



BLOOMINGTON housing authority

**Bloomington Housing Authority
Housing Choice Voucher Program
Property Owner
Participation Manual**

An electronic version of this can be found on our website:

www.bhaindiana.net

Bloomington Housing Authority
1007 N. Summit Street
Bloomington, IN 47404

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Dear Property Owner:

I would like to take this opportunity to thank you for your interest in the Housing Choice Voucher Program. I hope you will find this handbook helpful in understanding the Housing Choice Voucher Program regulations and procedures. Housing Choice Voucher Program (HCVP) is committed to improving the quality and livability of Bloomington and Monroe County neighborhoods one family at a time.

As a prospective landlord, I would encourage you to attend a Landlord Briefing session; which is conducted one-on-one at any time convenient for you. Thank you for your consideration in participating in the Housing Choice Voucher Program; we look forward to you becoming a partner with us in providing safe, decent, sanitary, and affordable housing to our program participants.

Sincerely,

A handwritten signature in blue ink that reads 'Daniel Harmon'.

Daniel Harmon

HCV Program Manager

Bloomington Housing Authority



OUR VISION

After 50 years, BHA remains committed to the services we have always provided — housing opportunities and support for our neighbors in need. We believe:

- Everyone deserves safe, affordable housing free from discrimination;
- Supportive services are critical to resident success and opportunity;
- Such housing and services:
 - Prevent homelessness,
 - Lay a foundation for economic self-sustainability, and
 - Provide an appropriate long-term solution for key populations; and
- The future of affordable housing is integral to the future of the community overall.

We do housing but believe that creating “home” – more than housing – is fundamental to individual, family, and community well-being.

Now, we are more committed than ever to serving the citizens of Monroe County by advancing housing access, improving community outcomes and leading with excellence.

OUR MISSION

***We strengthen opportunity—
Beginning but not ending with housing.***

HCVF Phone Extensions

(T) 812.339.3491

(F) 812.339.7177

Name	Position Description	Client Alpha	Email Address	EXT
Program Administration				
Angie Wiles	Occupancy Specialist (HCV + VASH)	A-Da	awiles@blha.net	114
Meghan Miller	Occupancy Specialist	De-J	mmiller@blha.net	132
Michelle Helmick	Occupancy Specialist	K-Ri	mhelmick@blha.net	127
Jenna Donlan	Occupancy Specialist (HCV + VASH)	Ro-Z	jdolan@blha.net	130
Shawntella Fries	Intake Specialist		sfries@blha.net	133
Elizabeth Hacker	FSS, SRO, Homeownership Coordinator	A-L	ehacker@blha.net	120
Brittney Willis	FSS Coordinator	M-Z	bwillis@blha.net	128
George Snyder	HQS Inspector		gsnyder@blha.net	119
Michelle Hampton	Front Office Coordinator		mhampton@blha.net	110
Rukus Harris	Front Office Coordinator		rharris@blha.net	131
Daniel Harmon	Program Manager		dharmon@blha.net	113
Finance and Accounting				
Dhara Patel	Finance Manager		dpatel@blha.net	129
Lisa Hasler	Financial Assistant		lhasler@blha.net	125

Housing Choice Voucher Program (HCVP) Introduction

The Bloomington Housing Authority (BHA) administers the federally funded Housing Choice Voucher Program (HCVP) under United States Department of Housing and Urban Development (HUD). The program is designed to provide affordable, safe, and decent rental assistance for very low and extremely-low income families. As vouchers become available, eligible families are pulled from the waiting list. Vouchers can be used anywhere in the United States (including Guam and Puerto Rico). Applicants can apply for rental assistance only when the waiting list is open. Applications can be submitted on our website at www.bhaindiana.net.

The Housing Choice Voucher Program enables families to locate housing in the private rental market. Landlords who are willing to participate in the program and are approved can accept vouchers. Rents must be reasonable and the unit affordable for the tenant. The HCV Program covers the difference between what the family can afford and the contract rent. Families pay no more than 40% of their income towards their rent.

Advantages to Participating for Property Owners

Here are a few advantages to becoming a provider in the Housing Choice Voucher Program (HCVP):

- **Guaranteed Rent** – Each month BHA will pay directly to the owner via direct deposit the difference between the family's share of rent and the contract 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 free of charge at www.indianahousingnow.org
- **Easy Registration Process** – By participating in the program, you are free to choose which of your units are available for program participation. Contact 812.339.3491 or bha@bhaindiana.net for questions or to begin registration process.

