



TENANT BASED RENTAL ASSISTANCE PROGRAM

Grantee Manual

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Kansas Housing Resources Corporation
HOME TENANT BASED RENTAL ASSISTANCE PROGRAM
Table of Contents

Federal Regulations/Kansas Housing Resources Corporation Policy	
• <i>Federal Code of Regulations 24 CFR 92.209 (HOME Program TBRA)</i>	2
• <i>Federal Code of Regulations 24 CFR 92.356 (Conflict of Interest)</i>	6
• KHRC TBRA Policy and VAWA	8
Tenant Application Forms	
• Pre-Application	19
• Personal Income Declaration	20
• Citizenship Form	21
• Formal Application	22
• Income Information	23
• Income Eligibility Release Form	24
Income Related Information	
• Tenant Income Verification Forms	25
• Sample Income Calculation Worksheet	44
• Income Inclusions	46
• Income Exclusions	47
Coupon/Unit Approval/Contract/Lease/Recertification	
• Tenant Coupon	49
• Request for Unit Approval	51
• Rent Reasonableness Checklist	52
• Subgrantee/Landlord Contract	53
• Sample Lease	59
• VAWA Lease Addendum	69
• VAWA Notice of Occupancy Rights	70
• Lease Addendum	77
• Sample Recertification Notice	80
• Sample Notice of Changes in Rent Subsidies (interim/annual recertification)	83
Lead Based Paint Information	
• KHRC Lead Based Paint Policy	84
• Sample Quarterly Health Department Letter	87
• HUD Subpart M Rental Subsidy Regulations	88
• HUD Subpart K Security/Utility Deposit Regulations	92
• 10 Tips to Protect Children from Pesticide and Lead Poisonings around the House	95
• Protect Your Family from Lead in Your Home	97
• Notice of Defect/Notice of Elevated Blood Level Above 15 ug	113
• KHRC Optional Signature Form related to children and elevated blood levels	114
• Lead Based Paint Briefing Subgrantee Disclosure Form	115
KHRC Subgrantee Reporting Forms	
• Set-up/Revision Form	116
• Project Closeout Form	117
• Payment Request Form	118
• Quarterly Progress Report	119
• Grant Completion Report	120
KHRC Monitoring Forms	
• Administrator Interview-Program Policies and Procedures	121
• Project Case File Review Form	124
• Subgrantee Tenant File Checklist-Rental Subsidies	126
• Subgrantee Tenant File Checklist-Security/Utility Deposits Only	127
County Codes for Setup Forms	128

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§ 92.209 Tenant-based rental assistance: Eligible costs and requirements.

(a) *Eligible costs.* Eligible costs are the rental assistance and security deposit payments made to provide tenant based rental assistance for a family pursuant to this section. Administration of tenant-based rental assistance is eligible only under general management oversight and coordination at § 92.207(a).

(b) *General requirement.* A participating jurisdiction may use HOME funds for tenant-based rental assistance only if the participating jurisdiction makes the certification about inclusion of this type of assistance in its consolidated plan in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and specifies local market conditions that lead to the choice of this option.

(c) *Tenant selection.* The participating jurisdiction must select families in accordance with written tenant selection policies and criteria that are consistent with the following:

(1) *Low-income families.* Tenant-based rental assistance may only be provided to very low- and low-income families. The participating jurisdiction must determine that the family is very low- or low-income before the assistance is provided. During the period of assistance, the participating jurisdiction must annually determine that the family continues to be low-income.

(2) *Preferences for Individuals with Special Needs.* (i) The participating jurisdiction may establish a preference for individuals with special needs. The participating jurisdiction may offer, in conjunction with a tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services.

(ii) The participating jurisdiction may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) if the specific category is identified in the participating jurisdiction's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

(iii) Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, a participating jurisdiction may not determine that persons given a preference under the program are therefore prohibited from applying for or participating in other programs or forms of assistance.

(3) *Existing tenants in the HOME-assisted projects.* A participating jurisdiction may select low-income families currently residing in housing units that are designated for rehabilitation or acquisition under the participating jurisdiction's HOME program. Participating jurisdictions using HOME funds for tenant-based rental assistance programs may establish local preferences for the provision of this assistance. Families so selected may use the tenant-based assistance in the rehabilitated or acquired housing unit or in other qualified housing.

