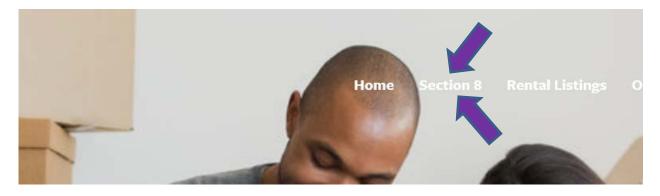
## Instructions to access the distance orientation

Step 1. Go to www.hayc.org



Step 2. Click on "Section 8"



Step 3. "Scroll" down to "Download the Orientation Documents" section



<u>Step 4.</u> Depending on voucher, click on *"Housing Choice Voucher Orientation"* or *"GRTHA Voucher Orientation."* (See step 3).

NOTE: You will know if you need to click on the "GRTHA Voucher Orientation" presentation. Most applicants will click on *"Housing Choice Voucher Orientation."* 

# Grand Ronde Tribal Housing Authority (GRTHA) Family Obligations

The Family Obligations state the rules and responsibilities that each household member must follow while receiving Grand Ronde Tribal Housing Assistance (GRTHA) voucher assistance. All household members must comply with these rules. A violation of any of the Family Obligations may result in termination of GRTHA voucher assistance.

### A. THE FAMILY <u>MUST</u>:

- 1. Supply any information that the HAYC determines to be necessary for the program including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition within the time limit set by the HAYC.
- 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information within the time limit set by the HAYC.
- 3. Supply any information requested by the HAYC to verify that the family is living in the unit or information related to family absence from the unit within the time limit set by the HAYC.
- 4. Promptly notify the HAYC in writing when the family is going to be away from the unit for more than 14 days.
- 5. Allow the HAYC to inspect the unit at reasonable times and after reasonable notice.
- 6. Notify the HAYC and the owner in writing before moving out of the unit or terminating the lease.
- 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
- 8. Notify the HAYC in writing of the birth, adoption, or court-awarded custody of a child within 10 business days.
- 9. Request written approval from the HAYC prior to adding any other family member as an occupant of the unit.
- 10. Notify the HAYC in writing if any family member no longer lives in the unit within 10 business days of the change occurring.
- 11. Give the HAYC a copy of any owner eviction notice.
- 12. Maintain all utilities and appliances that the family is responsible for under the lease agreement.
- 13. If the family receives a utility allowance, all of that money must be used towards utilities outlined on the lease.
- 14. Report in writing any change in family size or income within 10 business days of the change occurring.

### B. ANY INFORMATION THE FAMILY SUPPLIES MUST BE TRUE AND COMPLETE.

### C. THE FAMILY (INCLUDING EACH FAMILY MEMBER) MUST:

- 1. **NOT** Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- 2. **NOT** Commit any serious or repeated violation of the lease.
- 3. **NOT** Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- 4. **NOT** Engage in drug-related criminal activity, or violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- 5. **NOT** Sublease or let the unit or assign the lease or transfer the unit.
- 6. **NOT** Receive GRTHA voucher housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- 7. **NOT** Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

### CONTINUED ON NEXT PAGE

- 8. **NOT** Receive GRTHA Voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HAYC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.
- 9. **NOT** Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
- 10. **NOT** Allow non-household members to use the unit address for any purpose, including a mailing address.
- 11. **NOT** Allow non-household members to be in the unit more than 14 consecutive days or a total of 30 days in a twelve-month period.
- 12. NOT Engage in any threatening, abusive or violent behavior toward any HAYC personnel.
- 13. **NOT** Be a fugitive felon.

### MANDATORY TERMINATION

# D. HAYC MUST START THE TERMINATION PROCESS FOR THE FOLLOWING CIRCUMSTANCES.

- 1. The family is court evicted from an assisted unit
- 2. The family fails to sign and submit any consent forms they are required to sign for reexamination.
- 3. The family fails to submit any documentation required concerning any family member's citizenship or immigration status
- 4. The family fails to provide required Social Security documentation
  - If students fail to meet on-going eligibility requirements. <u>The items listed below require mandatory terminations and lifetime denial of assistance.</u>
- 6. If any member of the family has been convicted of manufacturing or producing methamphetamine.
- 7. If any member of the family is required to register as a lifetime sex offender.

**Warning!!** TITLE 18, SECTION 1001, OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO A DEPARTMENT OR AGENCY OF THE UNITED STATES.

5.



**INFORMAL HEARING PROCEDURES AND POLICIES** 

\*\*This is a 2-paged document. Please read both pages.\*\*

### **Discovery**

When a hearing is scheduled you will also receive a Hearing Packet, which includes information and documents that will be used at the hearing. If HAYC later discovers additional information they intend to use at your hearing, these items will be provided to you promptly. *Note: If HAYC has electronic media such as video tapes, digital pictures and DVD's, along with records obtained through Oregon eCourt Case Information Network these records are not included but can be reviewed prior to the hearing. If HAYC intends to use any of these items you will find a notice in your hearing packet indicating so.* 

HAYC has the right of discovery. <u>You must provide copies of ALL documents (including review</u> of any electronic media) you intend to use at your hearing to HAYC by no later than two business days prior to the scheduled hearing date. If you fail to do so, you will not be able to use these documents or information at the hearing.