Tenant Screening and Selection

BHA's selection of a family participating in the HCV Program is in no way an endorsement of tenancy or tenant suitability for the family. [Tenant screening and selection is the responsibility of the owner.](#) Owners are encouraged to screen voucher holders for their suitability as tenants. BHA will offer owners the following information regarding tenants:

- A) The family's current and prior address (as shown in BHA's records); and
- B) The name and address of the family's current and prior landlord

Owners can screen prospective and current tenants for criminal activity through the court system and/or through the Monroe County Sherriff, Bloomington Police, or State Police Sex Offender Registry. We strongly encourage owners to screen families on the basis of their suitability for tenancy.

Owners or tenants can obtain criminal records through the following avenues:

- Bloomington Police Department
<https://bloomington.in.gov/police>
220 E 3rd St, Bloomington, IN 47408
(T) 812.339.4477
- Monroe County Sheriff's Department
<https://www.co.monroe.in.us>
301 N College Ave, Bloomington, IN 47404
(T) 812.349.2534
- Online Odyssey Case Search
mycase.in.gov
- Indiana State Police – Limited Criminal Search History
A limited Criminal History contains only felonies and class A misdemeanor arrests within the state of Indiana. Completeness of this information is based upon county participation. As an alternative to performing a search online, a Limited Criminal History can also be obtained by mailing a request form to the Indiana State Police. You can obtain the request form from their website at <http://www.in.gov/ai/appfiles/isp-lch>
- Private Sources
There are many private sources available that can conduct background checks for you. Bloomington Housing Authority does not endorse any particular organization or company.

How to Lease to HCV Families

After you have screened the tenant and decide to rent a unit to the tenant (and the tenant has decided to rent your unit), please follow these steps:

STEP 1: RTA. The prospective tenant will give a Request for Tenancy Approval (RTA) packet to the owner, which must be filled out completely. If the owner is a first-time participant in the Housing Choice Voucher Program, please contact 812.339.3491 ext.113 to receive registration paperwork and schedule a landlord briefing session. After the RTA packet, and new landlord registration paperwork if applicable, are submitted to BHA, rent reasonableness and affordability analysis will be completed. Once the rent is approved, a BHA representative will contact the owner to coordinate a date to inspect the unit. If the rent is determined to be more than HUD allows or than the tenant can afford, you will be notified and be given the opportunity to either accept or reject the amount determined affordable and/or reasonable. If you reject the approved rent amount, BHA will not be able to assist that family in your unit and the process would not continue. (See Appendix A for a sample RTA)

STEP 2: Inspection. The dwelling unit must be inspected and must meet Housing Quality Standards (HQS) guidelines. Inspectors are mainly looking for basic health and safety hazards, as well as additional local and HUD requirements. (See Appendix C for HQS requirements)

STEP 3: Lease and HAP Contract. Once the rent amount has been approved and the unit passes inspection, the landlord and the tenant can enter into a lease (provided by the owner). The lease must include the Lease Addendum, Part C of the HAP Contract. Once the lease is accepted by the housing authority, the Housing Assistance Payments (HAP) Contract will be prepared for execution by both BHA and the landlord. The HAP Contract must be signed within 60 days of the inspection pass date.

STEP 4: Payments. Once BHA has received the signed HAP Contract and lease agreement from the owner, payments will be made via direct deposit to the landlord on or before the 5th of each month.

Program Components and Procedures

FAIR MARKET RENT (FMR) and PAYMENT STANDARDS

The Fair Market Rents (FMR) are established by the U.S. Department of Housing and Urban Development (HUD) each year based on a market survey throughout the United States. The FMR figures include rent and tenant-paid utilities. Housing Authorities must then establish a Payment Standard (cap on subsidy) for each bedroom size. Tenants are given a copy of the Payment Standards each time they are approved to move.

RENT INCREASES

Owners are eligible for a rent increase each year at the lease renewal date. In order for the request to be granted, the owner must submit the BHA Rent Increase Request Form to BHA at least 90 days prior to the annual renewal date. The increased rental rate must also be determined to be Rent Reasonable by BHA in order to be approved. The Rent Increase Request Form may be accessed online at <http://bhaindiana.net/doing-business-with-bha/#landlord-resources>.