(d) *Portability of assistance.* A participating jurisdiction may require the family to use the tenant-based assistance within the participating jurisdiction's boundaries or may permit the family to use the assistance outside its boundaries.

(e) *Term of rental assistance contract.* The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between a participating jurisdiction and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract between a participating jurisdiction and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

(f) *Rent reasonableness.* The participating jurisdiction must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

(g) *Tenant protections.* The lease must comply with the requirements in § 92.253 (a) and (b).

(h) *Maximum subsidy.* (1) The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

(2) The participating jurisdiction must establish a minimum tenant contribution to rent.

(3) The participating jurisdiction's rent standard for a unit size must be based on:

(i) Local market conditions; or

(ii) For each unit size, may not be less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent or HUD-approved community-wide exception rent (in effect when the participating jurisdiction adopts its rent standard amount). (Community-wide exception rents are maximum gross rents approved by HUD for the Rental Certificate Program under 24 CFR 882.106(a)(3) for a designated municipality, county, or similar locality, which apply to the whole PHA jurisdiction.) A participating jurisdiction may approve on a unit-by-unit basis a subsidy based on a rent standard that exceeds the applicable fair market rent by up to 10 percent for 20 percent of units assisted.

(i) *Housing quality standards.* Housing occupied by a family receiving tenant based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The participating jurisdiction must inspect the housing initially and re-inspect it annually.

(j) *Security deposits.*

(1) A participating jurisdiction may use HOME funds provided for tenant-based rental assistance to provide loans or grants to very low- and low-income families for security deposits for rental of dwelling units whether or not the participating jurisdiction provides any other tenant based rental assistance under this section.

(2) The relevant State or local definition of "security deposit" in the jurisdiction where the unit is located is applicable for the purposes of this part, except that the amount of HOME funds that may be provided for a security deposit may not exceed the equivalent of two month's rent for the unit.

(3) Only the prospective tenant may apply for HOME security deposit assistance, although the participating jurisdiction may pay the funds directly to the tenant or to the landlord.

(4) HOME funds for security deposits may be provided as a grant or as a loan. If they are provided as a loan, the loan repayments are program income to be used in accordance with § 92.503.

(5) Paragraphs (b), (c), (d), (f), (g), and (i) of this section are applicable to HOME security deposit assistance, except that income determinations pursuant to paragraph (c)(1) of this section and Housing Quality Standard inspections pursuant to paragraph (i) of this section are required only at the time the security deposit assistance is provided.

(k) *Program operation.* A tenant-based rental assistance program must be operated consistent with the requirements of this section. The participating jurisdiction may operate the program itself, or may contract with a PHA or other entity with the capacity to operate a rental assistance program. The tenant-based rental assistance may be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. In either case, the participating jurisdiction (or entity operating the program) must approve the lease.

(l) *Use of Section 8 assistance.* In any case where assistance under section 8 of the 1937 Act becomes available to a participating jurisdiction, recipients of tenant-based rental assistance under this part will qualify for tenant selection preferences to the same extent as when they received the tenant-based rental assistance under this part.

§ 92.214 Prohibited activities.

(a) HOME funds may not be used to:

(1) Provide project reserve accounts, except as provided in § 92.206(d)(5), or operating subsidies;

(2) Provide tenant-based rental assistance for the special purposes of the existing section 8 program, in accordance with section 212(d) of the Act;

(3) Provide non-federal matching contributions required under any other Federal program;

(4) Provide assistance authorized under section 9 of the 1937 Act (Public Housing Capital and Operating Funds);

(5) Provide assistance to eligible low income housing under 24 CFR part 248 (Prepayment of Low Income Housing Mortgages), except that assistance may be provided to priority purchasers as defined in 24 CFR 248.101;

(6) Provide assistance (other than tenant-based rental assistance or assistance to a homebuyer to acquire housing previously assisted with HOME funds) to a project previously assisted with HOME funds during the period of affordability established by the participating jurisdiction in the written agreement under § 92.504. However, additional HOME funds may be committed to a project up to one year after project completion (see § 92.502), but the amount of HOME funds in the project may not exceed the maximum per-unit subsidy amount established under § 92.250.

