere that is polite, respectful, and professional
- Avoid or contain potentially volatile situations

Any failure by BHA to uphold its responsibilities should be reported to the applicable Program Manager or the Executive Director. The situation will be given immediate attention and resolved in a timely manner.

### **Tenant, Applicant, Client, and Landlord Responsibilities**

- Supply the BHA with any information requested
- Report any changes in the household (including income or members)
- Attend all appointments required by the BHA
- Allow maintenance in unit to perform repairs when properly notified
- Allow inspection of unit when properly notified
- Behave in a cooperative manner concerning issues relevant to housing assistance
- Manage the behavior of children or anyone else in attendance at your appointment

Any failure by the parties named above may result in one or more of the following:

- You may be asked to reschedule your appointment
- You may be asked to leave
- Your rental assistance payments may be abated
- Your assistance may be terminated
- You may be prosecuted

Anyone acting in a threatening and/or abusive manner, including the use of inappropriate language - inside or outside of the BHA office; may be subject to any of the above actions by BHA. Refusal to leave the premises upon BHA's request will result in local law enforcement being called to remove you from the premises.

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# Authorization for the Release of Information/ Privacy Act Notice

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

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

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

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

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

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

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

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

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

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

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

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

### Sources of Information To Be Obtained

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

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

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

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

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

This consent form expires 15 months after signed.

Signatures:

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

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

**Penalties for Misusing this Consent:**

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

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

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



# Housing Discrimination Complaint

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

OMB Approval No. 2529-0011

Please type or print this form

Public Reporting Burden for this collection of information is estimated to average 1 hour 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.

Read this entire form and all the instructions carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the HUD State Office covering the State where the complaint arose (see list on back of form), or any local HUD Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

**This section is for HUD use only.**

<b>Number</b>	<b>(Check the applicable box)</b> <input type="checkbox"/> Referral & Agency (specify) <input type="checkbox"/> Systemic <input type="checkbox"/> Military Referral	<b>Jurisdiction</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Additional Info	<b>Signature of HUD personnel who established Jurisdiction</b>
<b>Filing Date</b>			

1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr.,Mrs.,Miss,Ms.) Home Phone  Business Phone

Street Address (city, county, State & zip code)

2. Against Whom is this complaint being filed? (last name, first name, middle initial) Phone Number

Street Address (city, county, State & zip code)

Check the applicable box or boxes which describe(s) the party named above:

Builder  Owner  Broker  Salesperson  Supt. or Manager  Bank or Other Lender  Other

If you named an individual above who appeared to be acting for a company in this case, check this box  and write the name and address of the company in this space:

Name: <input type="text"/>	Address: <input type="text"/>
----------------------------	-------------------------------

Name and identify others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? Check all that apply and give the most recent date these act(s) occurred in block No. 6a below.

Refuse to rent, sell, or deal with you  Falsely deny housing was available  Engage in blockbusting  Discriminate in broker's services  
 Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities  Advertise in a discriminatory way  Discriminate in financing  Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law  
 Other (explain)

4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check all that apply.

<input type="checkbox"/> Race or Color <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Other	<input type="checkbox"/> Religion (specify) <input type="text"/>	<input type="checkbox"/> Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Handicap <input type="checkbox"/> Physical <input type="checkbox"/> Mental	<input type="checkbox"/> Familial Status <input type="checkbox"/> Presence of children under 18 in the family <input type="checkbox"/> Pregnant female	<input type="checkbox"/> National Origin <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Other (specify) <input type="text"/>
--	--	--	---	--	--

5. What kind of house or property was involved?  Single-family house  A house or building for 2, 3, or 4 families  A building for 5 families or more  Other, including vacant land held for residential use (explain)

Did the owner live there? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Is the house or property <input type="checkbox"/> Being sold? <input type="checkbox"/> Being rented?	What is the address of the house or property? (street, city, county, State & zip code) <input type="text"/>
--	--	--

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment.  
**Note:** HUD will furnish a copy of the complaint to the person or organization against whom the complaint is made.