UTILITY ALLOWANCE

If the family is responsible for paying utilities in the unit, a *Utility Allowance Chart* will be provided to the family in order to calculate the subsidy allowance. The utility allowance is based on the unit type, the unit or voucher size, whichever is smaller, and the utilities the tenant is responsible to pay.

CHANGE IN OWNERSHIP

In order to prevent payment delays, the landlord must immediately notify BHA when there has been a change of ownership. The new owner must supply proof of ownership (copy of deed, closing paperwork) along with a completed Direct Deposit form and IRS W-9 form. The new owner will also be required to sign the Addendum to Housing Assistance Payments Contract form, in which the new owner assumes the obligations of the current HAP Contract for the assisted tenancy.

Direct Deposit Form: <http://www.bhaindiana.net/hcv-section-8/#policies-forms>

Form IRS W-9: <http://www.bhaindiana.net/hcv-section-8/#policies-forms>

Addendum to HAP Contract (Change of Ownership Only) - <http://www.bhaindiana.net/hcv-section-8/#policies-forms>

Owner Obligations

- Perform all management and rental functions, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit. Key considerations of a family's tenancy suitability include:
 - Paying rent and utility bills
 - Care of the rental property (many landlords make appointments to stop by the unit where the tenant currently lives to see how well they maintain their home)
 - Respecting the rights of others to peaceful enjoyment of their residences
 - Engaging in drug-related or other criminal activity
 - Compliance with other essential conditions of tenancy
- Enforce tenant obligations under the dwelling lease
- Maintain the unit in accordance with Housing Quality Standards (HQS)
- Pay for any utilities and services that are not the responsibility of the family as specified by the lease agreement and Housing Assistance Payments (HAP) Contract
- Comply with all obligations under the Housing Assistance Payments (HAP) Contract
- Comply with fair housing and equal opportunity requirements
- Prepare and provide to BHA information required under the HAP Contract
- Provide the BHA with a copy of your tenant's lease annually. The lease must run concurrently with the dates on the HAP contract.
- Notify BHA of any lease violation notices
- Notify BHA if eviction is filed within 10 days of filing

Note: If an owner fails to correct HQS deficiencies by the time specified by the BHA, HUD requires the BHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

Family Obligations

- Comply with the lease agreement and HCV Program requirements
- Pay their portion of rent to the landlord on time
- Maintain the unit in good condition
 - Tenants are responsible for any damages (other than normal wear and tear) caused by acts of neglect by the tenant and/or their guests
- Notify BHA of any changes in family income or family composition
 - All family members must receive landlord approval to be added to the lease agreement prior to being added to the family's voucher
- Agree to allow the BHA to inspect their leased unit after reasonable notice (24 hours).
- To notify the landlord and BHA in accordance with the lease agreement their intention to vacate the assisted unit; tenants are not allowed to move within the first year of their lease.
- Use the leased unit as their sole residence and not assign, transfer or sublease the unit.
- Not allow unauthorized individuals to occupy the assisted unit without permission from both the BHA and the landlord.
 - Guests may not stay more than 14 overnights per calendar year.
- If the tenant is responsible for any utilities, they must be on and in the tenant's name.

Bloomington Housing Authority (BHA) Obligations

- Administer the program in accordance with HUD regulation and local policy
- Determine family eligibility for HCV Program participation
- Make timely Housing Assistance Payments (HAP) to the landlord
- Reexamine the family's income and composition at least annually
- Inspect each dwelling unit at least biennially to ensure that it meets the Housing Quality Standards (HQS)

Termination of HCV Assistance

Should the situation occur that your tenant is in violation of the lease agreement, you should always enforce your lease first. When enforcing your lease, be sure to document any warnings or violations that you give in writing and provide the BHA a copy of the warning or violation.

Should the violation or warning break one of the tenant's rules or obligations at the BHA, the BHA may file termination on the tenant's assistance. What this means to you as a landlord is that the tenant may lose their voucher rental assistance, but they would still be obligated to fulfill the remaining term of the lease agreement and pay the full balance themselves.

If the BHA files termination on your tenant you will receive a letter in the mail stating that the family's assistance is under termination and why the tenant is being terminated. Once the tenant has received this notice, they have the right to request an appeal of the BHA's decision. The family must submit a written appeal of the termination to BHA within 14 days from the date of the notice of termination. Should an appeal be requested, an Assistance Meeting will be conducted between the family and BHA. During the Assistance Meeting the family and the BHA work together to try and resolve the issue. You will be notified of the date and time of the Assistance Meeting, your presence is permitted, but not required and the BHA will notify you in writing of the outcome.

