



APPLYING FOR HUD HOUSING ASSISTANCE?

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

Do You Realize...

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

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

Do You Know...

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

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

So Be Careful!

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

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

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

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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



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

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Bloomington Housing Authority

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

Reasonable Accommodation Information

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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Reasonable Accommodation Information

WHAT ARE APARTMENTS REQUIRED TO DO IN ORDER TO ENSURE ACCESS TO PEOPLE WITH DISABILITIES?

Apartment managers are required to make reasonable accommodations in policies and procedures-for example, allowing assigned parking for those with mobility impairments or service animals for those who need them. Landlords are also required to allow tenants with disabilities to make modifications to the unit, such as removing carpet, installing ramps, lowering counter tops, etc. However, the landlord can require this work to be done **by a professional AT THE TENANT'S EXPENSE and that the tenant returns the unit to its original condition upon move-out.** Apartments or other multi-family housing (such as condominiums) that were built after March 1991, must include specific accessibility features-clear paths from parking and common areas to individual units, 32" wide doorways, low thresholds, electrical outlets and thermostats reachable from a wheelchair, sufficient floor space for wheelchairs in kitchens and bathrooms and sufficiently wide hallways, interior doorways and closets.

The Family Handbook

A GUIDE TO THE SECTION 8

HOUSING CHOICE VOUCHER PROGRAM



INTRODUCTION

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

Explanation of the Section 8 Housing Choice Voucher Program

The purpose of the Section 8 Housing Choice Voucher program is to provide rental assistance to eligible low-income families. The U.S. Department of Housing & Urban Development (HUD) determines the rules and regulations for the Section 8 Housing Choice Voucher Program.

In accordance with the “1998 Act” and effective October 1, 1999, the Section 8 Housing Choice Voucher program is the result of the merger of the Certificate and Voucher programs into one single new market-driven program. The new program is designed to increase housing choice and make the tenant-based rental assistance program successful at helping low-income families obtain affordable housing.

Housing Agency Service Commitment

As a public service agency, it is the Bloomington Housing Authority’s (BHA) goal to provide excellent service to the families in the community. The BHA will make every effort to inform you of program rules, and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something. Please do not hesitate to contact a BHA representative if you have a question or problem that pertains to one of the housing programs. After reading this handbook, you may want to keep it with your other housing documents so that you can refer to it as needed.

Getting in touch with you

In order to complete tasks, it will be necessary for the BHA to contact you at different times. When we contact you for an appointment, it will be either by first class mail, email, or by telephone, and we will always advise you well in advance of your appointment. Please make arrangements in advance to attend all appointments on time. Your cooperation is essential to our ability to serve you.

Request for Accommodation

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

- home visits if your disability prevents you from coming to the BHA offices
- TDD or TDY devices
- accessible format for BHA correspondence
- the use of an advocate or interpreter
- if the family includes a person with a disability, the family may request a current listing of accessible units known to the BHA that may be available.

THE ROLES AND RESPONSIBILITIES WE HAVE

The Housing Authority's Job

In order for the program to work, the BHA must do the following:

- review all applications to determine whether an applicant is eligible for the program.
- explain all the rules of the program to all of the families who qualify.
- issue a voucher and provide listings of potential landlords and websites of available units.
- approve the unit and the owner
- make housing assistance payments to the owner in a timely manner.
- ensure that both the family and the unit continue to qualify under the program.
- ensure that the owners and families comply with the program rules.
- provide families and owner with prompt, professional service.

The Family's Job

In order for the program to work, the family must do the following:

- provide the BHA with complete and accurate information.
- make your best effort to find a place to live that is suitable for your family and qualifies for the program.
- cooperate in attending all appointments scheduled by the BHA.
- take responsibility for the care of your housing unit.
- comply with the terms of your lease with the owner.
- comply with the Family Obligations of your Voucher, as explained in this booklet.

The Owner's Job

In order for the program to work, the owner must:

- screen families who apply to determine if they will be good renters. The BHA can supply a potential landlord with current and previous address and landlord information. The BHA may also provide additional information pertaining to a tenant's performance as a renter.
- comply with fair housing laws and not discriminate against any family.
- maintain the housing unit by making necessary repairs in a timely manner.
- comply with the terms of the Housing Assistance Payment Contract with the Housing Agency.
- collect the rent due by the family and otherwise enforce the lease.

STEPS TO ASSISTANCE

After a family has been selected from the waiting list, several steps must be completed before a family can receive rental assistance.

Step 1: BHA Determines Final Eligibility

Annual Income

Annual Income is defined as the anticipated total annual income from **all** sources. Although some types of income are not counted, the family is responsible for reporting **all** sources of income for the household. BHA is responsible for recording all sources of income for the household and for applying the HUD rules and deciding what needs to be counted in the Annual Income calculation. This is the first step toward determining the amount of rental assistance the family receives.

	EXAMPLES OF INCOME	
Employment	Net income of a business	Social Security -Any Form
Public Assistance	SSI	TANF
Unemployment	Worker's Compensation	Disability
Pensions	Annuities	Alimony
Relocation Payments	Interest from Assets	Military Pay
Child Support	Regular contributions/Gifts	Net income from Real/Personal Property

Determine Adjusted Income

After determining the total annual income for the household, the BHA makes any necessary adjustments to the annual income in accordance with HUD regulations. If the family qualifies, there are five (5) possible deductions and allowances. HUD-approved deductions and allowable expenses are subtracted from the Annual Income to get the family's Adjusted Annual Income.

Deductions and HUD Allowable Expenses

- **Dependents**
A \$480.00 household allowance is made for each minor under the age of 18, and for family members 18 and over who are full-time students or a person with a disability, other than the head or spouse.
- **Elderly/Disability Allowance**
A \$400.00 household allowance is made for families whose head, spouse, or sole member is 62 or over, or is a person with a disability.
- **Allowable Medical Expenses**
For an elderly family or disabled family, medical expenses for all family members that are greater than 3% of the Annual Income will be deducted.
- **Allowable Disability Assistance Expenses**
Disability assistance expenses that exceed 30% of the Annual Income will be deducted if they permit a family member to work.
- **Allowable Childcare Expenses**
Reasonable childcare expenses, for family members 12 years old and younger, will be deducted if they enable a family member to work, attend school or seek employment.

Example

Household Income/Composition:

Head of Household works, earns \$12,000 per year. 1 child (4 years old). Childcare is \$75 per week, times 52 weeks=\$3900.

Annual Income-	\$12,000.
Dependant Deduction	- 480.
Childcare Deduction	<u>3,900.</u>
Adjusted Annual Income	\$ 7,620.

Step 2: BHA Issues a Voucher

Tenant Briefing

All applicants are required to attend a Briefing. The purpose of the Briefing is to:

- issue your Voucher of Participation
- provide you with all of the information you need in order to be successful in your search for suitable housing and to maintain good standing while you are on the program.

Size of Housing Choice Voucher

Your voucher indicates the number of bedrooms for which your family is eligible. This unit size is based on HUD guidelines and the BHA's written policy.

How the BHA determines your unit size

HUD requires that the BHA establish Subsidy Standards. These standards are used to determine the appropriate number of bedrooms for families of different size and different compositions. **The subsidy standards take into consideration factors such as the total number of persons in the family, the age and gender of persons, and the relationship between persons.** For example, a household with two children of the same gender age 12 or younger (would share a bedroom) and one adult would receive a 2 bedroom voucher. These standards help us to make the best use of funds HUD provides for housing costs, and to avoid overcrowding. The unit size for which you have been approved is indicated on your voucher.

Expiration of Vouchers

Your voucher is effective for 90 days. It is important that you do not delay your housing search. If your voucher expires before you find suitable housing, you will probably have to reapply. Keep track of all the units you look at during the search period so that you do not contact the same owner multiple times.

Extension of Vouchers

Depending on the BHA's written policies, your voucher may be extended beyond 90 days. Your Briefing Packet includes a notice as to whether your voucher can be extended.

YOU HAVE 90 DAYS TO FIND A PLACE! START NOW!!

Step 3: Family Decides Where to Live

Where can you look?

You may search for suitable housing anywhere within the jurisdiction of the Housing Authority, which is Monroe County, Indiana.

Deciding where you want to live

There are many factors to consider as you search for suitable housing, so try to select a place that meets your family's needs. Here are some suggestions:

Schools

If you have school-aged children, you will want to consider the various school districts that are available, as well as the distance from the housing unit to the school.

Safety

When you search for housing, consider the neighborhood and its surroundings. Try to avoid high crime areas.

Work

Consider the distance between your workplace and the location of the housing unit.

Childcare

Consider the availability of childcare in the area of the housing unit. If you work, what is the distance between the housing unit, the childcare provider and your work location.

Public Transportation

If you do not have a vehicle, is there access to public transportation in the area of the housing unit?

Premises and Neighborhood

- Is there a place for children to play outside safely?
- Is the unit in a high crime area?
- What is the general condition of the neighborhood?
- Are you close to medical services? Fire Department?
- Is there a church nearby?
- Is there adequate parking for you and your guests?
- Is the area/building well lighted at night?

Tips to Locate Suitable Housing

Property managers and owners advertise rental properties in different ways. Here are some ideas on where to start.

- Check the classified section of all local newspapers.
- Ask friends and neighbors.
- Drive through neighborhoods where you may want to live and look for yard signs.
- Check bulletin boards in Laundromats and supermarkets.
- Check with real estate offices or rental agencies. Rental agencies sometimes charge a fee.
- Check your briefing packet for a list of property owners.

What should you look for in a unit?

In order for the unit to be approved, it must meet the following requirements:

- The rent for the unit must be reasonable for the type, size and condition of the unit.
- The unit must pass a Housing Quality Standards Inspection.
- The owner must be willing to enter into a contract with the Housing Agency and comply with the program rules.

Evaluating a Unit

- What are the costs of utilities? Is the unit energy efficient?
- Are tenant-paid utilities separately metered?
- Is the unit free from serious drafts?
- Is the building secure? Do all windows lock safely? Do the entrance doors have secure locks?
- Is there evidence that the unit has not been well maintained?
- Is the heating source adequate for the size of the unit?
- Is there enough room for your furniture?
- Does the landlord provide pest control?
- Is the unit clean and ready to move in?
- Are the refrigerators and stoves large enough for your family size?
- Is garbage pick-up available?
- Are there restrictions on pets?
- Is there sufficient parking and storage?
- Are there sufficient amenities and facilities for your family?

Be prepared when you apply for a rental unit!

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

Go early for your appointment and look around the neighborhood. Try to get a babysitter when meeting with owner. Even the best-behaved children can become impatient. Do not risk being judged by how you discipline or do not discipline your children.

When calling owners in response to ads, try to avoid asking about 'Section 8'. Get an appointment to see the unit so that the owner has an opportunity to meet you first.

Language Barriers

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

Housing Program Documents

When you are searching for a housing unit, make sure that you have the housing program documents with you. Review the information that was provided to you at the Briefing so that you can answer questions the owner may have about the Housing Choice Voucher Program. If the landlord is new to the program they may contact Daniel Harmon at 812-339-3491 extension 113 to become an approved landlord.

Security Deposit

When you attended your briefing, it was explained that the security deposit you may expect to pay can be no more than the amount equivalent to month rent. When you begin to search, make sure that you have made plans in advance to have the money available for the security deposit and the deposit for utilities, if applicable.

References

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

Step 4: Owner Approves Family

Landlords

When you meet the owner or landlord, ask questions.

- Does the owner live nearby?
- Is there a person to call for normal wear and tear repairs or maintenance?
- Does the owner seem interested in maintaining the condition and appearance of the property?
- What are the office hours for management and maintenance problems?
- Have the other tenants lived there a long time?
- Does the owner have a “zero tolerance” policy for drugs and violence by tenants?
- Try to find out from the police Community Relations office how often they have been called to the premises or immediate area.

Relatives as owner

The family must not receive assistance while residing in a unit owned by a parent, child, grandparent, sister, brother or any member of the family, unless the BHA 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.

Owner’s Right to Inquire

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

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

Confronting Housing Discrimination

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

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

Leasing In-place For New Voucher Holders

When you first receive your voucher, you may be eligible to receive assistance at your present unit if the unit qualifies. The unit must:

- be the appropriate size for your family.
- pass a housing quality standards inspection.
- have reasonable rent.

Certify To Move to Another Unit

If you decide to look for another place to live after your first year on the program, your BHA representative will explain the BHA policies and procedures for moving from your unit with continued assistance. **You must give proper notice to the owner and attend a Certify To Move appointment with your caseworker** if you want to move and continue to receive housing assistance. Proper notice is a written notice according to most leases and the BHA policy.

Families in High-Poverty Areas

If you live in a high-poverty area, you may want to consider searching for a housing unit in another area. There are many possible advantages to your family, such as improved employment and education opportunities.

Portability-Moving out of Monroe County

One of the great features of the tenant-based assistance programs is that your assistance “moves” with you. You can use your assistance to move not only across town but also to move anywhere in the United States within the jurisdiction of a HA with a tenant-based assistance program. The HUD term for the ability to move outside your Housing Agency’s jurisdiction with rental assistance is portability. The BHA may limit moves under portability, so contact your BHA representative if you wish to exercise portability. You will be advised of any restrictions and procedures that may apply to you.