6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved)

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct. Signature & Date

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:**

**SOUTHEAST/CARIBBEAN OFFICE  
(Gregory\_L.\_King@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2806  
Telephone (404) 331-5140 or 1-800-440-8091  
Fax (404) 331-1021 • TTY (404) 730-2654

**For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:**

**MIDWEST OFFICE (Barbara\_Knox@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:**

**SOUTHWEST OFFICE (Thurman G. Miles@hud.gov or Garry\_L.\_Sweeney@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

**For Iowa, Kansas, Missouri and Nebraska:**

**GREAT PLAINS OFFICE (Robbie\_Herndon@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 • TTY (913) 551-6972

**For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:**

**ROCKY MOUNTAINS OFFICE (Sharon\_L.\_Santoya@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
633 17th Street  
Denver, CO 80202-3690  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248

For further information call the Toll-free Fair Housing Complaint Hotline 1-800-669-9777.  
Hearing Impaired persons may call (TDD) 1-800-927-9275.

**For Arizona, California, Hawaii, and Nevada:**

**PACIFIC/HAWAII OFFICE (Charles\_Hauptman@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Phillip Burton Federal Building and U.S. Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102-3448  
Telephone (415) 436-8400 or 1-800-347-3739  
Fax (415) 436-8537 • TTY (415) 436-6594

**For Alaska, Idaho, Oregon, and Washington:**

**NORTHWEST/ALASKA OFFICE (Judith\_Keeler@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 • TTY (206) 220-5185

**If after contacting the local office nearest you, you still have questions – you may contact HUD further at:**

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 7th Street, S.W., Room 5204  
Washington, DC 20410-2000  
Telephone (202) 708-0836 or 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275

**Privacy Act of 1974 (P.L. 93-579)**

**Authority:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430).

**Purpose:** The information requested on this form is to be used to investigate and to process housing discrimination complaints.

**Use:** The information may be disclosed to the United States Department of Justice for its use in the filing of pattern or practice suits of housing discrimination or the prosecution of the person who committed the discrimination where violence is involved; and to state or local fair housing agencies which administer substantially equivalent fair housing laws for complaint processing.

**Penalty:** Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

**Disclosure of this information is voluntary.**

## ***Section 8 Family Self-Sufficiency & Homeownership Programs***

Family Self-Sufficiency is a program that works with families to help them achieve their goals. This program requires that families are serious about becoming self-sufficient. It means working actively to achieve goals, as stated in the FSS Contract of Participation. The FSS Contract becomes effective the month after the contract is signed.

The Escrow Account is an incentive of the FSS Program. The escrow account is started when a participant's earned income increases and causes the rent to rise. This is the money that the BHA sets aside in the Head of Household's name in a special account. Upon completion of the FSS Program, money from this account is paid to the family. You do not have to work in order to begin the FSS Program, but you have to work to have earned income to be eligible for an escrow account.

Graduation from the FSS Program means that you are working in your chosen area and have succeeded in accomplishing your goals. You must be TANF-free for the final year of the program. During the time you are on the FSS Program, goals can be amended if you find they no longer seem workable. However, they must be changed on the contract and new goals established and completed in order to graduate the program.

Homeownership Program: The Bloomington Housing Authority offers a Homeownership Program for those who are interested in purchasing their own home. The program offers training in Financial Fitness, Home Maintenance, and Community Responsibilities of Homeownership. The program is open to S8 HCV recipients who meet eligibility requirements.

To find out MORE about the  
Family Self-Sufficiency (FSS) and/or Homeownership Program (HOP)  
ASK your caseworker about the next meeting.

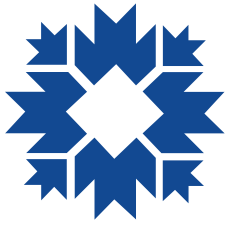
### **FSS/HOP ORIENTATIONS ARE HELD TWICE A MONTH:**

For more information contact:

Brittney Willis X 128

Elizabeth Hacker X 120

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**City of Bloomington**  
**Community and Family**  
**Resources Department**

# Quick Reference Guide

All of our guides are available online at [bloomington.in.gov/cfrd](http://bloomington.in.gov/cfrd)