Should the issue not be resolved, the BHA will continue with termination and the client can again appeal BHA's decision to terminate assistance. If the client files an appeal, an Informal Hearing will be conducted with a 3rd-party Hearing Officer or Administrative Law Judge. You will be notified of the time and date of this hearing as well; your attendance again is permitted but not required. You will receive a letter notifying you of the final determination of the Hearing Officer.

APPROVING A LEASE FROM AN OWNER

BHA will disapprove a lease for the following reasons:

- It does not contain the names and signatures of the owner and tenants
- The unit rented information is not identical to the unit information provided on RTA
- The lease term is less than twelve months (unless prior authorization received from BHA)
- The amount of monthly rent does not match the amount submitted on the RTA
- The lease does not specify which utilities and appliances are to be provided by the owner and which are to be supplied by the family – these must also match RTA information
- The HUD-required Tenancy Addendum (Part C of the HAP Contract) is not attached to lease
- Owner may not rent to a parent, child, grandparent, grandchild, sister, or brother of any household member who participates the HCV Program. At BHA's discretion, this restriction may be waived as a reasonable accommodation for a person with disabilities.

OWNER DISAPPROVAL

BHA may disapprove an owner's participation in the program for the following reasons:

- Violations of the Fair Housing Act and Federal Equal Opportunity requirements.
- Committing fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- Engaging in drug-trafficking or any violent criminal activity.
- Having a history or practice of non-compliance with Housing Quality Standards (HQS).
- Having a history or practice of failing to terminate tenancy of tenants of units assisted under HCVP for activity engaged in by the tenant, any member of the household, a guest, or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, employees of BHA, or of owner employees or other persons engaged in management of the housing; (iii) 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; or (iv) Is engaging in drug-related criminal activity or violent criminal activity.
- Non-compliance of HUD-insured loans or mortgages

HCVP Payment Standards 2023

Efficiency	\$898 ⁰⁰
One Bedroom	\$1,052 ⁰⁰
Two Bedroom	\$1,236 ⁰⁰
Three Bedroom	\$1,730 ⁰⁰
Four Bedroom	\$2,050 ⁰⁰
Five Bedroom	\$2,144 ⁰⁰

Please note: Payment Standard amounts reflect rent plus utilities for units and are 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 October 1, 2022

Request for Tenancy Approval (RTA) FAQs

Q: How long will it take BHA to conduct a rent reasonableness survey for the unit?

A: A Rent Reasonableness survey is normally conducted within 14 days.

Q: On the RTA; how do I fill out Section 11 Utilities and Appliances?

A: This section **MUST** be completed with a T (for tenant) and O (for owner) letting us know who will be responsible for each utility. **ALL** spaces must be complete with either a “T” or “O”. If the tenant pays electric the space for “other electric” will be marked with a “T”.

Q: On the RTA; how do I handle air conditioning, refrigerator, and range/microwave?

A: Air conditioning must be central air system or other permanently installed unit; otherwise, write in N/A. For the refrigerator and range/microwave, we need to know who is supplying the item.

Q: Do I have to know the year of construction and square footage?

A: Yes, HUD requires that the owner provide the year of construction, square footage, and all other requested information for the unit. BHA is required to reject RTA's that do not provide all the required information. Unit information, including construction date, square footage, proof of ownership can be accessed online at <http://elevatemaps.io/>

City of Bloomington Rental Occupancy Permit Program

The City of Bloomington established a residential rental property registration and inspection program in the early 1970's. The program is administered by the City of Bloomington Housing and Neighborhood Development Department (HAND).

The Rental Occupancy Permit states the maximum occupant load for the individual rental unit(s). The entire city is governed by a zoning ordinance that dictates the type of land use (single vs. multi-family, commercial vs. residential) that are allowed. Typically in residential single-family zones, the maximum allowable occupancy is 1) a single family, or 2) three unrelated adults. Some properties are grandfathered for more occupants. To verify the legal occupant load for your property contact HAND.

All rental property (with the exception of Indiana University) located within the City of Bloomington corporate limits must be registered with and inspected by the Department of Housing and Neighborhood Development. Maintaining an unregistered rental carries a penalty fine of up to One Hundred Dollars (\$100) per day.