Facts about portability you should know

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

Portability and FSS

If you are participating in a Family Self Sufficiency (FSS) program, make sure that you discuss moving with your case manager. *If you are unable to fulfill your FSS obligations in the new location, your FSS contract may be terminated, and you may lose your escrow balance, if you have one.*

Submitting a Request for Approval of Tenancy

When you find a housing unit that you want to rent, the owner must complete a Request for Tenancy Approval (RFTA) form submit it to the BHA. The RFTA is included in your Briefing Packet.

When the BHA receives your Request for Tenancy Approval form, the inspector will review it to determine if the unit is the correct size and the proposed rent is approved. The owner must submit his/her own lease, and the BHA will review it to make sure it contains the correct language required by HUD.

If the Request for Tenancy Approval forms are in order, the BHA will make an appointment to inspect the housing unit.

Remember: Unless you are granted an extension, your voucher will expire in 90 days from the date you receive it. Your prospective landlord needs to submit a Request for Tenancy Approval form to the BHA before your voucher expires.

Step 5: BHA Approves Tenancy and Unit

On receipt and review of the Request for Tenancy Approval form, the Landlord must schedule the Housing Quality Inspection. It is in your best interest to be present at the inspection so that you can see what repairs, if any, are required. You may call your BHA representative or landlord to find out the date and time the inspection is to take place.

If the unit passes the initial inspection and the rent is reasonable, the BHA will prepare the necessary paperwork and your assistance will begin. If the unit does not pass the initial inspection, the owner will be given a reasonable time period to correct any items that failed.

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

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

Step 6: Contract and Lease Signed

If the lease and unit are satisfactory, the BHA will enter into a contract with the owner, and you will sign a lease agreement with the owner.

Step 7: Housing Assistance Payment to Owner

The BHA will begin making payments to the owner after the unit has been approved and the Housing Assistance Contract has been signed. The BHA will direct deposit the payment to the owner on or about the first of each month. The BHA will continue to make payments as long as:

- the unit meets Housing Quality Standards.
- you are eligible for assistance.
- you reside in the unit.
- the owner is in compliance with the contract.

If the BHA fails to make timely payments to the owner, the BHA may be obligated to pay a late fee depending upon State/Local law.

WHAT ABOUT THE RENT

Payment Standard

A “Payment Standard” is used to calculate the monthly housing assistance payment for a family. The BHA must adopt a Payment Standard Schedule for each Fair Market Rent Area in the BHA jurisdiction, based on HUD’s published FMRs for each market in the United States. The BHA establishes Payment Standard amounts for each unit size. The Payment Standard is the maximum monthly subsidy payment. The Payment Standard for a family is the **lower** of: the Payment Standard amount for the family unit size; or the Payment Standard amount for the size of the dwelling unit rented by the family.

The maximum amount that the BHA will pay is an amount equal to the payment standard minus 30% of the family’s adjusted monthly income.

The payment standard:

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

Maximum Rent at Initial Occupancy

At the time a family initially receives the tenant-based assistance for occupancy of a dwelling unit, the family share may not exceed 40% of the family’s monthly adjusted income. The family share is the gross rent minus the housing assistance payment. The family may ask the BHA to assist the family in negotiating a lower rent to owner.

Other HUD Terms to Know

Adjusted Monthly Income

Since there are twelve months in a year, the Adjusted Monthly Income is the Adjusted Annual Income divided by 12.

Total Tenant Payment (TTP)

After calculating the Adjusted Monthly Income, the BHA determines the Total Tenant Payment (TTP) for the family. The TTP in the Voucher program is 30% of the family’s Adjusted Monthly Income. This includes the amount the tenant pays toward the rent to the owner and the BHA’s Utility Allowance for the unit. Depending on what rent the owner charges and whether utilities are included, the TTP may or may not represent 30% of the family’s Adjusted Monthly Income.

Utility Allowance

A Utility Allowance is the BHA’s estimate of the average monthly utility bills for an energy conscious household. If all utilities are included in the rent, there is no Utility Allowance. If any of the utilities are to be paid by the tenant, those utilities must be in the tenants name and remain in service. The Utility Allowance will vary by unit size and type of utilities.

- ✓ Note: In your Briefing Packet you will find the “Utility Allowance Schedules”, so that you can determine the Utility Allowance for the unit you want to rent. Keep in mind the allowances may not cover the entire amount of any utility service that is to be paid by the tenant.

Utility Reimbursement Payments

In the Voucher program, extremely low-income households may receive utility assistance from the BHA when the family’s TTP is lower than the Utility Allowance.

Housing Assistance Payments (HAP)

In the Voucher program, the BHA’s payment to the owner is the lower of: the Payment Standard minus TTP; or the gross rent minus the TTP. Gross rent includes the rent to the owner plus any allowance for tenant-paid utilities.

EXAMPLES OF RENT CALCULATION

Calculation of Subsidy and Family Share

The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.

EXAMPLE

Adjusted Monthly Income	743		
Multiply by	x <u>.30</u>	Payment Standard	620
30% of Adj. Monthly Income	223	Minus 30% Adj. Mo. Income	- <u>223</u>
		Maximum Housing Assistance	397

In this example, the payment standard is \$620. The maximum amount that the Housing Agency will pay to the owner is \$397. The amount that the family will pay depends upon the total rent for the unit.

Scenario #1

Gross Rent	500
Total Tenant Payment	- <u>223</u>
Housing Assistance Payment	277

Scenario #2

Gross Rent	600
Total Tenant Payment	- <u>223</u>
Housing Assistance Payment	377

In Scenario #1 the BHA will pay \$100 less per month to the owner than in Scenario #2, even though the family's income is the same in both cases. **The difference in the rent payment is because the unit in Scenario #2 had a higher rent to Owner.**

Let's examine how the total amount of the rent for the unit (Rent to Owner) can affect the amount of the family's rent payment to the owner.

Payment Standard	620	Rent to Owner	700
Total Tenant Payment	- <u>223</u>	Housing Assistance Payment	- <u>397</u>
Housing Assistance Payment	397	Family Rent to Owner	303

The family must pay the difference between the maximum housing assistance payment and the rent to owner.

TIPS FOR MOVING

Be prepared before you move

- notify important companies and people about your change of address
 - your doctor
 - your bank
 - your child's school
 - your creditors
 - your insurance company
 - your employer
 - newspapers and magazines
 - your post office
- list important new telephone numbers
- decide what goes with you, what stays and what to give away. Hold a yard sale.
- call friends and relatives; let them know when and where you are moving
- make sure you have enough help on moving day
- collect all important papers and keep them handy
- order a telephone book for your new area
- find out how much advance notice is needed for utilities and basic services
- find out where a branch of your bank is located
- check school schedules and enrollment requirements
- get your newspaper transferred
- call the Department of Motor Vehicles to change your driver's license
- find out about voter registration
- call train or bus companies for local schedules at your new location

Move-out Checklist

Whenever you are renting and wanting to move to another unit, make sure that you leave on good terms with the owner. Before you move, you must make sure that the unit is in good condition and that your rent is paid.

- repair any item damaged by you, your family or visitors.
- make sure that the walls and doors are clean
- replace any broken or missing curtain rods
- clean the entire unit
- remove all of your possessions from the unit
- have your utilities turned off
- return all your keys to the landlord and get a dated receipt for the keys

PARTICIPATING SUCCESSFULLY IN THE SECTION 8 PROGRAM

Successful participation in the Section 8 program requires that the family fulfill certain obligations to the BHA and other obligations to the owner.

Family Obligations to the BHA

Families who participate in the Section 8 Housing Choice Voucher Program are required to comply with certain “Family Obligations”. These Family Obligations are required by HUD regulations and are listed on the Voucher. By signing your Voucher, you acknowledge your responsibilities and obligations for participating in the program. The list of Family Obligations is as follows:

- **Supplying required information**
The family must supply any information that the BHA or HUD determines is necessary for administration of the program, and to certify or re-certify a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household members.
- **Disclosing and verifying Social Security numbers**
The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information.
- **True and complete information**
Any information provided by the family must be true and complete.
- **Comply with Housing Quality Standards (HQS)**
The family is responsible for meeting certain HQS requirements.
- **Allowing the BHA to inspect the unit**
The family must allow the BHA to inspect the unit at reasonable times and after reasonable notice.
- **Violation of the lease**
The family may not commit any serious or repeated violation of the lease.
- **Family notice of move or lease termination**
The family must notify the BHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- **Owner eviction notice**
The family must promptly give the BHA a copy of any owner eviction notice.
- **Use and occupancy of the unit**
The family must use the assisted unit for residence by the family and as the family’s only residence.
- **Approval of family members**
Members of the family must be approved by the BHA. The family must promptly inform the BHA of birth, adoption or court-awarded custody of a child. The family must request owner approval **and** BHA approval to add any other family members as an occupant of the unit.
- **Family member moves**
The family must promptly notify the BHA if a family member no longer resides in the unit.
- **Foster children**
A foster child or live-in aide may reside in the unit with approval of the BHA.

- **Profit-making activities**
Family members may engage in legal profit-making activities in the unit, according to the lease terms, but only if such activities are incidental to the primary use of the unit as the family's residence.
- **Sub-leasing**
The family must not sub-lease or sub-let the unit.
- **Assigning or transferring**
The family must not assign the lease or transfer the unit.
- **Absence from the unit**
The family must supply any information or certification requested by the BHA to verify that the family is living in the unit, or relating to family absences. The family must promptly notify the BHA of absence from the unit.
- **Interest or ownership**
The family must not own or have any interest in the unit.
- **Fraud or other program violations**
The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- **Crime by family members**
The members of the family may not engage in drug-related criminal activity or violent criminal activity.
- **Other housing assistance**
An assisted family, or members of the family, may not receive Section 8 assistance while receiving another housing subsidy for the same unit.
- **Relatives as owner**
As a reminder, the family must not receive assistance while residing in a unit owned by a parent, child, grandparent, sister, brother or any member of the family, unless the BHA 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.
- **Alcohol or substance abuse**
The family must not engage in illegal use of a controlled substance or abuse alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

Family Obligations to the Owner

The family obligations to the owner are contained in the lease agreement. **Please read it carefully!**

Families are obligated to:

- ✓ pay rent on time
- ✓ take care of the housing unit

Generally, the owner is required to make repairs and provide routine maintenance. However, if a housing unit fails to meet Housing Quality Standards because of the following items, it is the responsibility of the family.

- ✓ The family is required to provide utilities (such as electricity, gas or water) that are not furnished by the owner and the utilities are not in service (shut off). If this happens, you will be given a brief period of time to get the utilities in service. If you are responsible to provide utilities, make certain that they remain in service and that they are in your name.
- ✓ The family is responsible for providing and maintaining any appliance that the owner does not furnish, such as a stove or refrigerator.
- ✓ The family is responsible for damages to the unit or premises (beyond normal wear and tear) that are caused by any family member or guest.

If the unit does not meet Housing Quality Standards for these reasons and the deficiencies are not corrected within the time period set by the BHA, the BHA will discontinue assistance payments to the owner. Also, your participation in the Housing Choice Voucher Program may be terminated.

If you are not sure of a lease requirement, ask the owner!!

Importance of family rent payments to owner

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

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

Payment changes

When a change in your income occurs, contact your BHA representative within ten (10) days by filling out an interim change form. Please be sure to bring with you any documentation to verify the type and amount of change such as a paystub, or written statement from the source of income. A BHA representative may set up a meeting with you so the changes can be verified. With an income change, your payment and the BHA's payment to the owner may change. Both you and the owner will be given a written notice before any change goes into effect.

Side payments

It is illegal for you to make additional payments to the owner to cover a rent amount that is higher than the BHA rent limit, and it is illegal for the owner to charge such side payments. Any separate or side agreement between the owner and family must be approved by the BHA.

ANNUAL REQUIREMENTS

HUD requires that all families re-certify at least annually. You will receive a letter from the BHA advising you when you are due to be re-certified. Depending on the BHA's re-certification procedures, an appointment may be scheduled to review your household income and composition. Housing Authority's with jurisdictions covering a large geographic area sometimes permit re-certification paperwork to be completed through the mail. When you receive your re-certification letter, make the necessary arrangements to either attend your scheduled meeting or complete the re-certification paperwork and mail it back to the BHA on time.

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

- ✓ be on time for your re-certification appointment.
- ✓ return re-certification paperwork on time.
- ✓ prepare for the inspection.
- ✓ make sure someone is at home for the inspection.

Requirements between annual re-certifications

- ✓ When a family member moves out of your unit, you must report it to the BHA immediately by filling out the remove person forms.
- ✓ If you are considering having someone move into your unit, you must first get approval from your landlord, then notify the BHA. You will need to complete the request to add person paperwork and submit the identification and income/asset information to the BHA once the landlord has approved the person to be added. All family/household members must be approved by the BHA, and you must get approval from the landlord before someone can move in. Call to make an appointment if you have any questions.
- ✓ If there is a change in your household income or composition, you must report these changes in writing within fourteen (14) days of the change.