### The Hearing

You have the right to a hearing conducted by an impartial hearings officer, chosen by the Housing Authority of Yamhill County (HAYC) according to applicable HAYC policy.

You have the right to be represented by an attorney at your own expense, or any other person of your choice.

You have the right at the time of the hearing to bring and question witnesses on your behalf, to present any evidence (see "Discovery" above) or testimony, and to offer explanations or arguments.

You have the right to challenge any evidence presented by HAYC at the hearing, or the testimony of its witnesses, including the right to question them. *Note: In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.* 

You have the right to provide your own interpreter or be provided with one by the Housing Authority of Yamhill County upon request before the hearing. *Note: If you require HAYC provide an interpreter please advise us no less than two business days prior to your hearing.* 

HAYC has the right to have witnesses attend the hearing. These witnesses may be called to provide testimony for HAYC relevant to the issue at hand. Witnesses will only be pertinent to the situation and may include, but are not limited to, the client's current or most recent landlord.

You have the right to withdraw your hearing request in writing at any time.

You may ONLY re-schedule your hearing or any reconvened sessions for good cause (an unavoidable conflict which seriously affects the health, safety or welfare of you or members of your household), or if it is needed as a reasonable accommodation for a person with disabilities. If you need to reschedule under these guidelines, you must call your Housing Specialist no later than two business days before your hearing.

If you do not appear at the scheduled time but were unable to reschedule the hearing in advance, you must contact HAYC within 24 hours of the scheduled hearing date, excluding weekends and holidays. HAYC will only reschedule the hearing if the family can show good cause for the failure to appear and reschedule ahead of time, or if it is needed as a reasonable accommodation for a person with disabilities.

There is a 15 minute grace period for hearings. If you arrive 15 minutes past the start time of your hearing you will be considered a no-show.

Failure to attend or reschedule the informal hearing under any of these guidelines will waive your rights to any further review in this matter.

### **The Hearings Officer**

The Hearings Officer will manage and regulate the order of business and conduct in the hearing to maintain a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the Hearings Officer. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the Hearings Officer.

The Hearings Officer may overrule any objections to evidence and refuse admission of any evidence if either HAYC or the client fail to comply with "discovery" requirements explained above.

The Hearings Officer has the authority to uphold the decision to terminate, overturn it or send the case back for more information. The Hearings Officer may hold the hearing open in order to receive additional evidence, or reconvene the hearing at a later date.

### After the Hearing Ends

You have the right to receive a written decision by the hearing officer mailed to you no later than ten (10) business days after the hearing is concluded. The decision will be based solely on the evidence introduced at the hearing and during the time the hearing was held open. Such decision shall comply with governing law, regulations and policies, summarize the evidence, identify the issues concerned, and specify the action which the Housing Authority of Yamhill County shall take as a result of the decision.

### Housing Authority of Yamhill County<sup>1</sup>

### Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>

### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the **Housing Choice Voucher Program (Section 8)** 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 <u>the Housing Choice Voucher Program (Section</u> <u>8)</u> 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**

<sup>&</sup>lt;sup>1</sup> The notice uses the Housing Authority of Yamhill County for housing provider but the housing provider should insert its name where the Housing Authority of Yamhill County is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>&</sup>lt;sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>&</sup>lt;sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If you are receiving assistance under the **Housing Choice Voucher Program** (Section 8) 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 the **Housing Choice Voucher Program (Section 8)** 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

the Housing Authority of Yamhill County 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 the Housing Authority of Yamhill County chooses to remove the abuser or perpetrator, the Housing Authority of Yamhill County 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, the Housing Authority of Yamhill County must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the Housing Authority of Yamhill County must follow Federal, State, and local eviction procedures. In order to divide a lease, the Housing Authority of Yamhill County 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, the Housing Authority of Yamhill County 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, the Housing Authority of Yamhill County 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-calendarday period before you expressly request the transfer.

the Housing Authority of Yamhill County 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.

the Housing Authority of Yamhill County's emergency transfer plan provides further information on emergency transfers, and the Housing Authority of Yamhill County 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

the Housing Authority of Yamhill County 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 Form HUD-5 violence, sexual assault, or stalking. Such request from the Housing Authority of Yamhill County must be in writing, and the Housing Authority of Yamhill County 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. the Housing Authority of Yamhill County 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 the Housing Authority of Yamhill County as documentation. It is your choice which of the following to submit if the Housing Authority of Yamhill County 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 the Housing Authority of Yamhill County 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 the Housing Authority of Yamhill County has agreed to accept.