\*\*\*También disponible en español\*\*\*

The full Community & Family Resources Directory is available through our office at  
 401 N. Morton St., Suite 260 • 812-349-3430 • [cfrd@bloomington.in.gov](mailto:cfrd@bloomington.in.gov)

## Children & Families

Big Brothers/Big Sisters of Monroe County ..... 812-334-2828  
 Boys and Girls Club ..... 812-332-5311  
 Crestmont Club ..... 812-336-6501  
 Ellettsville Club ..... 812-935-6970  
 Boy Scouts of America, Hoosier Trails Council ..... 812-336-6809  
 Child Care Voucher Program/CASY ..... 800-886-3952  
 Local number ..... 812-232-3952  
 City of Bloomington Parks and Recreation ..... 812-349-3700  
 Department of Child Services ..... 812-336-6351  
 Child Abuse Hot Line ..... 800-800-5556  
 Girl Scouts of Tulip Trace Council  
 Toll-Free ..... 855-472-4648  
 Girls Inc. of Monroe County ..... 812-336-7313  
 Head Start Program ..... 812-334-8350  
 MCCSC Extended Day Program ..... 812-330-7702  
 Monroe Co. CASA Program ..... 812-333-2272  
 Monroe Co. United Ministries ..... 812-339-3429  
 Monroe Co. YMCA Southeast ..... 812-332-5555  
 Northwest ..... 812-331-5556  
 RBBSC Family Resource Center  
 ..... 812-876-9600 ext. 2828  
 United Way of Monroe Co., Inc. .... 812-334-8370

## City of Bloomington

Animal Care and Control ..... 812-349-3492  
 City Council ..... 812-349-3409  
 Bloomington Public Transportation Corporation  
 ..... 812-336-7433  
 City Clerk ..... 812-349-3408  
 City Hall - Main line ..... 812-349-3400  
 Hearing Impaired/TDD ..... 812-349-3458  
 Community & Family Resources Department  
 ..... 812-349-3430  
 Controller ..... 812-349-3412  
 Human Resources ..... 812-349-3404  
 Fire Department ..... 812-332-9763  
 Housing Division ..... 812-349-3401  
 Neighborhood Division ..... 812-349-3420  
 Information and Technology Services  
 ..... 812-349-3454  
 Legal Department ..... 812-349-3426  
 Office of the Mayor ..... 812-349-3406  
 Parking Enforcement ..... 812-349-3436  
 Parks & Recreation Department ..... 812-349-3700  
 Planning Department ..... 812-349-3423  
 Police Department ..... 812-339-4477  
 Public Works ..... 812-349-3411  
 Utilities Department ..... 812-349-1444  
 CBU Customer service ..... 812-349-3930

## Clothing & Household

Bloomington Thrift Shop, Inc. .... 812-332-5851

Goodwill Industries-East ..... 812-331-8170  
 West ..... 812-336-8104  
 My Sister's Closet ..... 812-333-7710  
 Opportunity House ..... 812-336-2443  
 Salvation Army ..... 812-336-4310  
 Thrift Store ..... 812-334-1366

## Disabilities

BT Access ..... 812-336-7433  
 Center for Disability Information & Referral  
 ..... 812-855-9396  
 Council for Community Accessibility  
 ..... 812-349-3471  
 Division of Disability & Rehabilitative Services  
 ..... 800-545-7763  
 First Steps South East ..... 866-644-2454  
 LifeDesigns ..... 812-332-9615  
 Milestones ..... 812-333-6324  
 Monroe Co. Division of Family Resources (FSSA)  
 ..... 800-403-0864  
 Rural Transit ..... 812-876-1079  
 Services for the Blind ..... 812-876-3383  
 Stone Belt ..... 812-332-2168  
 WorkOne Bloomington-Vocational Rehab.  
 Services ..... 812-332-7331  
 Toll-free ..... 877-847-9893  
 TTY ..... 812-332-9372

## Education

Harmony School ..... 812-334-8349

## IMPORTANT NUMBERS

Fire/Police/Ambulance ..... 911  
 Rape Crisis Line ..... 812-336-0846  
 Child Abuse (24 hr) ..... 800-800-5556  
 Indiana 2-1-1 InfoLink ..... 211  
 Bloomington Police Department  
 ..... 812-339-4477  
 Poison Control ..... 800-222-1222  
 Red Cross Disaster Relief ..... 812-332-7292