Zero assistance

If your family has an increase in income that causes your share of the rent to equal or exceed the amount of the total rent, the housing assistance payment from the BHA to the landlord will be reduced to zero. However, if your family remains in the unit, the housing assistance contract with the owner will remain in effect for 180 calendar days from the date that the change should go into effect.

During this 180-day period, your family is still considered to be on the program, although assistance payments are not being made. If you have a reduction of income and become eligible for assistance during this period you must complete an interim change form and the BHA will resume payments to the owner based on the new amount of the family's income.

PROGRAM-INTEGRITY

The Department of HUD determines the amount of funding that is available for rental assistance in each community. It is important to ensure that the funds are used to assist only those families who are eligible. The reason the Housing Authority's have a waiting list is that there is not enough funding to assist all of the families who apply.

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

MAKING FALSE STATEMENTS AND PROVIDING FALSE INFORMATION ARE SERIOUS VIOLATIONS OF PROGRAM RULES AS WELL AS VIOLATIONS OF STATE AND FEDERAL CRIMINAL LAWS.

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

- they will be subject to denial or termination of assistance.
- they will be required to repay any amounts that were paid by the BHA.
- if it is determined that the actions were intentional, the family may be subject to criminal penalties under State or Federal law.

If you are not sure about the rules or procedures, please contact your BHA representative to get the correct information. No one should be evicted or lose their assistance unnecessarily. If you are aware of someone who is violating program rules, please contact the Bloomington Housing Authority. The report can be made anonymously, you do not have to give your name. You can also call: **1-800-347-3735 (Toll-Free)**, or submit the report online by going to the following website: <https://www.hudoig.gov/>.

The most common program violations

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

- **Unauthorized household members**
The persons you list on your application for housing assistance are the *only* persons who may reside in your housing unit. If you permit anyone who has not been approved by the BHA to reside in your unit, it is a violation of your Family Obligation and it could result in the loss of your housing assistance. Contact your BHA representative before you allow someone to move into your unit.
- **Under-reporting income**
When you are interviewed by the BHA, you will be asked to report all income received by everyone in your household. If a family withholds income, it causes the BHA to pay more money to the owner than the law requires. This is also a violation of a Family Obligation. In these cases the family is required to repay the money; in addition, it could result in the loss of assistance or in some cases, criminal penalties.
- **Sub-leasing the unit**
When the BHA approves a unit for your family, it is for your family *only*. It is illegal for any family on the program to lease all or part of their unit to anyone not listed on the family composition forms and lease.
- **Not reporting changes**
At the Briefing, the BHA representative explains the procedures for reporting changes in household members and income according to BHA policy. Failure to report changes could result in repayment of money and /or loss of assistance. **YOU MUST LET US KNOW IF YOU GET A JOB!**
- **Not providing information or documents**
When the BHA requests that you furnish additional information or documents, it is because it is a program requirement. If you do not furnish the information or documents requested, your application or renewal cannot be verified. This applies every time you are due for re-certification.

Hearings

It is important to the BHA that families are provided all rights and protections under the law and HUD regulations. It is suggested that you seek an explanation from a BHA representative before you request a hearing. It may be a misunderstanding that can be resolved easily.

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

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

If a family does request a hearing, one will be scheduled promptly and the family will be notified in writing of the date, time and location of the hearing. Families may bring legal counsel, witnesses and evidence to the hearing. Upon request, the family may also obtain copies of any documents or evidence upon which the BHA's action or inaction is based, prior to the hearing and the family's expense. The family will also be required to provide to the BHA, prior to the hearing, copies of any documents and evidence it plans to use at the hearing.

Denial or termination of assistance

A family's housing assistance may be denied or terminated if:

- the family violates a Family Obligation under the Voucher Program.
- any member of the family has ever been evicted from Public Housing
- a Housing Authority has ever terminated assistance under the pre-merger Certificate or Voucher Program for any family member
- any family member commits fraud, bribery or any other corrupt act in connection with any federal housing program
- any family member commits drug-related criminal activity or violent criminal activity
- any family member is illegally using a controlled substance
- any family member's abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- the family currently owes rent or other money to the BHA or to another Housing Authority in connection with Section 8 or any housing assistance program under the 1937 Housing Act.
- the family has not reimbursed the BHA for money paid to an owner under a HAP contract for rent, damages to the unit or any other money owed by the family under the lease
- the family breaches an agreement with the BHA to pay money owed to a Housing Authority or money paid to an owner by a Housing Authority
- the family has engaged in or threatened abusive or violent behavior toward BHA personnel.

Mandatory permanent ineligibility & termination

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

Withdrawals

Occasionally, families who have been certified eligible to participate in the Section 8 Voucher program decline initial program participation or choose to withdraw from the program after receiving assistance for a while. It can be for a number of reasons, i.e., just got called back to work after a long lay-off, planning to get married and will now have more income or better yet, just won the state lottery! Since it can take many years to have your name re-selected from the waiting list, it is a good idea to discuss your plans with your BHA representative before you decide to withdraw. Depending on your income, your family may still be eligible for some rental assistance. Keep in mind that if you withdraw from participating in the program, you will have to re-apply if you happen to need assistance again in the future. If you decide not to withdraw, please notify the BHA by phone or come to the office. An appointment may be necessary.

A final note

Information and cooperation are two key ingredients in achieving decent, safe and affordable housing. With this handbook and the help of your BHA representative, you are sure to be among those in the winner's circle.

BE HONEST! When everyone abides by the rules you can remain in good standing and we can help more families.



GLOSSARY OF HOUSING CHOICE VOUCHER HOUSING TERMS

Admission: The effective date of the first HAP contract for a family (first day of initial lease term), the point at which a family becomes a participant.

Annual income: The anticipated total annual income of an eligible family from all sources for the 12-month period following the date of determination of income.

Annual Adjustment Factor: (AAF) The factor (provided by HUD) that determines the maximum amount of rent increase in the certificate program.

Adjusted Income: Annual income less allowable HUD deductions and expenses.

Applicant: A family that has applied for admission to the program, but is not yet a participant in the program.

As-Paid States: States where the welfare agencies adjust the shelter and utility component of the welfare grant in accordance with actual housing costs.

Certificate of Family Participation: A Certificate issued by the HA under the Section 8 Rental Assistance Program that authorizes a family to search for housing. It states the terms and conditions for program participation.

Child Care Expenses: Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for an adult to further his/her education.

Contract Rent: The amount of rent the HA authorizes an owner to collect for a unit occupied by a family receiving assistance. The rent may be paid by the tenant, the HA or both.

Dependent: A member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or is a full-time student 18 years or older.

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Drug-Related Criminal Activity: Drug trafficking, illegal use or possession for personal use of a controlled substance as defines in Section 102 of the Controlled Substances Act.

Elderly Family and Disabled Family: A family whose head or spouse, or whose sole member, is at least 62

years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

Exception Rent: In the certificate program, an initial rent in excess of the published FMR. Exception rents must be approved by the HA, and is used in determining the initial contract rent.

Excess Medical Expenses: Any medical expenses incurred by an elderly or disabled family in excess of 3% of the annual income that are not reimbursable from any other source.

Fair Market Rent: The rent limit published in the Federal Register for Section 8 Rental Assistance, which includes utilities (except telephone) and ranges and refrigerators. It is used as a standard to obtain privately owned, existing, decent, safe and sanitary rental suitable amenities. Separate FMRs are established for units of varying sizes (number of bedrooms) and types. In the voucher program it is used as a cap for the Payment Standard.

Family Self Sufficiency Program (FSS): A program developed by the HA to promote the self sufficiency of assisted families, including the provision of supportive services.

Foster Child Care Payment: Payment to eligible households by state, local or private agencies appointed to the State to administer the care of foster children.

Full-Time Student: A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. This includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross Rent: The sum of the Contract Rent and utility allowance. If there are no tenant paid utilities, the Contract Rent equals the Gross Rent.

Head of Household: The person who assumes legal and financial responsibility for the household and is listed on the application as head.

Housing Agency (HA)/Public Housing Agency: Any state, county, municipality or other governmental entity or public body that is authorized to engage in or assist in the development or operation of housing for low-income families.

Housing Assistance Payment: The amount the HA pays the owner for a unit occupied by a Section 8 tenant. It is the contract rent for the unit minus the tenant rent.

Housing Assistance Payment Contract: A written contract between the HA and the owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. It defines the owners and HA responsibilities.

Housing Quality Standards: The HUD minimum quality standards for housing assisted under the Section 8 program.

HUD: The Department of Housing and Urban Development or its designee.

Imputed Asset: An asset disposed of for less than Fair Market Value during two years preceding certification or re-certification.

Imputed Income: The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

Landlord: Either the legal owner of the property or the owner's representative or managing agent as designated by the owner.

Lease: A written agreement between an owner and an eligible family for the leasing of a housing unit.

Low Income Family: A family whose annual income does not exceed 80% of the median income for the area as determined by HUD.

Medical Expenses: Total medical expenses anticipated during the period for which annual income is computed and are not covered by insurance. (Only elderly families apply).

Minor: A member of the family who is under 18 years of age. (Excluding foster children)

Monthly Adjusted Income: One-twelfth of the annual income after allowances.

Monthly Income: One-twelfth of the annual income.

Net Family Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds and other forms of capital investment.

Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.

Participant: A family that has been admitted to the HA program and is currently assisted in the program.

Payment Standard: In the voucher program, an amount used by the HA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent. The HA adopts a payment standard for each bedroom size and for each FMR rent area in the HA jurisdiction.

Persons with Disabilities: The definition of a person with disabilities includes someone who:

- 1) has a disability as defined in Section 223 of the Social Security Act.
- 2) has a physical, mental or emotional impairment that:
 - a) is expected to be of long-continued and indefinite duration,
 - b) substantially impedes hi/her ability to live independently and
 - c) is of such a nature that ability to live independently could be improved by more suitable living conditions.
- 3) has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

Portability: Renting a dwelling unit with Section 8 assistance outside the jurisdiction of the initial HA.

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

Re-certification: Sometimes called re-examination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

Reasonable Rent (Rent Reasonableness): A rent to the owner that is not more than either:

- 1) the rent charged for comparable units in the private unassisted market , or
- 2) the rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Remaining Member of Tenant Family: Person left in assisted housing who may or may not normally qualify for assistance on own circumstances.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to the owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

Security Deposit: A dollar amount that can be collected from the family by the owner to be used for amounts owed under the lease according to State/local laws.

Single Person: A person living alone or intending to live alone.

Subsidy Standards: Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Tenant: The person or persons who executes the lease as lessee of the dwelling unit.

Tenant Rent: The amount payable monthly by the family as rent to the owner.

Total Tenant Payment: The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Unit/Housing Unit: Residential space for the private use of a family. The size of a unit based on the number of bedrooms contained within the unit.

Utility Allowance: The HA's estimate of the average monthly utility bills for an energy-conscious household.

If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

Utility Reimbursement: In the certificate program, the amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment.

Very Low Income Family: A low income family whose annual income does not exceed 50% of the median income for the area.

Violent Criminal Activity: Any illegal criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

Voucher (Rental Voucher): A document issued by an HA to a family selected for admission to the voucher program. The voucher describes the program and the procedures for HA approval of a unit selected by the family.



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

BLOOMINGTON HOUSING AUTHORITY

KEY POINTS

A family applies and, if determined eligible, receives a Voucher of Family participation from the Bloomington Housing Authority.

This voucher 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.

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

The Section 8 Rental Assistance Program



JOHN HAMILTON, MAYOR
CITY OF BLOOMINGTON



EQUAL HOUSING
OPPORTUNITY

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 with 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 "Voucher of Family Participation", to locate a house, apartment or mobile home in which to live. (Voucher 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 voucher 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, familial status 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 prior written notice according to your lease terms 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 in writing according to your lease 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.

AVAILABLE RENTAL UNITS

A great way to list available units is the internet. At 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 or contact the Bloomington Housing Authority.



Bloomington Housing Authority

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

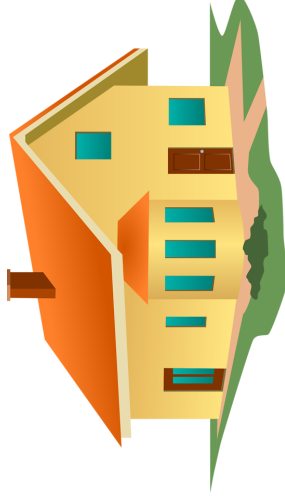
Hours:

Monday/Tuesday/Thursday/Friday

8:00AM-4:00PM

Wednesday

8:00AM-12:00PM



(T) 812.339.3491

bha@blha.net

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



Owner Obligations

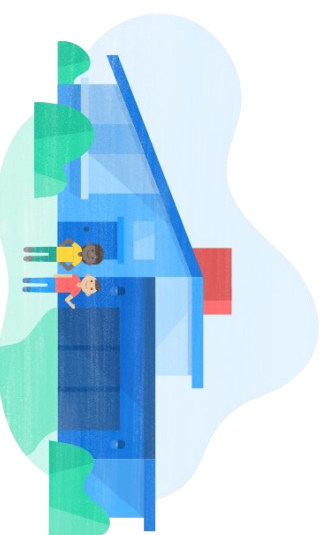
- Performing all management and rental functions, including selecting a voucherholder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Enforcing tenant obligations under the dwelling lease
- Maintaining the unit in accordance with the Housing Quality Standards (HQS)
- Paying for any utilities and services that are not the responsibility of the family as specified in the lease
- Complying with all of the owner's obligations under the housing assistance payments (HAP) contract and the lease
- Complying with equal opportunity requirements
- Preparing and furnishing 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



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.