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

If the Housing Authority of Yamhill County 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), the Housing Authority of Yamhill County 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, the Housing Authority of Yamhill County with the protections contained in this notice.

### Confidentiality

the Housing Authority of Yamhill County 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.

### 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 writt	en request is received by victim:
2. Name of victin	n:
3. Your name (if	different from victim's):
4. Name(s) of oth	ner family member(s) listed on the lease:
	rictim:
	ccused perpetrator (if known and can be safely disclosed):
	of the accused perpetrator to the victim:
	mes(s) of incident(s) (if known):
10. Location of i	ncident(s):
•	s, 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

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.



### GRTHA Subsidy Standards

The subsidy standards for Voucher issuance are set up to determine the Voucher size to be issued. The Housing Authority of Yamhill County (HAYC) does not determine who shares a bedroom/sleeping room.

Guidelines for maximum Voucher size include:

- Persons of different generations, persons of the opposite sex (other than spouses or persons living in a spousal relationship) should have separate bedrooms;
- Children of the same sex should share a bedroom;
- Children of opposite sex share a bedroom until one of the children reaches age five (5).
- Unborn children or children of persons in the process of obtaining custody of children under the age of eighteen (18).
- Persons with verifiable medical needs or other extenuating circumstances could be provided a larger unit;
- Foster children will be included in determining unit size;
- Live-in attendants will generally be provided a separate bedroom;
- Space <u>may</u> be provided for a child who is away at school but who lives with the family during school recesses;
- Space <u>will not</u> be provided for a family member who will be absent most of the time, such as a member who is away in the military;
- Units will be assigned so that a minimum of one person will occupy each bedroom;

These general guidelines are used in determining Voucher size:

	Minimum # of	Maximum # of
Voucher Size	Persons in	Persons in
0 bedroom	1	1
1 bedroom	1	2
2 bedroom	2	4
3 bedroom	3	6
4 bedroom	4	8
5 bedroom	6	10-12

The HAYC shall grant exceptions from the standards if the HAYC determines the exceptions are justified by the relationship, age, sex, health, or disability of Family members, or other individual circumstances. The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

### ACCESSIBLE UNITS

If your family includes a disabled person, you may request a current listing of accessible units known to the Housing Authority of Yamhill County that may be available.

### **RELEASE OF TENANT INFORMATION**

The Housing Authority of Yamhill County (HAYC) *must* give owners/landlords your current address (as shown in our records); and the name and address (if known) of the landlord at your current and prior address.

It is the policy of HAYC to provide owners/landlords documented information **in** your tenant file as it relates to tenancy history of family members. This information may include the number and dollar amount of claims paid, termination notices, or drug trafficking.

HAYC will give the same types of information to all families. and to all owners.



### GRTHA

### **Payment Standards & Rent Calculations**

Payment standards are applied based on the lesser of the family's voucher size or the actual number of bedrooms in the assisted unit.

Current Payment Standards:

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
\$1245	\$1331	\$1536	\$1974	\$2391	\$2750

Gross rent is the contract rent charged by the owner plus the standard cost of the utilities that are to be provided by the tenant.

Under GRTHA, a family's portion of rent is based on the household's income and the tenant will be responsible to pay 30% of their income for the family's portion of the rent and/or utilities.

The calculation formula used to determine the family's portion of rent and/or utilities is:

Gross rent minus 30% of the family's adjusted income equals the amount of assistance that will be paid on behalf of the family.

The family may rent a unit with less, more, or the same number of bedrooms as listed on their voucher provided that at the time the family is entering into a new GRTHA voucher housing assistance contract for the unit the amount of the lesser of the payment standard (based on the lesser or the voucher or unit size) or gross rent (rent charged by owner plus the utility allowance) minus 30% of household's monthly adjusted income is not greater than 40% or less or the family's adjusted income.

The assistance for the family will be sent directly to the landlord to cover the agency's portion of contract rent and in some instances there may be an amount available to help the family cover the cost of the utilities and in that case a check to help cover the costs will be sent directly to the family for use towards the tenant supplied utilities for the assisted unit.

In addition, the rent for the unit must be RENT REASONABLE. This means that the rent charged for the unit cannot be more than rents currently charged by the same owner for a similar unit. The rent also needs to reasonable when compared to rents charged by other owners for similar units.