IU Lifelong Learning ..... 812-855-9335  
 IU Financial Aid Information ..... 812-855-0321  
 Ivy Tech Community College ..... 812-332-1559  
 Monroe County Community School Corporation  
 ..... 812-330-7700  
 Adult Education ..... 812-330-7731  
 English as Second Language (ESL)  
 ..... 812-330-7731  
 Monroe County Public Library, Volunteers in  
 Tutoring Adult Learners Program (VITAL)  
 ..... 812-349-3173  
 The Pinnacle School ..... 812-339-8141  
 Richland-Bean Blossom Community  
 School Corp ..... 812-876-7100

## Employment

Goodwill Workforce Services ..... 812-235-1827  
 Work-One Bloomington ..... 812-331-6000

## Family & Personal support

Adolescent & Family Counseling, Youth Services  
 Bureau of Monroe County ..... 812-349-2506  
 American Red Cross ..... 812-332-7292  
 Catholic Charities ..... 812-332-1262  
 Center for Human Growth  
 IU Counseling Service ..... 812-856-8302  
 El Centro Cumunal Latino Inc ..... 812-355-7513  
 Healthy Families Monroe Co ..... 812-332-1245  
 Indiana Family Helpline ..... 800-435-7178

Latino Ministries Outreach, First United  
 Methodist Church..... 812-332-6396  
 Latino Programs & Outreach, City of Bloomington,  
 Community & Family Resources Dept.  
 ..... 812-349-3860  
 RBBSCC Family Resource Center  
 ..... 812-876-9600 ext. 2828  
 Shalom Community Center ..... 812-334-5728  
 Monroe Co. Extension Office..... 812-349-2575  
 South Central Community Action Program  
 ..... 812-339-3447  
 St. Paul's Catholic Center  
 Hispanic Outreach Group ... 812-339-5561

## Financial Assistance

Monroe County Division of Family Resources  
 (TANF)..... 800-403-0864  
 Monroe Co. United Ministries ..... 812-339-3429  
 Salvation Army..... 812-336-4310  
 Social Security Administration ..... 877-819-2594  
 Toll-Free ..... 800-772-1213  
 South Central Community Action Program  
 ..... 812-339-3447  
 St. Vincent De Paul Society ..... 812-961-1510  
 Township Trustees:  
 Bean Blossom ..... 812-935-7174  
 Benton ..... 812-339-6593  
 Bloomington ..... 812-336-4976  
 Clear Creek..... 812-824-7225  
 Indian Creek..... 812-824-4981  
 Perry..... 812-336-3713  
 Polk..... 812-837-9446  
 Richland ..... 812-876-2509  
 Salt Creek..... 812-837-9140  
 Van Buren ..... 812-825-4490  
 Washington ..... 812-876-1158

## Food & Groceries

Community Kitchen of Monroe County, Inc.  
 ..... 812-332-0999

Geno's Cafeteria..... 812-333-1905  
 Meals on Wheels ..... 812-355-8224  
 Monroe Co. Division of Family Services  
 (SNAP) ..... 800-403-0864  
 Monroe Co. United Ministries..... 812-339-3429  
 Mother Hubbard's Cupboard ..... 812-355-6843  
 Salvation Army..... 812-336-4310  
 School Breakfast/Lunch Program MCCSC  
 ..... 812-349-4762  
 Richland-Bean Blossom Schools  
 ..... 812-876-7805