(7) Pay for the acquisition of property owned by the participating jurisdiction, except for property acquired by the participating jurisdiction with HOME funds, or property acquired in anticipation of carrying out a HOME project; or

(8) Pay delinquent taxes, fees or charges on properties to be assisted with HOME funds.

(9) Pay for any cost that is not eligible under §§ 92.206 through 92.209.

(b) Participating jurisdictions may not charge monitoring, servicing and origination fees in HOME-assisted projects. However, participating jurisdictions may charge nominal application fees (although these fees are not an eligible HOME cost) to project owners to discourage frivolous applications. Such fees are applicable credits under OMB Circular A-87.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28929, May 28, 1997; 67 FR 61756, Oct. 1, 2002]

§ 92.216 Income targeting: Tenant based rental assistance and rental units.

Each participating jurisdiction must invest HOME funds made available during a fiscal year so that, with respect to tenant-based rental assistance and rental units:

(a) Not less than 90 percent of:

(1) The families receiving such rental assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families (except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction cost or fair market rent, or unusually high or low family income) at the time of occupancy or at the time funds are invested, whichever is later; or

(2) The dwelling units assisted with such funds are occupied by families having such incomes; and

(b) The remainder of:

(1) The families receiving such rental assistance are households that qualify as low-income families (other than families described in paragraph (a)(1) of this section) at the time of occupancy or at the time funds are invested, whichever is later; or

(2) The dwelling units assisted with such funds are occupied by such households.

CONFLICT OF INTEREST 24 CFR 92.356

24 CFR Subtitle A (4–1–02 Edition)

§ 92.356 Conflict of interest.

(a) *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.*

No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.*

The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(d) *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (6) Any other relevant considerations.

(f) Owners and Developers.

(1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

(iii) Whether the tenant protection requirements of § 92.253 are being observed;

(iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and

(v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28930, May 28, 1997]

Kansas Housing Resources Corporation (KHRC)

Tenant Based Rental Assistance (TBRA)

Overview and Purpose

Under the *HOME Investment Partnerships Program*, the Kansas Housing Resources Corporation allocates funds for *Tenant Based Rental Assistance* (TBRA) to eligible grantees to assist individual households in making housing affordable. TBRA payments make up the difference between the amount the family can afford to pay for housing costs (rent and utilities) and the actual costs.

The rental assistance is tenant-based, not project-based. Tenants must be free to use their assistance in any eligible unit.

General Requirements

Selection for Participation in TBRA Program

Not less than 90 percent of the families receiving TBRA rental assistance are families whose annual income does not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families at the time of occupancy.

For the purposes of the TBRA program, the remainder of the families receiving TBRA rental assistance can be households with incomes that do not exceed 80% of the area median income.

A family becomes a participant in the TBRA program when the local housing agency (LHA) executes a Rental Assistance Contract with an Owner/Landlord for housing assistance payments on behalf of the family.

The LHA must determine whether an applicant:

- a. Qualifies as a family;
- b. Is income-eligible; and,
- c. Is a member of an applicable target population?

Definition of Family and Other Related

Terms

The following definitions shall be applicable to all housing assisted under the TBRA Program:

- a. *Dependent*. A member of the family household (excluding foster children)

other than the family head or spouse, who is under 18 years of age or is a person with disabilities, or is a full-time student.

- b. *Disabled person*. A person who is under a disability as defined in Section 223 of the *Social Security Act* (42 USC 423), or who has a developmental disability as defined in Section 102(7) of the *Developmental Disabilities Assistance and Bill of Rights Act* (42 USC 6001(7)).
- c. *Displaced person*. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.
- d. *Elderly family*. A family whose head or spouse (or sole member) is an Elderly, Disabled, or Handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more of those persons living with one or more live-in aides.
- e. *Elderly person*. A person who is at least 62 years of age.
- f. *Family*. "Family" includes, but is not limited to:
 - i. An elderly family or single person as defined in this part.
 - ii. The remaining member of a tenant family.
 - iii. A displaced person.
- g. *Handicapped person*. A person having a physical or mental impairment that:
 - i. Is expected to be of long-continued and indefinite duration.
 - ii. Substantially impedes the person's ability to live independently, and,
 - iii. Is of such a nature that the tenant's disability could be improved by more suitable housing conditions.
- h. *Live-in Aide*. A person who resides with

an elderly, disabled, or handicapped person, or persons who:

- i. Is determined to be essential to the care and well-being of the person(s);
- ii. Is not obligated for the support of the person(s); and,
- iii. Would not be living in the unit except to provide the necessary supportive services.
- iv. Is not related to the household receiving the rental assistance.
- v. The income of the Live-in Aide shall not be counted as household income. The Live-in Aide may be counted in terms of household/unit size as long as the Live-in Aide resides with the tenant on a full-time basis.
- vi. Part time Live-in Aides may not be counted in terms of family or unit size.
- vii. A Live-in Aide may only reside in the unit with the approval of the Housing Authority/Grantee. The tenant's physician must sign the Physician's Verification of Live-in Aide form. The form must be placed in the tenant file.
- viii. The tenant, Live-in Aide and the Landlord must sign the Live-in Aide Housing Agreement. A copy of the agreement must be placed in the tenant file.
- ix. The Live-in Aide qualifies for occupancy only as long as the tenant needs supportive services. In the event the tenant no longer requires a Live-in Aide, the TBRA subsidy shall revert to HUD guidelines as to the applicable rents for the number of bedrooms allowed for the household.
- x. If the household member requiring assistance dies, the Live-in Aide shall vacate the unit within ten days of said household member's death. If the household member

requiring assistance moves out, the Live-in Aide shall vacate the unit no later than said household member's vacate date. Upon the termination of the Live-in Aide's services for any other reason, the Live-in Aide shall vacate the unit within 24 hours.

- xi. The Live-in Aide shall not violate any of the landlord's house rules. The Landlord may evict the Live-in Aide if s/he violates any of the House Rules.

- i. *Single person.* A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person, or as the remaining member of a tenant family.

Determining Annual Income

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income.

Annual income includes, but not limited to:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
- b. The net income from operation of a business or profession.
- c. Interest, dividends, and other net income of any kind from real or personal property.
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum payment from a delayed start of a periodic payment.
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- f. Periodic and determinable allowances,

- such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay, and allowances of a member of the Armed Forces.

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the age of 18 years.
- b. Payments received for the care of foster children.
- c. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal or property losses.
- d. Amounts received by the family that is specifically for, or in reimbursement of the cost of medical expenses for any family member.
- e. Income of a Live-in Aide.
- f. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- h. Amounts received under training programs funded by HUD.
- i. Temporarily, nonrecurring or sporadic income (including gifts).
- j. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period must be annualized.

Verification of Income

It is the obligation of the LHA to obtain complete information from applicants and thoroughly document the methods by which it has verified all pertinent information in the applicant's file.

The LHA must abide by the rules and regulations contained in HUD Handbook 7420.7 concerning which information must be verified and documented in the applicant's file.

Tenant Selection

The LHA selects families for TBRA in accordance with written tenant selection policies and criteria that are consistent with the purpose of providing housing to very-low and low-income families and according to preference rules established under *24 CFR Part 92*.

Local Preferences

The LHA may select local preferences based along the following guidelines:

- a. No preferences may be based upon the identity or location of the housing, which is occupied or proposed to be occupied by the applicant, nor the length of time the applicant has lived in the jurisdiction. Therefore, priorities established which give preferences to residents of a particular apartment complex, to those that are lease-in-place, to those that have resided in the jurisdiction for a specific duration, etc. are prohibited.
- b. All local preferences must be approved by the KHRC.

Waiting List

After a family has been determined eligible for the TBRA program, the LHA shall place the family on a waiting list. The LHA may create separate waiting lists for TBRA families or use the existing LHA waiting list.

The waiting list should show the family's name, date and time of application, local preferences if applicable, and appropriate size of units in bedroom.

Families currently on a LHA waiting list, i.e. Section 8, who received TBRA shall not be harmed or removed from the LHA waiting list.

In any case where assistance under Section 8 becomes available, recipients of TBRA will qualify for tenant selection preferences to the same extent as when they received TBRA.

The waiting list shall comply with *24 CFR Part 92.253(d)*.

Determination of Family Unit Size

The unit size designated shall be assigned in accordance with the following criteria:

- a. The bedroom size assigned shall not require more than two persons to occupy the same bedroom.