4/30/18

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.

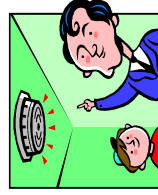
Chapter 5; Lodging Establishments

- * 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.

Continued →

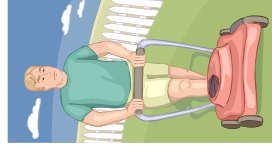
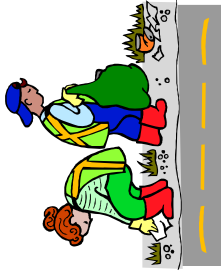
Chapter 7; Smoke Detectors for Residential Units (for effective dates, see BMC 16.07.090)

- * 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. **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.

- * 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.

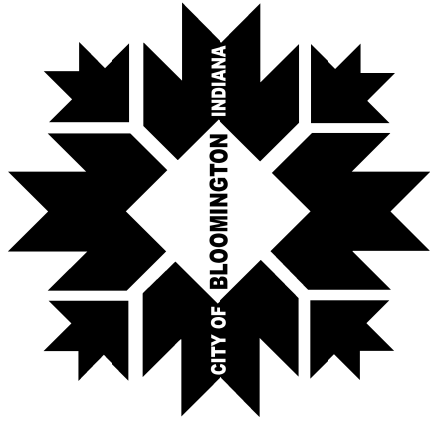


Bloomington Municipal Code Title 6 allows the City to issue tickets of up to \$150 for improper storage or disposal of trash. Title 6 also allows the City to issue tickets of up to \$150 for grass or weeds over 8 inches in height. Take care of the property you live in and avoid tickets.

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.

Rental Information for Bloomington



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

◆ **RENTAL OCCUPANCY PERMITS**
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 _____

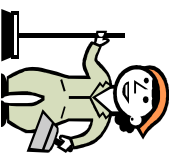
◆ **A JOINT INSPECTION OF THE PROPERTY IS REQUIRED.**
 BMC 16.03.050

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

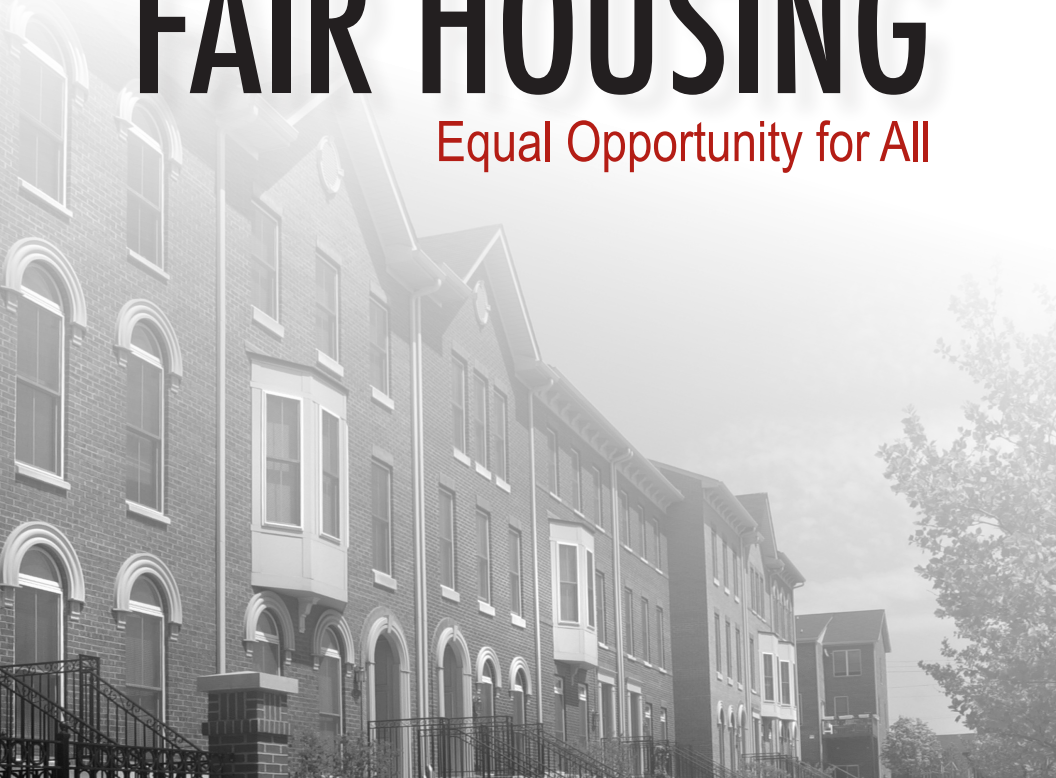
Note: The code prohibits retaliatory eviction or the threat of such action for requesting an inspection as provided for in this code.

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 eliminating 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.



FAIR HOUSING

Equal Opportunity for All



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



Please visit our website: www.hud.gov/fairhousing



FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation’s federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

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

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

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

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

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

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)
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:

DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
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 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are “substantially equivalent” to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the “substantially equivalent” State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD’s referral, or HUD may retrieve (“reactivate”) the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD’s investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD’s intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.



Notes

FAIR HOUSING Equal Opportunity for All



Notes

FAIR HOUSING Equal Opportunity for All

Your Local PHA:

Bloomington Housing Authority
1007 N. Summit St.
Bloomington, IN 47404
812-339-3491

Your caseworker is:

Ext. _____

For Further Information

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



Please visit our website: www.hud.gov/fairhousing

HUD-1686-1-FHEO
2011

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

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

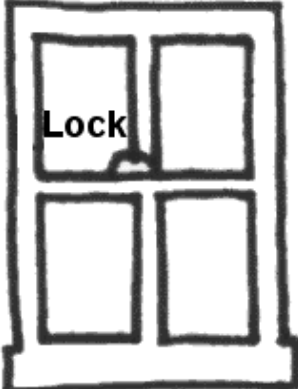
- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



Ceiling



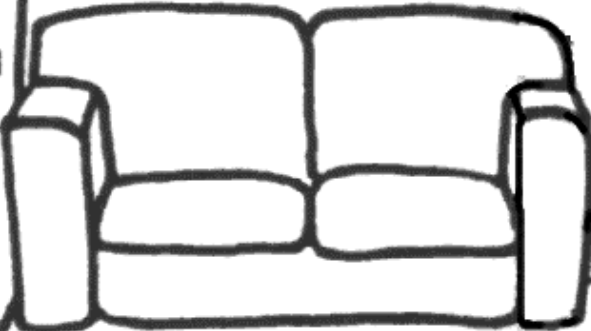
Window



Lock

Walls

Paint



Electricity



Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

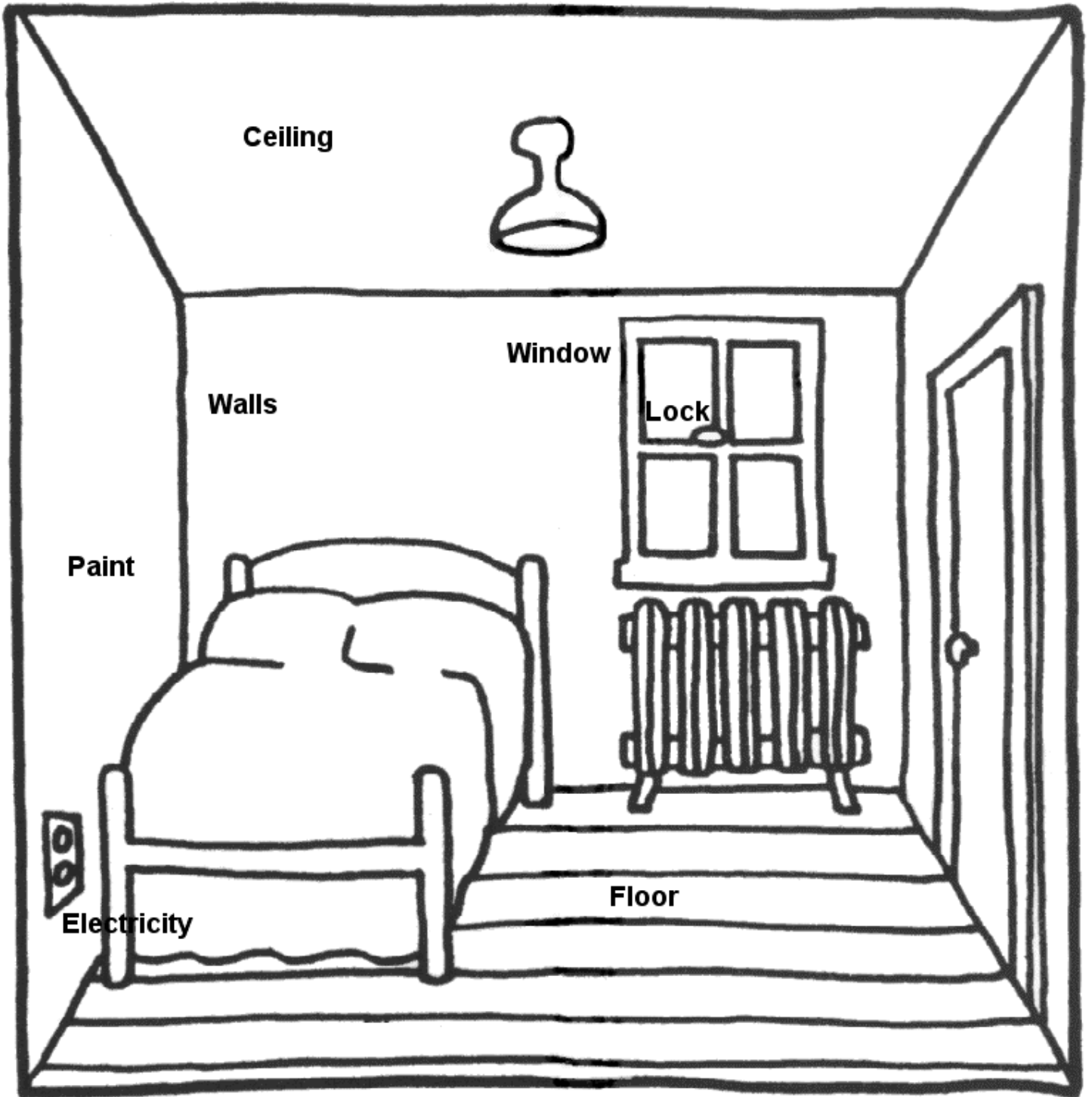
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



Ceiling

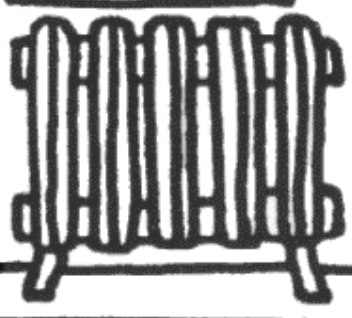
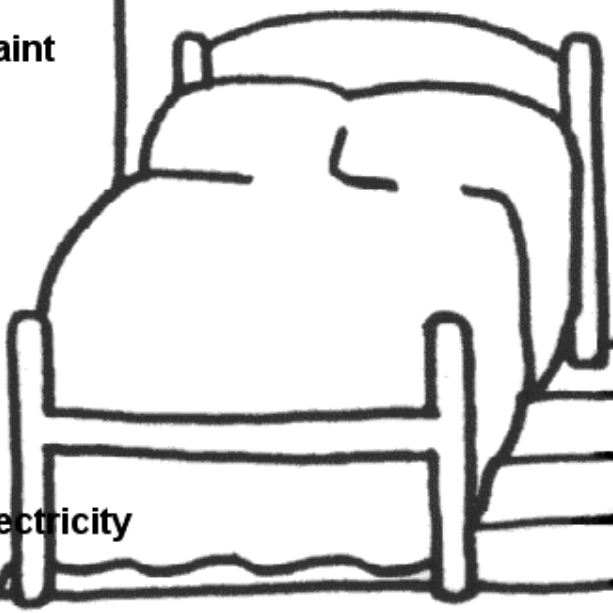