Stove - \$3 - Refrigerator - \$4	11 ELEC light, refrig, cook, hot water, sm appl	10 ELEC light, refrig, cook, sm appl	9 ELEC light, refrig, sm appliance	TOTAL	ELEC. Other	8 PROPANE Heat	TOTAL	ELEC. Other	7 OIL Heat	TOTAL	ELEC. Other	6 WOOD Heat	TOTAL	ELEC. Other	5 GAS Heat, Hot Water, Cook	TOTAL	ELEC. Other	4 GAS Heat, Hot Water	TOTAL	ELEC. Other	3 GAS Heat	2 ELEC. Owner pays hot water	1 ELECTRIC AII	Effective January 2, 2021	Housing Authority of Yamhill County	Utility Schedule
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# WATER/SEWER/GARBAGE RATES

Effective January 2, 2021

Flat Rate Water, & Sewer 1bed=\$25 2 bed=\$30 3 I Flat Rate for Garbage only 1&2 bed=\$27 3&4 bed=\$39



### PORTABILITY

### YOUR RIGHTS TO TRANSFER YOUR VOUCHER

As you enter the Voucher Program, we want you to be aware of your rights to transfer your voucher prior to getting your rental assistance. The ability to transfer a voucher is no longer guaranteed. As housing authorities experience funding cuts, the options for transferring your voucher to another location will depend upon the funding available at the time you request the transfer as well as the area to which you are requesting your voucher to be transferred.

### TRANSFERRING YOUR VOUCHER

If you lived in Yamhill County at the time you applied for rental assistance, you may request that your Voucher be transferred to any Housing Agency in the United States that administers a Voucher program.

If you <u>did not</u> reside in Yamhill County at the time you applied for rental assistance you may request the same transfer options after you have lived in Yamhill County for ONE year. (If you have a disability, you may ask for an exception to this policy by requesting a reasonable accommodation.)

### OTHER IMPORTANT INFORMATTON REGARDING PORTABILITY

- For admission to the Voucher program you must be income eligible in the area where you initially lease a unit.
- Portability is a way to avoid living in a high poverty area. Moving to less urban areas can provide an environment of less crime, better schools, and public services.
- It is our responsibility to identify the Housing Agency that has jurisdiction over an area to which you wish to move.
- Other Housing Agencies may have different voucher payment standards, subsidy standards, income limits and screening criteria. They will provide this information to you.

### List of Neighboring Housing Agencies

HA of Salem	Marion Co. HA	West Valley HA	Washington Co. HA
360 Church St. SE	2645 Portland Rd. NE Ste. 200	204 SW Walnut Ave	111 NE Lincoln St. Ste. 200-L
Salem OR	Salem OR	Dallas OR	Hillsboro OR
503.588.6368	503.798.4170	503.623.8387	503.846.4794

135 NE Dunn Place • McMinnville, OR 97128 • <u>www.hayc.org</u> Ph: 503.883.4300 • Toll Free: 888.434.6571 • Fax: 503.472.4376 • TDD: 800.735.2900 *"Equal Housing Opportunity"* 



# **TERM OF VOUCHER**

### **INITIAL TERM**

The Initial term of a voucher must be at least 120 calendar days. The initial term is stated on the voucher.

### **EXTENSIONS OF TERM**

The Housing Authority of Yamhill County (HAYC) *may* grant one or more extensions of the initial term. The initial term plus any extensions may not exceed a total period of 180 calendar days from the beginning of the initial term.

To request an extension, the voucher holder must submit a written request for an extension *prior* to the expiration date of the voucher.

Extensions are permissible at the discretion of the HAYC primarily for the following reasons:

- 1. A medical hardship, such as hospitalization, or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 120 day period. Verification is required.
- 2. Unsuccessful attempt to find a unit, as evidenced by a rental search report from the voucher holder. The HAYC shall review the efforts the family has made to find a suitable unit, the problems the family has encountered, and determine what advise or assistance might be helpful.
- 3. Unlawful acts of discrimination against the voucher holder.

Extensions may be granted in one or more increments. If an extension is granted, the voucher holder will be notified in writing.

If a member of the family is a disabled person, and the family needs and requests an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability, HAYC must extend the voucher up to 180 days from the beginning of the initial term.

### WHAT YOU SHOULD CONSIDER IN LOCATING A PLACE TO LIVE

- 1. The condition of the unit. Would you be willing to live there for the next three or five years? How old is the unit? How does it look from both the outside and inside?
- 2. Whether the rent is reasonable. Does the rent for this unit compare to the rents charged for similar units in the neighborhood?
- 3. The cost of any tenant paid utilities and whether the unit is energy efficient. Are there storm windows installed? What utilities are you responsible for paying? What appliances are provided for you?
- 4. Where is the unit located? What schools will your children be attending? Is it near shopping? How far to medical facilities? Is the unit close to public transportation? Is it close to work?
- 5. How safe is the home for your family? Does there appear to be crime related activities in the area? Will you and your family feel safe here? Is the general appearance of the neighborhood good or run down?
- 6. What about the size of the unit size of kitchen, bathrooms, and bedrooms are they adequate to meet the needs of your family?
- 7. We encourage you to consider looking for a unit outside of areas with a high concentration of poverty with increased opportunities.

### WHERE YOU CAN LIVE

You may live in Yamhill County. Yamhill County includes the following cities/zip codes.