- b. The bedroom size assigned shall not require persons of opposite sex, other than husband and wife, to occupy the same bedroom with the exception of infants and very young children.
- c. A two-bedroom unit may be used by a two- member family which consists of a single parent and child or by a couple who, due to medical reasons, must have separate bedrooms, as approved by the LHA.
- d. Based on the above criteria, the following standards shall be used:

Number of persons		
Unit Size	Minimum	Maximum
1 bdr	1	2
2 bdr	2	4
3 bdr	4	6
4 bdr	6	8
5 bdr	8	10

- e. The criteria and standards prescribed for the determination of an applicant's unit size to be listed on the Rental Coupon should apply to the vast majority of families. In some cases, however, the relationship, age, sex, health, or handicap of the family members may warrant the assignment of a larger unit size. Such flexibility is permissible to the extent the determinations are made on the basis of these factors. Such allowable determination should be fully documented in the applicant's file.

Issuance of Rental Coupon

The *Tenant Based Rental Assistance Coupon* is the sole document, which authorizes the family to look for an eligible rental unit for the TBRA program. The *Rental Coupon* specifies the appropriate unit size necessary to meet the family's needs.

The *Rental Coupon* also sets forth a number of requirements regarding both Family and LHA responsibilities that apply only while the *Rental Coupon* is in effect but also after the *Rental Assistance Contract* is executed on behalf of the family.

The *Rental Coupon* term is for a 60-day period, within which the family must submit a Request for Unit Approval if it is to utilize the *Rental Coupon*. The LHA may extend the term to a maximum 60-day additional period.

The *Rental Coupon* is only valid within the jurisdiction of the LHA. Therefore, *Rental Coupons* are not portable outside the jurisdiction of the LHA.

The LHA shall give one copy of the *Rental Coupon* to the applicant, and retain one copy in the applicant file.

Briefing Session

When a family receives a *Rental Coupon*, the LHA must conduct a briefing session to provide the family with an explanation of program requirements, information to assist it in finding a suitable unit, and an explanation of family and owner responsibilities.

The information and specific items which must be given to families in the briefing session are, but not limited to:

- a. Families and owners responsibilities under the lease and contract;
- b. How to find a suitable unit;
- c. The location and characteristics of the full range of neighborhoods in which the LHA is able to execute *Rental Assistance Contracts*;
- d. Applicable Fair Market Rents (FMRs), how the Gross Family Contribution (GFC) is determined, and how housing assistance payments are determined.
- e. Information to the families concerning Housing Quality Standards (HQS) inspections, *Rental Assistance Contract*, and other pertinent documents and forms. The LHA shall also supply the family with a *Rental Coupon Holder's Packet*. The packet shall contain:
 - 1. LHA schedule of allowances for tenant-furnished utilities and other services.
 - 2. Information regarding lead-based paint poison hazards, symptoms, and precautions.
 - 3. *Request for Unit Approval*

Lease Approval

After a family finds a unit, which is suitable for its needs, it must submit a completed *Request for Unit Approval*, signed by both parties, to the LHA along with a copy of the proposed lease, if supplied by the owner/landlord.

The LHA shall review the request to determine if the owner is eligible, if the unit is eligible, if the lease complies with the program requirements governing prohibited and required lease provisions, and if the lease complies with state and local laws.

The information provided by the owner and tenant on the form is used as part of the basis for determining if the unit abides with the FMR, the rent reasonableness, and to schedule the unit inspection.

The *Request for Unit Approval* must be submitted while the family's *Rental Coupon* is effective.

Fair Market Rents

The TBRA program is based on the premise that decent, safe, sanitary, and affordable housing can be obtained on the private market for very low to low-income families. The unit chosen by the family should not exceed HUD published Fair Market Rents (FMRs).

A LHA may approve, on a unit-by-unit basis, a rent standard that exceeds the applicable fair market rent by up to 10 percent for 20 percent of units assisted.

A unit is determined to fall within the FMR of a specific area by adding the contract rent and the applicable utility allowance for the unit. For the purposes of the TBRA program subsidy, the sum of both numbers cannot exceed the FMR of a unit. The tenant may select a unit that falls over the FMR if the unit meets rent reasonableness standards in the area and if the tenant is willing to pay the excess rent. No unit assisted by TBRA can be less than 80 percent of the published FMR for the unit.