Window

Walls

Lock

Paint



Electricity

Floor

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

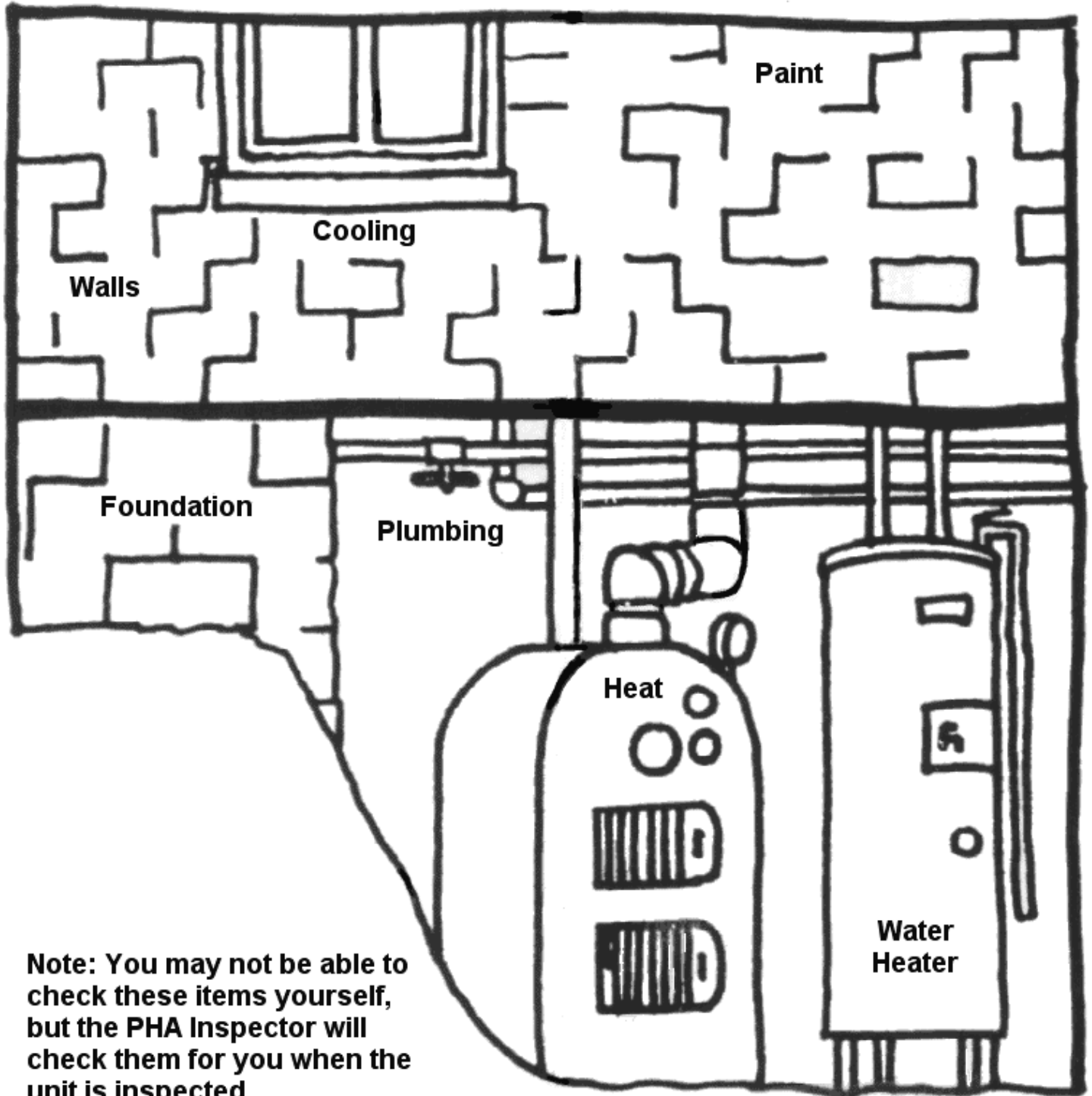
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
--Are there stores nearby?
--Are there schools nearby?
--Are there hospitals nearby?
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.



Protect Your Family From Lead in Your Home



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

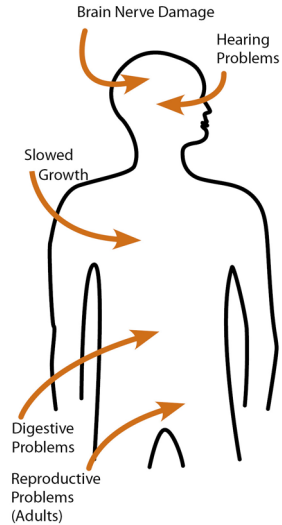
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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FAQ for Section 8 (HCV-Program)

Q: How do I report changes in the household?

A: To report any changes, increase or decrease, you **must** complete an interim change form that is available online at <http://bhaindiana.net/wp-content/uploads/2021/07/Interim-Change-Form-Digital-Fill-In-1.pdf> , at the front desk of the BHA, or outside in the box to the left of the entrance door for your convenience. Changes of any sort **must** be reported within fourteen (14) calendar days of occurrence. If you begin working, an interim change form **must** be completed within fourteen calendar days from the first day of employment. Calling to report a change will not be accepted.

Furthermore, any changes that occur before the time of move-in must be reported. Failure to report income accurately at time of application or before move-in may result in a payment agreement with BHA and/or termination of assistance.

Q: If I have a decrease in hours at work or lose my job, how do I provide proof of this decrease?

A: You may contact the employer to get proof of this decrease. This can include any of the following:

- A letter from your employer stating the last date of employment or an exit report
- If the employer is required to complete a form, please provide the BHA with a fax number of where this form can be sent. Providing a copy of your last pay stub **will not** work as proof of your last day of employment
- By using your login credentials given to you by your employer to access pay stub information

Q: How do I request an extension on my voucher?

A: Requests need to be submitted **in writing** which includes fax, email, mail, etc. This statement must be submitted **before** your voucher expires. Calling to make a request for an extension will not be accepted.

Q: When do I give my landlord the Request for Tenancy Approval (RFTA)?

A: You will need to give the landlord your RFTA when you are certain that this is the unit/location for you and after they have approved you to utilize this unit.

Q: Did my unit pass inspection?

A: Your landlord will know whether your unit passed inspection or not. Please contact your landlord for inspection results

Q: Can I sign my lease now?

A: If your unit has passed inspection, you will need to get in contact with your landlord to sign your lease. If your unit has **not** passed inspection, it is recommended that you do **not** sign a lease with this landlord **until** the unit passes inspection. If the unit fails an inspection for a second time, the BHA will **not** assist the unit and you may need to seek other options.

Q: How soon will I know my rent amount?

A: The caseworker **will not** know the rent amount until after the unit passes inspection and up to 10 days thereafter.

Q: If I am currently residing in the unit that I want to receive assistance on, how will I know when the inspection for my unit is scheduled?

A: It is up to your landlord to notify you of the scheduled inspection. Please ensure the inspector can access all outlets and windows, and move furniture if blocking outlets or windows.

Q: I have called my caseworker multiple times and have not gotten a response yet. What should I do?

A: Multiple calls will delay the move-in process as caseworkers are currently assisting over 300 families each. They have a 24 business hour response allotment. Emailing will typically result in a quicker response time, as most of the caseworkers work from home some days.

Q: If I qualify for a one bedroom unit, but there is a two bedroom unit available within the one bedroom payment standard, will I qualify for the two bedroom unit?

A: Yes, if the two bedroom unit is within the one bedroom payment standard (utilities plus rent), you may qualify for the two bedroom unit. However, if after one year of residing in the unit, the landlord requests a rent increase of up to the two bedroom payment standard, you will be responsible for the amount that exceeds the one bedroom payment standard.

Q: Who can help with my deposit?

A: Please refer to the Quick Reference Guide in your briefing packet. The BHA will only assist with rent and/or utilities. You may also dial 2-1-1 from any phone for the same information as the Quick Reference Guide.

Q: If I am currently residing in a subsidized unit (i.e. Henderson Court or other assisted project), how do I go about moving from one HUD assisted housing program to another?

A: You must give your landlord a notice as stated in your lease. Move-ins for new admissions are done the 1st or the 15th of the month. You must turn in your keys in at least one day prior to your Section 8 move-in date. Failure to give your notice and turn your keys in prior to this date will result in delayed assistance.



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.



A Utility Allowance is the amount that Bloomington Housing Authority (BHA) determines is necessary to cover a participant's reasonable utility costs. Such allowances are estimates of the expenses associated with different types of utilities and their uses.

Under certain circumstances, HCV Program participants may be eligible for utility allowance individual relief, in the form of increased allowance amounts.

Reasonable Accommodation and Individual Relief

On request from a family that includes a person with disabilities, BHA will approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible and usable by the family member with a disability. For example, specialized equipment is needed due to a family member's disability and the equipment causes excessive utility consumption. Such families would be eligible for utility allowance relief.

Additionally, BHA may grant requests for individual relief from charges in excess of the utility allowance on reasonable grounds, such as special factors not within control of the family. Examples include:

- The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.
- The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation.
- The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

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

Requests for utility allowance relief must be made in writing and addressed to your BHA Occupancy Specialist. The request must include an explanation of the need for individual relief and an explanation about the amount of additional allowance required. Once received, BHA will review your request and make a written determination within 30 calendar days.

Energy assistance may also be available through South Central Community Action Program (SCCAP). For more information, please visit <https://www.insccap.org/pages/energy> or call 812.339.3447.

How it Works

SCCAP's Energy Assistance is a heating benefit program that provides a one time benefit to help pay your winter fuel bills. **The 2023-2024 season is now closed. Applications for the 2024-2025 season will become available in the fall. Please follow our website or Facebook page for updates.** If you were on the program for the 2023-2024 season you will be mailed an application as soon as they are available. If you would like to request an application to be mailed to you, please email eap@insccap.org with your full name and address.

If you need immediate assistance please call 211 or text 898-211 for more information. You can also reach out to your local township trustee.

Eligibility for the program is based on total household income. If a household's utilities are included in rent, they can still be eligible for program. For program year 2024-2025, income limits by family size are:

1 Person	\$32,236
2 Persons	\$42,155
3 Persons	\$52,074
4 Persons	\$61,994
5 Persons	\$71,913

ENERGY SAVING TIPS

Switch to LEDs

LEDS OFFER SAVINGS OF UP TO 80% OVER AN INCANDESCENT BULB AND LAST 25 TIMES LONGER!

Laundry

WASH CLOTHES IN COLD WATER AND HANG DRY WHEN POSSIBLE.

Hot Water Heater

SET YOUR WATER HEATER TEMPERATURE TO 120-125°F, A TEMPERATURE CONSIDERED SAFE FOR MOST OF THE POPULATION.

Fresh Filters

CLEAN OR REPLACE FILTERS ON FURNACES ONCE A MONTH OR AS RECOMMENDED AND USE THE FILTER RECOMMENDED BY THE FURNACE MANUFACTURER.

Vapor Barriers

COVER UP ANY EXPOSED SOIL IN BASEMENTS AND CRAWL SPACES. UNCOVERED GROUND CREATES A PATHWAY FOR A SIGNIFICANT AMOUNT OF MOISTURE. THAT ADDED HUMIDITY MAKES AIR CONDITIONERS WORK MUCH HARDER THAN THEY NEED TO.



Stay in touch with us!
Contact info for your local office can be found inside this brochure.

Email: eap@insccap.org
www.insccap.org



Follow us on Facebook: @insccap



South Central Community Action Program

SCCAP

Empowering people to reach their potential

Energy Assistance Program



Get help
paying
your heating
costs!



About SCCAP

The South Central Community Action Program (SCCAP) is a nonprofit organization based in Bloomington, Indiana that has served low-income people for over 55 years. Our mission is to provide opportunities for all people to achieve personal and economic independence to strengthen our community.

SCCAP is also proud to offer:

Covering Kids & Families

Growing Opportunities

Head Start & Early Head Start

Housing Choice Opportunities

Thriving Connections

Weatherization

All SCCAP services are provided without regard to race, age, color, religion, sex, gender identity, gender expression, genetic information, sexual orientation, marital status, disability, national origin, ancestry, or status as a veteran.

Contact Information

If you need copies made of documents for your application, there are staff members available during office hours to do so. If you need help applying, please contact your local office to make an appointment.

Monroe County: 1500 W. 15th Street
Bloomington, IN 47404
(812) 339-3447
M - F: 8 AM- 4:30PM

Morgan County: 159 W. Morgan Street
Martinsville, IN 46151
(765) 342-1518
M, T, TH, F: 8 AM- 4:30PM
closed on Wednesdays

Owen County: 205 E. Morgan Street, Suite D
Spencer, IN 47460
(812) 829-2279
M, T, TH, F: 8 AM- 4:30 PM
closed on Wednesdays

Brown County: 746 Memorial Drive
Nashville, IN 47448
(812) 988-6636
M, T, TH, F: 8 AM-4:30 PM
closed on Wednesdays



How to Apply

To request an application be mailed to you, please contact your local SCCAP office or email eap@insccap.org with your name, address, and phone number in case we need to contact you.

You must turn in the following information:

Application: The application must include everyone living in your household at the time of application. Please fill it out completely. Application must be signed and dated.

Photo ID: a copy of a photo ID (e.g. driver's license) for the person who signs the application.

Social Security Cards: Copies of Social Security cards for each member of the household.

Electric and Heating Bills: Copies of the most recent electric and heating bills.

Income Documentation: If you or any household member has *fixed income* (Social Security, SSI, pension, etc.) we need the most current award letter or a recent bank statement showing the direct deposit. For anyone over 18 with earned income (employment), we need your most recent paystub, showing the year-to-date gross amount. For anyone with zero income for any of the last 3 months you will need to complete an Income Verification Affidavit.