If you own rental property and need to obtain a Rental Occupancy Certificate, you should:

[Register your Property](#)

Visit the HAND Department to fill out the Property Registration Form, or call HAND to make arrangements to fill it out.

☐ Business hours are between 8:00 a.m. and 5:00 p.m. Monday through Friday, and the HAND office is located at 401 N. Morton St, in the Showers Plaza, Room 130.

☐ Phone inquiries should be made to 812.349.3420.

Appendix A: Sample Request for Tenancy Approval (RTA) Packet

Request for Tenancy Approval Housing Choice Voucher Program

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



Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA) Bloomington Housing Authority			2. Address of Unit (street address, apartment number, city, State & zip code) 123 Example Street Bloomington, IN 47404			
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3. Requested Beginning Date of Lease 11/01/2018	4. Number of Bedrooms 1	5. Year Constructed 1977	6. Proposed Rent \$650.00	7. Security Deposit Amt. \$650.00	8. Date Unit Available for Inspection 10/15/2018
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9. Type of House/Apartment
 Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy
 Section 202
 Section 221(d)(3)(BMR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development
 Home
 Tax Credit
 Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances
 The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	VECTREN	T
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	DUKE	T
Water Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	VECTREN	T
Other Electric		DUKE	T
Water		CBU	O
Sewer		CBU	O
Trash Collection		CBU	O
Air Conditioning		O	T
Refrigerator		O	O
Range/Microwave		O	O
Other (specify)			

12. Owner's Certifications.

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

	Address and unit number	Date Rented	Rental Amount
1.	125 Example Street Bloomington, IN 47404	10/15/2018	\$650.00
2.	127 Example Street Bloomington, IN 47404	10/01/2018	\$650.00
3.	129 Example Street Bloomington, IN 4704	09/15/2018	\$675.00

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

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

DRAFT

Print or Type Name of Owner/Owner Representative Joe Manager		Print or Type Name of Household Head Head of Household	
Signature		Signature (Household Head)	
Business Address 123 Company Street, Bloomington, IN 47404		Present Address of Family (street address, apartment no., city, State, & zip code) 123 Home Street, Bloomington, IN 47404	
Telephone Number 812.555.5555	Date (mm/dd/yyyy) 10/15/2018	Telephone Number 812.555.5556	Date (mm/dd/yyyy) 10/15/2018

Property Amenities Form



Address of dwelling unit: 123 Example St. Bloomington, IN 47404

Date Constructed: 1977 Square footage of unit: 700 Number of bathrooms 1

Prospective Tenant's Name: Mrs. Tenant Accessible unit: Yes No

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

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

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

Unit is within 5 miles of public transportation and/or medical facilities: Yes No If yes how many miles? 1

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

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

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

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

Owner/Landlord Name: Joe Manager

Preparer's Name and Title (if different from above): Joe Manager's agent

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

Signature: Joe Manager's agent Date: 10/15/2018

DRAFT

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Joe Owner	10/15/2018	_____	_____
Lessor	Date	Lessor	Date
Head of Household	10/15/2018	_____	_____
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

Appendix B: Housing Quality Standards (HQS) Self-Inspection Checklist

Major Areas of Unit		Questions to Ask	Yes or No	Repairs needed
Mechanical Items	Electricity	1. Do all fixtures and outlets work (at least 2 outlets/room or one outlet and one light fixture/room)?		
		2. Is there lighting in the common hallways and porches?		
		3. Are all outlets, light switches and fuse boxes properly covered with no cracks or breaks in the cover plates/doors?		
		4. Are light/electrical fixtures securely fastened without any hanging or exposed wires?		
		5. Have you arranged for all utilities to be on the day of the inspection?		
	HVAC	6. Is there adequate heat in all living spaces?		
Plumbing	Bathroom	7. Is the toilet securely fastened with no leaks? Does it leak?		
		8. Sink - is there hot and cold running water? No stoppage or leaks?		
		9. Bathtub/Shower - Is there hot and cold running water? No stoppage or leaks?		
		10. Is the bathroom vented with either an exterior window or exhaust fan?		
		11. Is bathroom free of any sewer odor or drainage problems?		
	Kitchen	12. Sink - Is there hot and cold running water? No stoppage or leaks?		
		13. Stove - Do all burners work? If gas is there a hand-operated shut off valve?		
	Other	14. Is there hot water?		
		15. Does the water heater have a proper extension pipe from the TPR valve?		
		16. If radiators are present are they functioning and not leaking?		
Health and Safety	Wall Condition	17. Are walls free of air and moisture leaks? Are there any large holes or cracks?		
	Ceiling Condition	18. Are ceilings free of air and moisture leaks? Are there any large holes or cracks?		