AMITY	97101	**GRAND RONDE	97347	SHERIDAN	97378
CARLTON	97111	LAFAYETTE	97127	**WILLANIINA	97396
DAYTON	97114	MCMINNVILLE	97128	YAMHILL	97148
DUNDEE	97115	NEWBERG	97132	**GASTON	97119

### \*\*HILLSBORO 97124

You may also qualify to use your assistance in another location. Please read the PORTABILITY page of your packet if you are interested intransferring your rental assistance.

\*\*Gaston, Grand Ronde, Hillsboro & Willamina – Only some of the addresses in these areas are considered within Yamhill County boundaries. Please contact your Section 8 Caseworker for further clairification.

# 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.

### **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.

### 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?

# 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.

# 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?

# 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 in 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?

# 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 care 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 place 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 utilizes be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure give to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).

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 if 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.

# I PORTANT!

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, babies, and fetuses 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).







Protect Your Family From Lead in Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

December 2012

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 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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U.5. EPA Washington DC 20460 U.5. CP5C Bethesda MD 20814 U.5. HUDWashington DC 20410 EPA-747-K-12-001 December 2012

### 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.
- 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 stateapproved 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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

### 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 ca111-800-424-LEAD (5323).

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, **call1-800-426-4791**, 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 leadbased 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 TIY by calling the toll-free Federal Relay Service at 1-800-877-8339.

### 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:

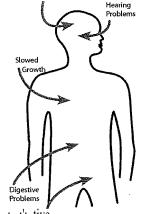
- · Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- · Poor muscle coordination
- · Decreased muscle and bone growth
- · Hearing damage

While low-lead exposure is most common, : ;'; tive exposure to high amounts of lead can have tAdults 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

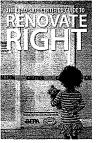


Brain Nerve Damage

# 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.* 

# Where lead-Based Paint Is Found

In general,the older your home or childcare facility,the more likely it has lead-based paint.  $^{\rm l}$ 

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.<sup>2</sup>

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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;sup>2</sup> "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.

## 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 leadcontaminated 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 statecertified 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 page12) 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.

## 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 leadbased 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 sampling 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.

# Are you a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights ... you may have experienced housing discrimination.

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

# WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

### For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont: NEW ENGLAND OFFICE Fair Housing Hub

U.S. Dept. of Housing Hub U.S. Dept. of Housing and Urban Development Thomas P. O'Neill, Jr. Federal Building 10 Causeway Street, Room 321 Boston, MA 02222-1092 Telephone (617) 994-8320 or 1-800-827-5005 Fax (617) 565-7313 • TTY (617) 565-5453 E-mail: **Complaints\_office\_01@hud.gov** 

### For New Jersey and New York: NEW YORK/NEW JERSEY OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development 26 Federal Plaza, Room 3532 New York, NY 10278-0068 Telephone (212) 264-1290 or 1-800-496-4294 Fax (212) 264-9829 • TTY (212) 264-0927 E-mail: Complaints office 02@hud.gov

### For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia: MID-ATLANTIC OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development The Wanamaker Building 100 Penn Square East Philadelphia, PA 19107 Telephone (215) 656-0663 or 1-888-799-2085 Fax (215) 656-3419 - TTY (215) 656-3450 E-mail: **Complaints\_office\_03@hud.gov** 

### For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee: SOUTHEAST/CARIBBEAN OFFICE

Fair Housing Hub U.S. Dept. 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 Fax (404) 331-1021 • TTY (404) 730-2654 E-mail: **Complaints\_office\_04@hud.gov** 

### For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin: MIDWEST OFFICE

Fair Housing Hub U.S. Dept. 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 E-mail: **Complaints\_office\_05@hud.gov** 

# For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas: SOUTHWEST $\ensuremath{\mathsf{OFFICE}}$

Fair Housing Hub U.S. Dept. 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 E-mail: **Complaints\_office 06@hud.gov** 

### For Iowa, Kansas, Missouri and Nebraska: GREAT PLAINS OFFICE

Fair Housing Hub U.S. Dept. 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 E-mail: Complaints\_office\_07@hud.gov

### For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming: ROCKY MOUNTAINS OFFICE

Fair Housing Hub U.S. Dept. 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 E-mail: **Complaints\_office\_08@hud.gov** 

### For Arizona, California, Hawaii, and Nevada: PACIFIC/HAWAII OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development 600 Harrison Street, Third Floor San Francisco, CA 94107-1300 Telephone (415) 489-6524 or 1-800-347-3739 Fax (415) 489-6558 +TTY (415) 436-6594 E-mail: **Complaints\_office\_09@hud.gov** 

### For Alaska, Idaho, Oregon, and Washington: NORTHWEST/ALASKA OFFICE Fair Housing Hub

U.S. Dept. 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 E-mail: **Complaints\_office\_10@hud.gov** 

### If after contacting the local office nearest you, you still have ques-

tions – you may contact HUD further at: U.S. Dept. 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

# To file electronically, visit: www.hud.gov

PLACE POSTAGE HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community DevelopmentActof1974, as amended, (P.L.97-35); Americans with Disabilities Actof1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that a d minister substantially equivalent fair housing laws for complaint processing. 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.



# HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

**Instructions:** (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name			
Your Address			
City	State	Zip Code	
Best time to call	Your Daytime Phone No	Evening Phone No	

# Who else can we call if we cannot reach you?

Contact's Name	Best Time to call
Daytime Phone No	Evening Phone No
Contact's Name	Best Time to call
contact s hame	best time to can
Daytime Phone No	Evening Phone No

# What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing? State briefly what happened.

# HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo UrbanoOficina de Derecho Equitativo a la ViviendaU.S. Department of Housing and Urban DevelopmentOffice of Fair Housing and Equal Opportunity

# Why do you think you are a victim of housing discrimination?

Is it because of your:

•race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

# Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization? Identify who you believe discriminated against you.

Name
------

Address

# Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? Did it occur at a bank or other lending institution? Provide the address.

Address		
City	State	Zip Code
When did the last act of disc	rimination occur	?
		/
Is the alleged discrimination continui	ng or ongoing?	Yes No
Signature		Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



# It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

# If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records. Date you mailed your information to HUD: Address to which you sent the information:	//
Office Street	Telephone
City State	Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

# ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach. Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson Secretary

# How do you recognize Housing Discrimination?

# Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accomodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

### Housing Assistance Payments Contract (HAP Contract) Section 8 Tenant-Based Assistance Housing Choice Voucher Program

### Part C of HAP Contract: Tenancy Addendum

### 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

**U.S. Department of Housing** 

Office of Public and Indian Housing

and Urban Development

OMB Approval No. 2577-0169

(Exp. 09/30/2012)

(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; of
  - (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

- 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. This provision will sunset on December 31, 2012 unless extended by law.

### e. 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.
- Notwithstanding any restrictions on admission, (3) 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

b.

- 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.
  - 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:
    - 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.

Previous editions are obsolete

# HAYC & SUBSIDIZED

Code Key							
SUB – Subsidize	u	ndicap Accessible	<b>S</b> – Senior	<b>D</b> – Disabled	<b>F</b> – Farm Worker	RD – Rural Develo	opment
*Subsidy Available for	r Current Tenant	s Only **Developmental D	isability Only				
Code	Bdrms	Complex Na	me		ddress	Contact	Unt
F	2-4	Abbey Heights (HA)	(C) 2	19 12 <sup>th</sup> St., Lafayette	9	503-864-9206	32
Н	2	Canyon Ridge Apts	4	01 S Everest Rd., Ne	ewberg	503-537-3066	60
Н	2	Chardonnay Apts	6	00 SW Mill St., Sher	idan	503-843-2393	64
Н	1-2	Chehalem Creek Ap	ots 6	11 S Blaine St., New	/berg	971-470-9770	32
SUB/H/RD	1-3	Deborah Court Apts	14	412 Deborah Rd., N	ewberg	503-538-8825	40
Н	1-3	Deskins Commons (		103 N Meridian St., I		503-857-2852	56
*SUB/H	1-3	Dunhill Apts	5	00 SW 11 <sup>th</sup> St., Dune	dee	503-537-7015	28
SUB/F/RD	2-4	Fresa Park (HAYC)		95 Ferry, Dayton		503-864-4292	22
_	1-2	Haworth Terrace (H		700 Haworth Ave., N		503-538-2922	38
S	1-2	Heritage Place (HA)		915 NE Hembree, M		503-434-1200	60
SUB/RD	1-3	Jandina Park Apts		750 SW Sesame St.		503-472-1044	36
SUB/S/D/RD	1-2	Newberg Village		209 N Springbrook F		503-538-8825	32
SUB/H/S/D/RD	1-2	Orchards Plaza		310 NE 27 <sup>th</sup> , McMinr		503-472-1892	60
SUB/H/S/D/RD	1-2	Palmer Creek (HAY	C) 20	06 Mill Street, Dayto	n	503-864-4292	10
Н	2	Park Place Apts	2	82 SE Evans St., Mo	Minnville	503-435-1210	36
Н	1-3	Parkview Terrace	20	04 SW Elmwood Ave	e., McMinnville	503-472-4448	46
Н	2-3	Redwood Commons		161 NE Lafayette Bo		503-472-9500	64
Н	2	Rhoda Anne Apts		302 NE Evans, McM		503-434-8555	28
SUB/H/S/D/RD	1-2	Riverside Terrace (H		00 SE Riverside Dr.,	Sheridan	503-843-3807	27
H/S/D	0-2	Rose Park Apts	1	79 SW 7 <sup>th</sup> , Dundee		503-537-4026	45
SUB/H/D**	1	Springbrook Place	3	105 Middlebrook Dr.	, Newberg	503-487-6227	15
	2-3	Sunflower (HAYC)	20	67 NE May Lane, Mo	cMinnville	503-883-2065	33
	2-3	Tice Park (HAYC)	29	965 NE Evans, McM	innville	503-472-8986	88
Н	2	Town Center Apts	1:	500 NE 27 <sup>th</sup> , McMinr	nville	503-434-1375	82
Н	2	Trillium Square Apts	9	01 Pecan Ct., Newb	erg	503-538-6699	52
SUB/F/RD	2-4	Villa Del Sol	1;	35 NE May Lane, Mo	Minnville	503-474-9391	25
SUB/H	1-3	Villa West Apts	20	01 SW Agee, McMin	nville	503-472-1156	48
H/S	1-2	Village Quarter (HA)	YC) 33	33 NE Irvine, McMin	nville	971-237-3362	50
SUB/H/S/D/RD	1-2	Vittoria Square (HA)		300 Vittoria Way, Ne	ewberg	503-538-3698	43
SUB/H/S/D/RD	1-2	Willamette Place Ap	,	925 NE McDonald L	<u> </u>	503-472-0397	48
SUB/H/S	1-3	Willamina Villa		20 NE 1 <sup>st</sup> St., Willam		503-876-2557	24
	2	Woodside Park (HA)	YC) 8	02 E 9 <sup>th</sup> , Newberg		503-538-5326	84
Н	1-2	Woodview Village	1:	210 S College, Newl	berg	503-538-1616	82