SCCAP Agency Referral Form: Completed, signed and dated.

Landlord Affidavit: *Only needed if your utilities are included in your rent. Your landlord will need to complete this form.

WELCOME

Here are some resources to help establish and navigate your account with the City of Bloomington Utilities. Scan the QR codes or follow the links below



CONNECTING SERVICE

To sign up for water and/or sewer service. (Check with your leasing office before signing up, water may be provided by the property)
<https://bton.in/sYiWI>



HAVING TROUBLE PAYING YOUR BILL?

Financial hardship happens. Visit this resource page to see all the ways we can help.
<https://bton.in/WkpQE>



PAYING YOUR BILL

You can pay by mail, over the phone, online with a credit or debit card, or sign up for Aquapay to have your monthly bill automatically deducted from a checking or savings account.
<https://bton.in/H6s3g>

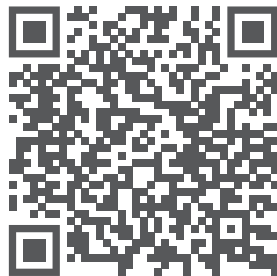


DISCONNECTING SERVICE

Existing customers need to cancel service when moving out of a property.
<https://bton.in/MEYUu>

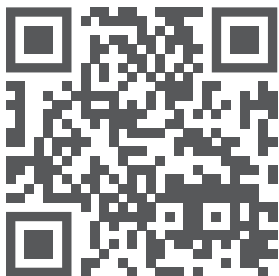
WATER USAGE AND LEAK ALERTS

Track water usage online and receive notification of potential leaks, which can save you from costly water bills in the event of an issue.
<https://bton.in/MxzoN>



SPECIAL READ AGREEMENT

Property managers can sign up to have service automatically transfer back to them when renters disconnect service
<https://bton.in/OYLIG>



EMERGENCY ALERTS

Click "Resident Alert Sign Up" for critical information from CBU and other government offices including tornado warnings, road closures, and

evacuations that are specific to the addresses you register as a whole. Receive time sensitive messages, via text, email, or home phone, and select what types of alerts you would like to receive.

<https://bton.in/H77tP>



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 Notice of Occupancy Rights under the Violence Against Women Act¹ (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.² 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.

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

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

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 U.S. Department of Housing
DOMESTIC VIOLENCE, and Urban Development
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

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

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

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

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

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

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

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

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

2. Name of victim: _____

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

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

5. Residence of victim: _____

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

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

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

10. Location of incident(s): _____

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

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

Signature _____ Signed on (Date) _____

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



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.

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

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

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

Bloomington Housing Authority (T) 812.339.3491
 1007 N. Summit Street (F) 812.339.7177
 Bloomington, IN 47404

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

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

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

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

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

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

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

Public Housing
 Housing Choice Voucher
 Section 8 Moderate Rehabilitation

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

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

Sources of Information to be Obtained

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

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

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

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

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

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

Signatures:

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

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

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

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

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.

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

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"/>
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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? <input type="checkbox"/> Single-family house <input type="checkbox"/> A house or building for 2, 3, or 4 families <input type="checkbox"/> A building for 5 families or more <input type="checkbox"/> Other, including vacant land held for residential use (explain) <input type="text"/>	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. <input type="text"/>	6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved) <input type="text"/>
--	--

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct. <input type="text"/>	Signature & Date <input type="text"/>
---	---------------------------------------

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 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.

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.

How Portability Works

What is Portability?

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

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.

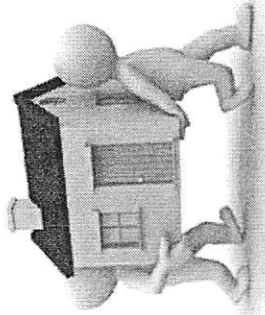
New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.
Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.



How Portability Works



Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

See front for more details

Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.

3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA.

PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.

See front for more details

Housing Choice Voucher (Section 8) Lease-Up Checklist

Renters: How to Put your Best Face Forward to Secure a Lease

Qualifying for a rental unit using a Section 8 voucher can be an intimidating process. Once you've found a potential unit to lease, the landlord will screen for many things such as: credit history, past rental history, criminal history and income. This checklist document is intended to be a helpful guide to prepare for passing those background checks and qualifying for a lease. Think of this document also as a checklist the landlord will follow when screening.

Credit History

Landlords check a potential tenant's credit report because it reveals how much debt an applicant owes and how punctual he/she is in repaying those debts. A poor credit report may indicate the applicant cannot pay their portion of the rent on time and in full. Not sure what your credit report looks like? You can run a free credit report by accessing websites such as www.creditkarma.com or by phone at 877-322-8228.

Do you need help repairing your credit? Local resources are available.

- If you are a Bloomington Housing Authority RAD resident, you may call Heidi Flynn at 339-3491 x122. She can meet with you one-on-one to discuss repairing your credit. Non-BHA clients can call Family Self-Sufficiency Coordinators Elizabeth Hacker (339-3491 x120) or Brittney Willis (339-3491 x128) to schedule a one-on-one credit repair session.
- Call the United Way hotline at 2-1-1 for other resources in the area.

Past Debts

An applicant family is immediately disqualified from the Section 8 program if they owe the BHA or any other Public Housing Authority money. It is important to settle these past due debts immediately.

Another example of past debts that could be owed is to utility companies. Many Section 8 rental units require the utilities to be in the head of household's name. This could be an issue if the head of household owes the utility company for past due bills or service fees. Make sure you can get the utilities turned on in your name before signing a lease.

Do you need help with past due debts to a PHA or utility companies? Local resources may be available:

- The township trustees may help with past rental debts. Find your trustee by accessing the County website at www.co.monroe.in.us/.
- Many local social service providers may help with utility payments such as:
 - Monroe County United Ministries: 812-339-3429
 - South Central Community Action Program: 812-339-3447
 - Shalom Community Center: 812-334-5728
 - Salvation Army: 812-336-4310
 - Saint Vincent De Paul: 812-961-1510
 - Emmanuel Baptist Church: 812-824-2768
 - Sherwood Oaks Christian Church: 812-334-0206
 - Trinity Episcopal Church: 812-336-4466

Good Landlord Reference

Potential landlords will call your past landlords to determine what kind of tenant you were. They will ask if you damaged the previous unit, had unreported persons living there, caused noise complaints, paid the rent on time and in full and kept the unit safe and sanitary. One bad recent tenancy history can affect you for many years. If you can get a letter from a previous landlord stating you paid the rent on time, kept the unit safe and sanitary and respected the rights of your neighbors, this could be very helpful in proving good tenancy history.

Criminal Background

A felony charge on one's criminal background can be hard to overcome. A reference letter of good standing with a probation or parole officer could help.

Save for a Deposit

The Section 8 subsidy does not cover the security deposit, so it is the responsibility of the tenant to pay this amount up front before securing the unit. The deposit can be up to a full month's rent in addition to pet deposits or other fees. It is important to start saving for this as soon as possible.

Searching in Person: Tips for Putting your Best Face Forward

There's a saying that first impressions are everything. *"You never get a second chance to make a first impression."* When going to first meet a potential landlord, consider these tips:

- Dress nicely. A conservative dress shirt with dress pants is appropriate.
- Have letters of reference in hand to give to landlord. Make copies so you can keep the originals.
- Let the landlord get to know you. Don't start the conversation asking about Section 8.

Self-Sufficiency

Participating in poverty-alleviating programs can signal to a landlord that one is working towards raising their income to become fiscally responsible. A reference letter from the program coordinator may be helpful to demonstrate one is working to overcome any of the above barriers. Check out some of these local programs:

- SCCAP Thriving Connections: Call 812-339-3447 x520 or visit <http://www.inccap.org/pages/thrivingconnections>
- Salvation Army Pathway of Hope: Call 812-336-4310 x100 or visit <http://corps.salvationarmyindiana.org/bloomington/services/pathway-of-hope/>
- Participation in a Work One program: Call 812-331-6000 or stop by the office at 450 S Landmark Avenue, Bloomington.

Right to Fair Housing

If you feel you were discriminated against please report the incident to the BHA in person or in writing.

Accessible Apartments in Bloomington and Monroe County

Basswood Apartments
1000 Basswood Circle
Bloomington, IN 47403
812-333-9123

Hilltop
1201 W. Allen
Bloomington, IN 47403
812-336-5866

Governor Park
4750 N. Lenzy Way
Bloomington, IN 47401
812-803-3302

Elkins Apartments
938 N. Walnut St.
Bloomington, IN 47408
812-339-2858

Stadium View II
310 E. 20th St.
Bloomington, IN 47408
812-333-9201

Richland Phase 6
5665 W. State Rd. 46
Bloomington, IN 47404
812-876-5478

Renaissance Rentals
3192 E. Covenanter Dr. Ste 100
Bloomington, IN 47408
812-9615025

Pavilion Properties
601 N. Walnut st.
Bloomington, IN 47401
812-333-2332

B-Line Heights
611 N. Rogers St.
Bloomington, IN 47404
812-668-7202

Woodbridge Apartments
3401 John Hinkle Place
Bloomington, IN 47408
812-337-3501

Southern Knoll
652 N. Girls School Rd. Ste 110
Incianapolis, IN 46214
317-273-0312

Reserve @ Chandlers Glenn
1320 Arlington Park Dr.
Bloomington, IN 47404
812-323-2001

Union @ Crescent
1100 N. Crescent Rd.
Bloomington, IN 47404
812-287-8464

WHAT ARE APARTMENTS REQUIRED TO DO IN ORDER TO ENSURE ACCESS TO PEOPLE WITH DISABILITIES?

Apartment managers are required to make reasonable accommodations in policies and procedures—for example, allowing assigned parking for those with mobility impairments or service animals for those who need them. Landlords are also required to allow tenants with disabilities to make modifications to the unit, such as removing carpet, installing ramps, lowering counter tops, etc. However, the landlord can require this work to be done by a professional AT THE TENANT'S EXPENSE and that the tenant returns the unit to its original condition upon move-out. Apartments or other multi-family housing (such as condominiums) that were built after March 1991, must include specific accessibility features—clear paths from parking and common areas to individual units, 32" wide doorways, low thresholds, electrical outlets and thermostats reachable from a wheelchair, sufficient floor space for wheelchairs in kitchens and bathrooms and sufficiently wide hallways, interior doorways and closets.

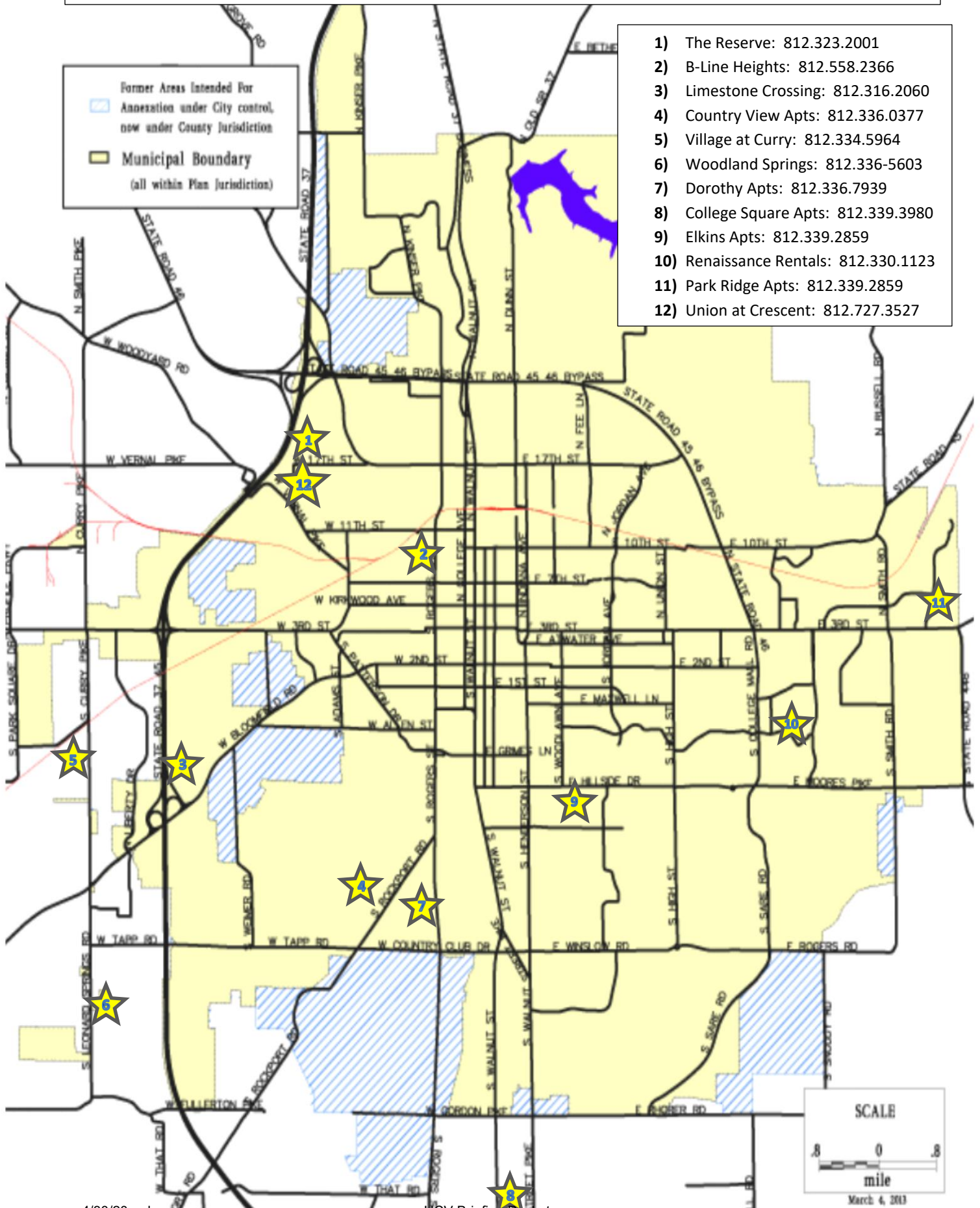


Apartment Complexes in Bloomington, IN

Former Areas Intended For
Annexation under City control,
now under County Jurisdiction