	Floor Condition	19. Are floors free of weak spots or missing floor boards?		
		20. Are floors free of tripping hazards from loose flooring or covering?		
	Cabinetry/ Interior Doors	21. Are cabinets securely fastened to the wall?		
		22. Is there space for food preparation and storage?		
		23. Are all doors securely hung?		
	Security	24. Is there free and clear access to all exits?		
		25. Are there functioning locks on all exterior doors? If they have a deadbolt does it open with a key from the outside?		
		26. Are exterior doors free from structural damage?		
		27. Do all windows have locks?		
	Health and Safety	28. Is there a working smoke alarm on each level of the unit?		
29. Are smoke alarms installed on either the ceiling or no more than 7 inches from the ceiling?				
30. Is the unit free of any evidence of infestation?				
31. Is the unit free of excessive mildew or mold?				
Interior of Unit	Appliances	32. Do all burners on the stovetop work, does the oven work and are all knobs present?		
		33. Is the refrigerator/freezer working properly?		
		34. Is the refrigerator/freezer large enough for the family occupying the unit?		
Exterior of Unit	Windows	35. Is there at least one exterior window in each bedroom and in the living room?		
		36. Do windows open, close, stay up and lock properly?		
		37. Is the unit free of any cracked, broken or leaky windows?		
Exterior of Unit	Other	38. Is the roof free of leaks?		
		39. Are gutters firmly attached?		
		40. Are exterior surfaces in a condition to prevent moisture, leakage and rodent infestation?		
		41. Is chimney secure? Is flue tightly sealed with no gaps?		
		42. Is foundation sound?		

		43. Are openings around doors and windows weather-tight?		
		44. Are sidewalks free of tripping hazards?		
Common Areas	Stairways: Interior and Exterior	45. Are all handrails properly secured?		
		46. Is a handrail present when there are 4 or more consecutive steps?		
		47. Are stairs free of any loose, broken or missing steps?		
		48. Are Stairways free of any tripping hazards?		
		49. Are there secure railings on porches, balconies and landings 30" high or higher?		
		50. Are there proper exit signs?		
General		51. Is the interior and the exterior free of debris?		
		52. Units built before 1978. Interior and exterior of units with children under the age of six must be free of chipping, peeling, flaking chalking or cracking painted surfaces. This includes windows, window wells, door frames, walls, ceilings, porches, garages, fences or play equipment.		
		53. Is unit clean and ready for move-in?		
		54. Is the elevator certification current?		

Note: The criteria listed above is provided as a generalized checklist to determine if a unit is rent ready for Housing Choice Voucher Program participants. This checklist is to be used as a guide only as other items not listed may cause the unit to fail an HQS inspection. In addition, all city, county and state codes must be followed. For multi-unit properties and cooperatives, common areas are the responsibility of the Owner.



Direct Deposit Form for HCV Landlords

All Housing Assistance Payments will be made through direct deposit. To prevent payment delays, please provide the following information:

Name of Landlord: _____

Name of Property Manager (if applicable): _____

Form 1099-Misc. for tax reporting (circle one): Landlord or Property Manager

Name of Bank: _____

Routing Number: _____

Type of Account (circle one): Checking or Savings

Account Number: _____ Phone Number: _____

E-Mail Address: _____ Fax Number: _____

If switching payment information, please list the name(s) of the tenant(s) you would like to change below:

All information provided on this form is kept confidential.

Please return completed form to: Bloomington Housing Authority
1007 N. Summit Street
Bloomington, IN 47404

Or Fax to: 812.339.7177

Or Email: धारmon@blha.net

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
						-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
						-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT ADDENDUM

Landlord Transfer of Ownership

I, _____, as new owner for the property

at _____, attest that I have

read the HAP Contract and agree to comply with and assume all terms of the HAP

Contract for the assisted tenancy with _____.
(Tenant name)

By signing below, I also affirm that I am not the parent, child, grandparent,
grandchild, sister, or brother of any member of the assisted family.