# LEASING AGENTS

Chehalem Property Management	2303-D Portland Rd, Newberg	503-554-0219
Duckett Realty Inc.	819 NE Hwy 99 W Suite C, McMinnville	503-472-2173
RB & BA Fowler Trust	1500 NW Viewmont Dr., Dundee	503-538-4118
Trimble Rentals for McMinnville	P.O. Box 10, Sandy OR 97055	503-668-7456
Willamette Rentals	P.O. Box 516, McMinnville	503-472-2726

# LANDLORDS

Aaron Properties	503-843-2586	Don Leard	503-550-1522
Crown Hill Farm	503-472-5496	Daryl Reibold	503-435-8640
Gene Belt	503-662-3709	Trimble Rentals	503-668-7456
David Bunn	503-714-4283	Mike Ramosco	503-560-2330
Brian Burcham	503-472-6626	Viridian Mgmt	503-538-8825
Georgia Properties	503-835-3051	Susan Moe	503-551-9880

# How Do I Calculate My Portion of the Rent?

# **Example 1:**

the utility allowance is \$54. Mark's TTP is calculated at \$300. Let's calculate portions now: in McMinnville. The requested rent is \$1300. Let's assume the unit is an apartment and Mark has a two bedroom voucher. He finds a **one** bedroom he would like to rent. The unit is

Payment standard= **\$1331** (*Remember that although Mark has a two bedroom voucher, HAYC has to use the lower of the actual unit size and the voucher bedroom size.*)

> 1300 (Requested rent) 54 (UA)

+

\$1354 (Gross rent)

So which number do we use? **\$1331** or \$1354?....

Per program policy the lower of the <u>GROSS RENT</u> and the <u>PAYMENT STANDARD</u> has to be used to calculate portions

In this case we will use the **PAYMENT STANDARD of \$1331** 

	$\frac{1}{2}$
\$269=Mark's portion	\$360 (Mark'e Dortion)
\$1031=HAP +	\$1300 (Request rent) 1031 (HAP)
Now let's calculate Mark's portion	Now let's calcula
9))	<b><u>\$1031</u></b> (Housing Assistance Payment ((HAP))
	\$1331 (Payment standard) 300 (TTP)
<u>e</u> bedroom he would like to rent. The unit is t's assume the unit is an apartment and ulated at \$300. Let's calculate portions now:	Mark has a two bedroom voucher. He finds a <u>one</u> bedroom he would like to rent. The unit is in McMinnville. The requested rent is \$1300. Let's assume the unit is an apartment and the utility allowance is \$54. Mark's TTP is calculated at \$300. Let's calculate portions now:

# How Do I Calculate My Portion of the Rent?

# Example 2:

unit is in Newberg. The requested rent is \$1500. Let's assume the utility allowance is \$404. Riley's Riley has a three bedroom voucher. She finds a three bedroom HOUSE she would like to rent. The TTP is calculated at \$600. Let's calculate portions now:

Payment standard= \$1974

1500 (Requested rent) 404 (UA)

+

**\$1904** (Gross rent)

So which number do we use? \$1974 or **\$1904**?.....