Municipal Boundary
(all within Plan Jurisdiction)

- 1) The Reserve: 812.323.2001
- 2) B-Line Heights: 812.558.2366
- 3) Limestone Crossing: 812.316.2060
- 4) Country View Apts: 812.336.0377
- 5) Village at Curry: 812.334.5964
- 6) Woodland Springs: 812.336-5603
- 7) Dorothy Apts: 812.336.7939
- 8) College Square Apts: 812.339.3980
- 9) Elkins Apts: 812.339.2859
- 10) Renaissance Rentals: 812.330.1123
- 11) Park Ridge Apts: 812.339.2859
- 12) Union at Crescent: 812.727.3527



For more HCV-Section 8 listings please visit <https://www.indianahousingnow.org>

Apartment/Management	Address	Contact	HCV	Location	Bus line	Pets	Notes
A 1 Town Homes	P.O. Box 145	812-345-5009	yes	varies	yes	yes	
Acadia Court	3008 Acadia Court	812-961-5464	call	southeast	yes	yes	background check
Action Property	1203 S. Walnut St.	812-332-8870	call	varies			
All Natural Properties	4217 E. 3rd St.	812-361-0387	call	varies			
B-Line Heights	611 N. Rogers St.	812-668-202	yes	downtown	yes		
Brandon Court	2381 Brandon Court	812-961-8807	yes	south	yes	yes	background check
Brawley	P.O. Box 5543	812-327-533	call	varies			
C&J Conerstone LLC		812-325-9093	call	varies			
Caritas-Indiana LLC		702-807-8204	call	varies			
Carmichael Properties		812-334-8285	call	varies			
College Square	3100 South Walnut St. Pike	812-339-3980	yes	south	yes	1 pet	criminal check
Country View Apts	2500 S. Rockport Rd.	812-336-0377	yes	south	yes	yes	
Covenater Hill	3101 Covenater Drive	812-330-1123	1 br only	east	yes	yes	
Cowden Enterprise	2088 S. Liberty Dr. Ste114	812-336-8530	call	varied	call	call	
Crescent Pointe	West 17th & Crescent Road	317-881-8811	Call	northwest	yes		usually have waitlist
CS Property	225 N. Washington St.	812-330-1411	call	varies			
DAJA- c/o Prodigy	3880 E. 3rd St. Suite A	812-327-6195	call	varies			
DanBERT Properties, LLC.		812-824-9053	call	south			
Donald Cowden Revocable Trust	3111 Venture Blvd.	812-336-8530	call	varies/west			

You are not restricted to this list. You may utilize your HCV voucher at any location in Monroe County that is willing to accept the voucher.

For more HCV-Section 8 listings please visit <https://www.indianahousingnow.org>

Apartment/Management	Address	Contact	HCV	Location	Bus line	Pets	Notes
Dorothy Apartments	2226 S. Rogers St.	812-336-7939	yes	southwest	yes	call	
Elkins Apartments	940 North Walnut Street	812-339-2859	yes	varied	yes	yes	
Ellettsville Apartments	411 South Sale Street	812-876-2563	yes	west	Rural Transi	no	1 and 2 bedrooms
Governor Park	4750 Lenzy Way	812-803-3302	yes	Ellettsville	yes		55+ or disabled
Jamar Properties	320 E. 3rd Street	812-330-8655	call	varies			
Jill Snyder		812-339-8398	call	varied			
Kingsbury Properties	marty47542@yahoo.com	kingsburyproperties463@gmail.com	call	west			
Lenzy Hayes Inc.	5665 West SR 46	812-876-5478	yes	west	no	yes	
LifeDesigns		812-332-9615	yes	south	yes		
Limestone Crossing	540 South Basswood Drive	812-332-7522	yes	west	yes	yes	
Park North/Olympus	2622 North Walnut	812-334-8200	yes	north	yes	cats	
Parker Real Estate	P. O. Box 1112	812-339-2115	call	varies			
Patterson Pointe	454 S. Westplex Ave.	812 822-3784	call	west	yes		55+/Income restrictions
Pavilion Properties	112 E Third St	812-333-2332	call	varied	yes	no	may require co-signer
Pegasus Properties	3101 East Covenant Dr	812-824-3230	yes	varied	yes	some	
Pyramid Properties		812-323-0974	call	varied			
Renaissance	3192 E. Covenant Dr., Ste 100	812-323-8021	call	varied			
Reserve @ Chandlers Glenn	1320 N Arlington Park Dr	812-323-2001	yes	northwest	yes	yes	

You are not restricted to this list. You may utilize your HCV voucher at any location in Monroe County that is willing to accept the voucher.

For more HCV-Section 8 listings please visit <https://www.indianahousingnow.org>

Apartment/Management	Address	Contact	HCV	Location	Bus line	Pets	Notes
Sarge Rentals	2623 N. Walnut St.	812-330-1501	call	varies			
Schoolview Apartments	7201-7281 Susan St.	317-756-9893	call	Ellettsville	no	no	
Shaw Rentals	2005 S. Rogers St.	812-334-4010	call	varied	call	call	
Southern Knoll LP.	1105 W. Third St.	812-335-3640	call	west			income qualifications
Union @ Crescent	1100 N. Crescent Rd.	812-287-8464		northwest	yes		
Westmoreland Rentals		812-929-3114	call	varied			
William Mckee (owner)		812-333-8411	yes	varies	yes	no	
Woodbridge Apts	3401 John Hinkle Place	812-337-3501	call	east	yes	yes	
Woodland Springs	3111 S Leonard Springs	812-336-5603	yes	west	yes	yes	

Income-based/Below-Market

College Square	3100 S. Walnut St. Pk.	812-339-3980	yes	south	yes	yes	
Cambridge Square	307 Pete Ellis	812-294-8231		east	yes	yes	over 62 or disabled
Country View Apartments	2500 S. Rockport Rd.	812-336-0377	yes	south	yes	yes	Sec. 42 tax credit
Henderson Court	2475 S. Winslow Court	812-339-3088	no	south	yes	no	
Orchard Glenn Cooperative	1001 S. Sugar Maple Circ.	812-332-9177	no	west	yes	no	
Reserve at Chandler's Glen	1320 N Arlington Park Dr.	812-323-2001	yes	north	yes	yes	
Southern Knoll LP.	1105 W. Third St.	812-335-3640	call	west			income qualifications
Woodland Springs Apts	3111 S Leonard Springs Rd.	812-336-5603	yes	west	yes	yes	
Westplex Woods	100 Westplex Dr	812-337-2434	no	west	yes	yes	

You are not restricted to this list. You may utilize your HCV voucher at any location in Monroe County that is willing to accept the voucher.

For more HCV-Section 8 listings please visit <https://www.indianahousingnow.org>

Apartment/Management	Address	Contact	Section 8	Location	Bus line	Pets	Notes
Income-Based-For Seniors							
Cambridge Square Apartments	307 Pete Ellis	812-337-3507		east	yes	yes	over 62 or disabled
Dodds Wiley Court	720 W. Dodds, 739 W. Wiley	812-876-3383	yes	west	yes	yes	55 or older
Edgewood Village Apartments	7400-7496 Mustang Drive, Ellettsville, IN	812-876-3383	yes	Ellettsville	Rural Transi	yes	55 or older
Governor Park	4750 Lenzy Way	812-803-3302	yes	Ellettsville	yes		55+ or disabled
Maple Shades	1101 W. Main St.	812-876-6111	yes	Ellettsville	Rural Transi	yes	
Millyard	800 N. Allen, Ellettsville	812-876-6111	call	Stinesville			
Providence Place	2520 S.Rockport Rd.	812-334-7836		south	yes	yes	must be over 62
Richland Apartments	5665 West SR 46	812-846-5478	yes	Ellettsville	Rural Transi		over 62 or disabled



Bloomington Housing Authority

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

Neighboring Housing Agencies

South Central Community Action Program

1500 W. 15th Street
Bloomington, IN 47404

(812) 339-3447

Terre Haute Housing Authority

P.O. Box 3086-One Dresier Square
Terre Haute, IN 47803-0086

(812) 232-1381

Columbus Housing Authority

799 McClure Road
Columbus, IN 47201

(812) 378-0005

Bedford Housing Authority

1305 K Street
Bedford, IN 47421

(812) 279-2356

Indianapolis Housing Authority

1919 N Meridian
Indianapolis, IN 46202-1303

(317) 261-7285

Linton Housing Authority

R.R. 2 Box 655
Linton, IN 47441

(812) 847-8254

State Department of Human Services

P.O. Box 6116
Indianapolis, IN 46206-6116

(800) 622-4993

Bloomfield Housing Authority

100 W. Main Street
Bloomfield, IN 47424

(812) 384-8866

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Bloomington Housing Authority

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

BHA STAGES & Homeownership Programs

STAGES is a goals oriented program for individuals and families who are interested in becoming more self-sufficient through employment. STAGES stands for **S**erves All, **T**enant/Client Focused, **A**sset Building Opportunities, **G**oals Oriented, **E**mployment Focused, and **S**ervice and Resource Connection. A STAGES Coordinator works directly with participants and assists them on their journey to reaching their goals.

An incentive of the STAGES Program is an escrow (savings) account. The escrow account begins when a participant's earned income increases and results in increased rent. The BHA deposits the money in an account for the STAGES participant. Upon completion of the STAGES Program, money from this account is paid to the participant. You do not have to work in order to begin the STAGES Program, however, your earned income must increase to receive escrow. Participants are also eligible for distributions from their escrow account while actively participating in STAGES.

Graduation from the STAGES Program means the participant is employed, TANF free, and has met all their goals. While participating in the STAGES Program goals can be modified, added, or removed. Your STAGES Coordinator will assist with questions related to goals.

Homeownership Program: The Bloomington Housing Authority offers a Homeownership Program for those who are interested in purchasing their own home. The homeownership program works with interested and eligible households so that they can meet the HUD requirements to transition to homeownership. The program is open to BHA Section 8 Housing Choice Voucher recipients who meet eligibility requirements.

To find out more about the STAGES and/or Homeownership Program (HOP) Contact:

Brittney Willis X 128 or Ashley Spradley X 120

As an equal opportunity housing provider, BHA provides housing opportunities regardless of race, color, national origin, religion, sex, physical or mental disability, familial status or any other classification protected by applicable federal, state or local law.



Building Your Future Together

The Family Self-Sufficiency (FSS) program is a federal initiative administered by the U.S. Department of Housing and Urban Development (HUD). The primary goal of the FSS program is to help individuals and families participating in the Housing Choice Voucher (Section 8) program achieve economic self-sufficiency.

Here are key features and components of the Family Self-Sufficiency program:

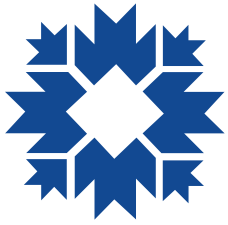
- **Individualized Goal Setting:** Participants work with a FSS Coordinator to establish personalized goals related to education, employment, and financial independence. These goals are intended to help families increase their earning potential and reduce their dependence on public assistance.
- **Service Coordination:** FSS program coordinators work with participants to connect them with the necessary support services in the community. This may include education and job training programs, childcare services, transportation assistance, and other resources.
- **Escrow Accounts:** As participants increase their income through employment, a portion of their rent payments is deposited into an escrow account. This account is established for each participant and is designed to create a financial cushion. Funds can be accessed throughout participation to help you meet your goals. Upon successful completion of the program, the funds in the account are paid to the participant without any restrictions on use of the funds. The funds from the account are tax free.
- **Contract of Participation:** Individuals and families entering the FSS program sign a Contract of Participation outlining their goals and the services they will receive. This contract is a commitment to actively work towards achieving self-sufficiency.
- **Duration of Program:** The FSS program typically has a five-year duration, during which participants work towards meeting their goals. However, the exact duration may vary depending on your needs.
- **Graduation and Benefits:** Upon successful completion of the program, participants receive the funds in their escrow accounts. This funds can used for any purposes, however, common uses include furthering education, purchasing a home, or starting a small business.
- **Coordination with Public Assistance Programs:** The FSS program is designed to complement other public assistance programs. Participants may continue to receive housing assistance and other benefits during and after completion of the FSS program. You never risk losing your Section 8 by joining, participating in, and even graduating from FSS.