## Health

Senior Citizens' Nutrition Project -  
 Area 10 Agency on Aging 812-876-3383  
 Toll-Free..... 800-844-1010  
 Shalom Community Center ..... 812-334-5728  
 Women, Infants & Children Program (WIC) -  
 Community Health Services... 812-353-3221  
 Wheeler Missions Inc ..... 812-333-1905  
 Alcoholics Anonymous ..... 812-360-0040  
 American Red Cross..... 812-332-7292  
 Amethyst House..... 812-336-3570  
 Centerstone..... 812-339-1691  
 Crisis Pregnancy Center ..... 812-334-0104  
 24 Hour Help Line ..... 812-334-0055  
 Dental Care Center of Monroe Co. .... 812-339-7700  
 Futures Family Planning Clinic ..... 812-349-7343  
 Hannah House Maternity Home .... 812-334-2662  
 Hoosier Healthwise for Children .... 866-408-6131  
 IU Health Bloomington Hospital & Healthcare  
 Services ..... 812-353-6821  
 Home Care ..... 812-353-3104  
 Hospice..... 812-353-9818  
 Olcott Center for Cancer  
 Education ..... 812-353-5669  
 Positive-Link: HIV/AIDS ... 812-353-9150  
 Toll-Free ..... 800-313-4645  
 Urgent Care Clinic ..... 812-353-6888  
 IU School of Optometry/24 hour ... 812-855-8436  
 Meadows Hospital ..... 812-331-8000

## Legal Assistance

City of Bloomington Human Rights  
 Commission..... 812-349-3429  
 Community Legal Clinic,  
 IU Law School..... 812-855-9229  
 Community Justice & Mediation Center  
 ..... 812-336-8677  
 District 10 ProBono Project, Inc. .... 812-339-3610  
 Legal Services Organization  
 of Indiana, Inc ..... 812-339-7668  
 Middle Way House..... 812-333-7404  
 Monroe Co. CASA Program ..... 812-333-2272  
 Monroe Co. Prosecutor's Office ..... 812-349-2670

## Seniors

Area 10 Agency on Aging ..... 812-876-3383  
 City of Bloomington Adult Community  
 Center..... 812-349-3720  
 IU Health Bloomington Hospital Senior Services:  
 Health & Wellness ..... 812-353-5252  
 The Plus Card ..... 812-353-9300

## Shelter & Housing

A Friend's Place ..... 812-332-1444  
 Bloomington Housing Authority .... 812-339-3941  
 Habitat for Humanity ..... 812-331-4069  
 Housing & Neighborhood Development (HAND),  
 City of Bloomington ..... 812-349-3420  
 Interfaith Winter Shelter ..... 812-333-1905  
 Middle Way House Crisis Line ..... 812-336-0846  
 Admin Line..... 812-333-7404

New Hope Family Shelter, Inc..... 812-334-9840  
 New Leaf New Life ..... 812-355-6842  
 Shalom Community Center ..... 812-334-5728  
 South Central Community Action (SCCAP)  
 ..... 812-339-3447  
 The Rise..... 812-337-4510  
 The Villages ..... 812-332-1245  
 Youth Services Bureau of Monroe County  
 ..... 812-349-2506  
 Wheeler Missions Inc. - Men's ..... 812-333-1905  
 Women's..... 812-334-4047

## Transportation

Bloomington Transit (BT) Access ... 812-336-7433  
 Red Tire Taxi ..... 812-269-2690  
 Rural Transit ..... 812-876-1079  
 Yellow Cab Co ..... 812-339-9744

## Violence Prevention

Adult Protective Services..... 812-349-2665  
 Department of Child Services ..... 812-336-6351  
 24 hour Abuse Line ..... 800-800-5556  
 Middle Way House Crisis Line ..... 812-336-0846  
 Admin Line..... 812-333-7404  
 Monroe Co. Prosecutor's Office ..... 812-349-2670

Prepared by the City of Bloomington  
 Community & Family Resources Department  
 For additional copies or to advise of corrections  
 call 812-349-3430  
 email [ctfd@bloomington.in.gov](mailto:ctfd@bloomington.in.gov)  
 \*\*\*tambien disponible en español\*\*\*

Other FREE publications available:

- *Bloomington - Monroe County Resource Guide for Substance Use Disorder*
- *Child Care & Referral Guide*
- *Community & Family Resources Directory*
- *Directorio de Recursos Comunitarios y Familiares*
- *Directory for People with Disabilities*
- *Homelessness Resources Map & Guide*
- *Minority and Women Owned Business Directory*

All are available online at [bloomington.in.gov/ctfd](http://bloomington.in.gov/ctfd)