Per program policy the lower of the <u>GROSS RENT</u> and the <u>PAYMENT STANDARD</u> has to be used to calculate portions

In this case we will use the **<u>GROSS RENT of \$1904</u>** 

<u>\$196</u> (Riley's Portion)	- 1304 (HAP)	\$1500 (Request rent)	Now let's calculate Riley's portion	\$1304 (Housing Assistance Payment ((HAP))	\$1904 (Gross rent) - 600 (TTP)	Riley has a three bedroom voucher. She finds a <u>three</u> bedroom HOUSE she would like to rent. The unit is in Newberg. The requested rent is \$1500. Let's assume the utility allowance is \$404. Riley's TTP is calculated at \$600. Let's calculate portions now:	How Do I Calculate My Portion of the
\$1500= Requested rent	+ \$196=Riley's portion	\$1304=HAP	y's portion			edroom HOUSE she would like to rent. The ssume the utility allowance is \$404. Riley's :	n of the Rent continued

Before the FSS program, I had little to no knowledge of how to pay bills or how to raise or better my credit. This program has given my family and I a path for us to start on. We are on our way to being out of debt and movingtowards a self-sustaining life! -Bonnie	-Melinda	When I first became a part of FSS I knew I had financial goals but was struggling to accomplish them on my own. Being on FSS has gained me financial learning opportunity and growth. I've been hired and have maintained employment, extended my education and have become financially responsible on how to budget and	<b>Anyone can benefit from FSS!</b> When I started the FSS program I did not think much of it. After I started working full time and receiving escrow I was excited at the possibilities life was bringing me. Since I have been on housing assistance, I have successfully gotten off disability and am living on my own. -Reed
Nurciel-king@hayc.org Riley Sherman (503) 883-4316 Rsherman@hayc.org HAYC Office (503) 883-4300 TDD (800) 735-2900/Fax (503) 472-4376 Website: www.hayc.org	Angela Flores (503) 883-4319 Aflores @hayc.org Nena Urciel-King (503) 883-4320	<ul> <li>Home ownership preparation</li> <li>Additional services and referral</li> <li>Contact an FSS Coordinator</li> </ul>	What Services are provided? An FSS Coordinator can help you find and access the services you need to become self- sufficient. These may include: Education or training Job placement Counseling Child care Budgeting Goal setting
HOUSING AUTHORITY OF YAMHILL COUNTY		SUFFICIENCY PROGRAM	<section-header></section-header>

What is the Family Self-Sufficiency program? The Family Self-Sufficiency (FSS) program helps individuals and families support themselves so they no longer need public assistance. The program is voluntary and available to most adults who participate in the Section 8 Housing Choice Voucher program. Participants must have a desire to become self-sufficient and a willingness to take the steps necessary tomake it happen. Participation is open to anyone, employed or unemployed, students or those wanting to attend to school, married couples or single people.	Performance Goals:         Set Yourself Up for         Success         How does the savings account         When an FSS participants rent portion increases         due to higher earnings, a percentage of the         increase may be placed in a savings, or escrow         account. The money in the account, plus interest,         is provided to participants once the FSS contract         has been successfully completed. In some cases,	If you are interested in learning more about HAYC's FSS program, please complete the following and either drop off, fax or mail to the address below. Date
nappen. Participation is open to anyone, employed or unemployed, students or those wanting to attend to school, married couples or single people.	due to higher earnings, a percentage of the increase may be placed in a savings, or escrow account. The money in the account, plus interest, is provided to participants once the FSS contract has been successfully completed. In some cases.	PhoneEmail
How does FSS work?	FSS participants use the money to reach goals for education, debt reduction, reliable transportation and even home ownership. Once they receive the	Language preferred
The FSS program provides support and assistance to participants for up to five years. The head of the household enters into a participant agreement with HAYC. A goal plan, developed by participants with assistance from FSS Coordinators, identifies education and employment goals and outlines activities and	and even nome ownership. Once they receive the money, FSS graduates choose how to use it.	I understand this does not enroll me in the program, and I will receive additional forms to complete. A meeting with a FSS Coordinator will be scheduled to fully explain the program and , at that time, I can decide if my family would benefit from this program. This is a voluntary program that does not affect my eligibility for housing.
services necessary to achieve these goals. HAYC's FSS Coordinators help the participant obtain the services listed in the plan and supports the family during the term of the contract. The	·	HOUSING AUTHORITY OF YAMHILL COUNTY
coordinator also helps the family find services and resources to help them achieve their goals.	Do I have to give up housing assistance?	135 NE Dunn Pl McMinnville, OR 97128
HAYC establishes a savings account, called an 'escrow account' when the family increases its earned income.	No. FSS participants continue to receive housing assistance as long as they are eligible. The FSS program is intended to help participants move toward self-sufficiency. Many have achieved high school or college degrees, obtained better jobs or started new careers.	Phone (503) 883-4300 TDD (800) 735-2900 Fax (503) 472-4376