Owner Signature

Date





Rent Increase Request Form

Submit the completed form via email to mhampton@blha.net or fax to 812.339.7177.

Tenant Name: _____

Tenant Address: _____

Current Rent Amount: \$ _____ Requested Rent Amount: \$ _____

Owner/Landlord Name: _____

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

Company Address: _____

Phone: _____ Email Address: _____

Proposed Rent Increase Effective Date: _____

Reason for Request: _____

Does the information below indicate a change in the utility responsibilities? YES NO

The owner shall provide or pay for the utilities indicated below by an "O". The tenant shall provide or pay for the utilities indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities provided by the owner.

Item	Fuel Type			Paid By
Heating	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	
Cooking	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	
Water Heating	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	
Electric				
Water/Sewer				
Trash				

Continued on next page



Rent Increase Request Form

Address of dwelling unit: _____

Date Constructed: _____ Square footage of unit: _____ Number of bathrooms _____

Accessible unit: Yes No

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

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

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

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

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

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

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

By signing below, I acknowledge that any rent increase or utility change request must be submitted to BHA **at least 60 days prior to the rent increase effective date** and will be made effective on the later of: the first of the month following a 60-day notice, or the proposed rent increase effective date. Further, I certify that the information provided on this form is complete and accurate to the best of my knowledge and that the rent requested is not greater than the rent for any other unassisted unit in the building. I understand that the request may result in an increase in the tenant's portion of the rent and that the tenant may exercise their right to move. By submitting this rent increase request, I understand that BHA must thoroughly evaluate my request including comparing the requested rent to rents charged for comparable, market-rate units in the vicinity of the subject unit. This could result in one of three outcomes: (1) a denial of the request to change the rent amount (2) a decrease in the current rent amount or (3) an approval of my request to increase the rent amount. I also understand that the rent for this unit may be reduced or redetermined at any time if the BHA finds that the rent charged by the Owner exceeds rents charged for other comparable unassisted units.

Owner signature: _____ Date: _____



www.assistancecheck.com

MRI Assistance Connect is an online landlord resource tool used to track BHA Housing Assistance Payments (HAP). Navigate to assistancecheck.com and click “Create Owner Account” to get started.

Create Owner Account

Payment Summary

Agency Name	Payee Name	Payment Number	Payment Date	Payment Method	Payment Total
Sample Housing Authority	Landlord Name	50706	2/1/2011	Direct Deposit	\$264.00

Payment Details			
Tenant	Location	Description	Amount
Doe, Jane	761 Main St. Sample ST 12345	Auto HAP For 2/2011	\$264.00

FIND DIRECT DEPOSIT TOTALS

GET TENANT RENT BREAKDOWNS

FIND PAST PAYMENT RECORDS

UTILIZE PRINTABLE PAYMENT REPORTS

FIND INSPECTION INFORMATION

UPDATE CONTACT INFORMATION

Appendix F: Tenancy Addendum (HAP Contract Part C)

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. 09/30/2017

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

Previous editions are obsolete

form HUD-52641-A (09/2014)
ref Handbook 7420.8

redecorated) 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 additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

c. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) 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, or stalking.

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

g. Owner notice of grounds

- (1) 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.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) 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.

9. Lease: Relation to HAP Contract

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

10. 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.

11. Family Move Out

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

12. 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.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. 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.

15. 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.

16. Notices

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

17. 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.

Appendix G: Notice of Rights and Responsibilities under the Violence Against Women's Act (VAWA)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through **Bloomington Housing Authority's** HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):

- 1) 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
- 2) The distribution or possession of property among members of a household in a case.

b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards: An actual and imminent threat consists of 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. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner 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 or develop 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. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
 - 2) Signed by the applicant or tenant; and
 - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases. To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting 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. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

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.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or

c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

Bloomington Housing Authority has extensive relationships with local service providers. BHA staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in BHA's Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

Definitions

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.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the

victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Resource Information:

INDIANA LEGAL SERVICES
214 S. COLLEGE AVE.
BLOOMINGTON, IN 47404
812.339.7668

MIDDLE WAY HOUSE
318 S. WASHINGTON ST.
BLOOMINGTON, IN 47401
812.336.0846

WHEELER MISSION CENTER
400 S. OPPORTUNITY LN.
BLOOMINGTON, IN 47404
812.334.4047