The FSS program aims to empower individuals and families to break the cycle of poverty and achieve financial independence. It provides a structured framework for participants to set and achieve goals, access support services, and build the skills and resources needed to improve their economic well-being.

If you are interested in participating please contact:

Brittney Willis at bwillis@blha.net 812.339.3491 ext. 128 or Ashley Spradley at aspradley@blha.net 812.339.3491 ext. 120

Additional information including an FSS application, FSS Frequently Asked Questions, and a FSS Brochure can be found at: <https://bhaindiana.net/programs/supportive-services/fss/>



City of Bloomington
Community and Family
Resources Department

Quick Reference Guide

All of our guides are available online at 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

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

Disabilities

- 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
 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

Health

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

Toll-Free 800-972-4410
 MedExpress..... 812-339-2305
 Mental Health Resources..... 800-677-6442
 Monroe Co. Family and Social Services
 Administration 800-403-0864
 Planned Parenthood 812-336-0219
 Southern Care Hospice 812-334-8343
 Veterans Outpatient Clinic..... 812-336-5723
 Volunteers in Medicine (VIM)..... 812-333-4001

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 812-336-2651
 24 hour Abuse Line 800-800-2656
 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
 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*

Indiana

2·1·1

Call | 2-1-1 or 866-211-9966
Text | Your ZIP Code to 898-211
Online | in211.org

- Food and clothing
- Mental health and substance use
- Education, employment and tax assistance
- Housing and utility assistance
- Domestic violence, human trafficking and sexual assault
- Children and family services
- Health care

FREE | CONFIDENTIAL | AVAILABLE 24/7

Indiana 211 is a division of the Indiana Family and Social Services Administration

Llama al | 2-1-1 o 866-211-9966
Mensaje de texto | Su código postal al 898-211
Página web | in211.org

- Alimentación y vestimenta
- Salud mental y adicción
- Ayuda para vivienda y servicios públicos
- Ayuda para educación, empleo y asistencia fiscal
- Servicios para niños y familias
- Atención médica
- Ayuda con violencia doméstica, tráfico humano y asalto sexual

GRATIS | CONFIDENTIAL | DISPONIBLE 24/7

Indiana 211 es una división de la Administración para la Familia y los Servicios Sociales de Indiana



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

Child Support Hotline Information

Attention all clients receiving child support via the Way2Go card system:

If you receive, or anticipate receiving child support payments, BHA strongly encourages you to contact the Child Way2Go through GoProgram.com to sign up for transaction alerts so they will give you a courtesy text letting you know any time a child support payment has been made.

Due to the availability of this service, BHA will not accept information that you were unaware of having received a child support payment. Untimely reporting of child support payments will result in owing a debt to BHA, a subsequent repayment agreement, and the possible termination of your voucher assistance.

Please contact the above number and leave a phone number where you can receive a message. This will protect you in making timely reports.

If you have any questions please contact your HCV Occupancy Specialist.

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

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

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

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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HCVP Payment Standards 2025

Efficiency	\$1,053 ⁰⁰
One Bedroom	\$1,188 ⁰⁰
Two Bedroom	\$1,345 ⁰⁰
Three Bedroom	\$1,779 ⁰⁰
Four Bedroom	\$2,118 ⁰⁰
Five Bedroom	\$2,435 ⁰⁰

Please note: Payment Standard amounts reflect rent plus utilities for units and are also dependent on rent reasonableness as compared to similar unassisted units in the area near the unit being considered for occupancy.

If these standards are exceeded, the tenant is responsible for all amounts over and above these standards in addition to their normal 30% of adjusted monthly income; but cannot exceed 40% of adjusted monthly income at the move-in.

Effective December 1, 2024

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**Allowances for
Tenant-Furnished Utilities
And Other Services**

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

Locality: Bloomington, Indiana		Single Family Detached					Date: 2/1/2024	
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	\$27	\$32	\$36	\$40	\$45	\$49	
	b1. Electric Resistance	\$43	\$50	\$57	\$63	\$70	\$77	
	b2. Electric Heat Pump	\$24	\$28	\$32	\$35	\$37	\$41	
	c. Propane/LPG	\$89	\$105	\$122	\$138	\$155	\$172	
Cooking	a. Natural Gas	\$2	\$3	\$4	\$5	\$7	\$8	
	b. Electric	\$7	\$7	\$8	\$11	\$13	\$16	
	c. Propane/LPG	\$8	\$9	\$13	\$17	\$21	\$25	
Other Electric/Lighting		\$37	\$43	\$57	\$70	\$82	\$95	
Air Conditioning		\$4	\$5	\$10	\$15	\$20	\$25	
Water Heating	a. Natural Gas	\$7	\$9	\$12	\$16	\$20	\$24	
	b. Electric	\$17	\$18	\$23	\$28	\$33	\$37	
	c. Propane/LPG	\$23	\$27	\$39	\$51	\$63	\$75	
Monthly Connection Fee	a. Natural Gas	\$19	\$19	\$19	\$19	\$19	\$19	
	b. Electric	\$11	\$11	\$11	\$11	\$11	\$11	
Water	a. Bloomington	\$30	\$31	\$42	\$57	\$72	\$87	
	b. Ellettsville	\$19	\$21	\$32	\$48	\$63	\$78	
Sewer	a. Bloomington	\$37	\$40	\$61	\$92	\$123	\$154	
	b. Ellettsville	\$35	\$37	\$47	\$63	\$79	\$95	
Trash Collection	a. Bloomington	\$19	\$19	\$19	\$19	\$19	\$19	
	b. Ellettsville	\$17	\$17	\$17	\$17	\$17	\$17	
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21	
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	

Locality: Bloomington, Indiana		Lowrise Apartment (2-4 Units)				Date: 2/1/2024	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$32	\$37	\$40	\$42	\$44	\$46
	b1. Electric Resistance	\$27	\$32	\$40	\$48	\$55	\$63
	b2. Electric Heat Pump	\$21	\$25	\$29	\$32	\$34	\$37
	c. Propane/LPG	\$106	\$125	\$135	\$144	\$153	\$163
Cooking	a. Natural Gas	\$2	\$3	\$4	\$5	\$7	\$8
	b. Electric	\$7	\$8	\$8	\$11	\$13	\$16
	c. Propane/LPG	\$8	\$9	\$13	\$17	\$21	\$25
Other Electric/Lighting		\$31	\$36	\$50	\$60	\$70	\$81
Air Conditioning		\$6	\$7	\$10	\$13	\$16	\$18
Water Heating	a. Natural Gas	\$7	\$9	\$12	\$16	\$20	\$24
	b. Electric	\$19	\$20	\$23	\$28	\$33	\$38
	c. Propane/LPG	\$23	\$27	\$39	\$51	\$63	\$75
Monthly Connection Fee	a. Natural Gas	\$19	\$19	\$19	\$19	\$19	\$19
	b. Electric	\$11	\$11	\$11	\$11	\$11	\$11
Water	a. Bloomington	\$30	\$31	\$42	\$57	\$72	\$87
	b. Ellettsville	\$19	\$21	\$32	\$48	\$63	\$78
Sewer	a. Bloomington	\$37	\$40	\$61	\$92	\$123	\$154
	b. Ellettsville	\$35	\$37	\$47	\$63	\$79	\$95
Trash Collection	a. Bloomington	\$19	\$19	\$19	\$19	\$19	\$19
	b. Ellettsville	\$17	\$17	\$17	\$17	\$17	\$17
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25

Locality: Bloomington, Indiana		Apartment With 5 or More Units; High Rise				Date: 2/1/2024	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$19	\$23	\$26	\$29	\$32	\$35
	b1. Electric Resistance	\$19	\$22	\$29	\$36	\$43	\$49
	b2. Electric Heat Pump	\$17	\$19	\$23	\$26	\$28	\$30
	c. Propane/LPG	\$62	\$73	\$85	\$97	\$109	\$120
Cooking	a. Natural Gas	\$2	\$3	\$4	\$5	\$7	\$8
	b. Electric	\$7	\$8	\$10	\$11	\$13	\$16
	c. Propane/LPG	\$8	\$9	\$13	\$17	\$21	\$25
Other Electric/Lighting		\$25	\$30	\$41	\$52	\$60	\$69
Air Conditioning		\$5	\$6	\$8	\$11	\$13	\$14
Water Heating	a. Natural Gas	\$6	\$7	\$10	\$13	\$16	\$19
	b. Electric	\$17	\$18	\$19	\$23	\$27	\$31
	c. Propane/LPG	\$18	\$22	\$31	\$41	\$50	\$60
Monthly Connection Fee	a. Natural Gas	\$19	\$19	\$19	\$19	\$19	\$19
	b. Electric	\$11	\$11	\$11	\$11	\$11	\$11
Water	a. Bloomington	\$30	\$31	\$42	\$57	\$72	\$87
	b. Ellettsville	\$19	\$21	\$32	\$48	\$63	\$78
Sewer	a. Bloomington	\$37	\$40	\$61	\$92	\$123	\$154
	b. Ellettsville	\$35	\$37	\$47	\$63	\$79	\$95
Trash Collection	a. Bloomington	\$19	\$19	\$19	\$19	\$19	\$19
	b. Ellettsville	\$17	\$17	\$17	\$17	\$17	\$17
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25

Locality: Bloomington, Indiana		Duplex, Townhouse, Attached				Date: 2/1/2024	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$24	\$28	\$32	\$36	\$39	\$43
	b1. Electric Resistance	\$27	\$32	\$40	\$48	\$55	\$63
	b2. Electric Heat Pump	\$20	\$24	\$28	\$30	\$32	\$35
	c. Propane/LPG	\$80	\$94	\$108	\$122	\$136	\$150
Cooking	a. Natural Gas	\$2	\$3	\$4	\$5	\$7	\$8
	b. Electric	\$7	\$8	\$8	\$11	\$13	\$16
	c. Propane/LPG	\$8	\$9	\$13	\$17	\$21	\$25
Other Electric/Lighting		\$32	\$37	\$51	\$62	\$73	\$83
Air Conditioning		\$5	\$6	\$10	\$14	\$17	\$21
Water Heating	a. Natural Gas	\$7	\$9	\$12	\$16	\$20	\$24
	b. Electric	\$18	\$19	\$23	\$28	\$33	\$38
	c. Propane/LPG	\$23	\$27	\$39	\$51	\$63	\$75
Monthly Connection Fee	a. Natural Gas	\$19	\$19	\$19	\$19	\$19	\$19
	b. Electric	\$11	\$11	\$11	\$11	\$11	\$11
Water	a. Bloomington	\$30	\$31	\$42	\$57	\$72	\$87
	b. Ellettsville	\$19	\$21	\$32	\$48	\$63	\$78
Sewer	a. Bloomington	\$37	\$40	\$61	\$92	\$123	\$154
	b. Ellettsville	\$35	\$37	\$47	\$63	\$79	\$95
Trash Collection	a. Bloomington	\$19	\$19	\$19	\$19	\$19	\$19
	b. Ellettsville	\$17	\$17	\$17	\$17	\$17	\$17
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25

Locality: Bloomington, Indiana		Mobile Home				Date: 2/1/2024	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$23	\$27	\$31	\$34	\$38	\$42
	b1. Electric Resistance	\$45	\$52	\$53	\$53	\$54	\$55
	b2. Electric Heat Pump	\$20	\$24	\$27	\$30	\$32	\$35
	c. Propane/LPG	\$76	\$89	\$103	\$118	\$132	\$146
Cooking	a. Natural Gas	\$2	\$3	\$4	\$5	\$7	\$8
	b. Electric	\$7	\$7	\$8	\$11	\$13	\$16
	c. Propane/LPG	\$8	\$9	\$13	\$17	\$21	\$25
Other Electric/Lighting		\$37	\$43	\$57	\$70	\$82	\$95
Air Conditioning		\$5	\$6	\$10	\$13	\$16	\$20
Water Heating	a. Natural Gas	\$7	\$9	\$12	\$16	\$20	\$24
	b. Electric	\$17	\$18	\$23	\$28	\$33	\$37
	c. Propane/LPG	\$23	\$27	\$39	\$51	\$63	\$75
Monthly Connection Fee	a. Natural Gas	\$19	\$19	\$19	\$19	\$19	\$19
	b. Electric	\$11	\$11	\$11	\$11	\$11	\$11
Water	a. Bloomington	\$30	\$31	\$42	\$57	\$72	\$87
	b. Ellettsville	\$19	\$21	\$32	\$48	\$63	\$78
Sewer	a. Bloomington	\$37	\$40	\$61	\$92	\$123	\$154
	b. Ellettsville	\$35	\$37	\$47	\$63	\$79	\$95
Trash Collection	a. Bloomington	\$19	\$19	\$19	\$19	\$19	\$19
	b. Ellettsville	\$17	\$17	\$17	\$17	\$17	\$17
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25