Rent Reasonableness

The LHA must certify all units assisted with TBRA are reasonable in relation to rents currently being charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the owner for

comparable unassisted units.

It is not sufficient to approve a unit merely because its gross rent is within the applicable FMR limitations.

Housing Quality Standards (HQS)

Housing occupied by a family receiving TBRA must meet the performance requirements set forth in *24 CFR 982.401*.

A certified HQS inspector(s) must complete all HQS inspections.

No LHA shall execute a *Rental Assistance Contract* for a unit that has not passed the HQS inspection.

Lead Based Paint

The TBRA program must adhere to Federal Regulation *24 CFR Part 35* that took effect January 2002.

- a. Tenants must receive the fact sheet "*Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home*" (EPA) and the pamphlet "*Protect Your Family from Lead*" (EPA) at the time of application.
- b. Tenants must receive the Elevated Blood Level form (tenant signature optional) and the Tenant Notice of Defect/Notice of Elevated Blood Level Above 15 ug form prior to move in.
- c. A sign off form indicating that the tenant has received the four documents must be in place in tenant files.
- d. Visual assessment of units built prior to 1978 must take place during the HQS inspection. Exemptions include 0 bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.
- e. Lead based paint stabilization/abatement procedures must take place at the expense of the owner within 30 days of notification to the owner (*24 CFR Part 35.1330(a) and (b)*).
- f. Owner must provide a copy of the clearance report performed in accordance with *24 CFR 35.1340* whenever paint stabilization is undertaken. Owner must provide tenant with a written notice of the results of

- the clearance exception (24 CFR 35.1215(c).
- g. Owners must pay for stabilization and/or abatement procedures prior to move-in. If the owner declines to provide stabilization or abatement, another unit must be selected.
 - h. Owners must pay for stabilization and/or abatement procedures following move-in if deteriorated paint is identified during annual or periodic inspections.
 - i. The owner of the unit must meet the requirements of paint stabilization as defined in 24 CFR Part 35.110. Paint stabilization must be conducted in accordance with procedures outlined at 24 CFR 1330(a) & (b). If the owner does not complete paint stabilization, the dwelling unit is in violation of Housing Quality Standards (HQS).
 - j. If lead based paint or deteriorated paint in non-exempt units is identified following move in and/or during an annual or periodic reinspection, depending on the scope of the work to stabilize the paint, and if necessary, the owner is responsible for relocating the tenants to a comparable dwelling free of lead based paint hazards while the work is taking place.
 - k. Owner must adopt procedures to ensure that on-going maintenance activities are conducted in accordance with 24 CFR 35.1355 during the term of assisted tenancy.
 - l. Identification of the number of units built prior to 1978 and the number of children and pregnant women residing in each unit must be provided on TBRA tenant project set-up forms.
 - m. LHA shall report the name and address of a child found to have an elevated blood level to the local health department within five working days (24 CFR Part 35 subpart 1225e).
 - n. At least quarterly, LHAs providing TBRA rental subsidies shall provide an updated report of pre-1978 addresses with children under age six and/or pregnant women to the local health department (24 CFR Part 35 subpart 1225f). At the same time, LHAs providing TBRA rental subsidies shall attempt to get the names and addresses

of children under age 6 with an elevated blood level from the health department.

Leases

The LHA may provide leases that incorporate the TBRA program required lease provisions.

Owners can use the LHA supplied leases or their own, as long as they are not of the type prohibited under the program.

The lease between a tenant and an owner of rental housing assisted with TBRA funds must be for not less than one year in programs that are not participating in self-sufficiency programs. The LHA may renew a lease for an additional year. The total time allocated for a family to receive TBRA must be not more than two years per grant award.

The lease must contain certain required provisions which include the tenant and the LHA shares of the rent, the landlord's responsibility for maintenance and services, any utilities and appliances which the owner will provide, the condition necessary for eviction, the prohibition against discrimination, and the amount of security deposit.

The lease may not contain any of the following provisions:

- a. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- b. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
- c. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. *Waiver of notice.* Agreement of the tenant that the owner may institute a

- lawsuit without notice to the tenant.
- e. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - f. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury.
 - g. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
 - h. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant however, may be obligated to pay costs if the tenant loses.

The owner may not terminate the tenancy or refuse to renew the lease of the tenant except for serious or repeated violation of the terms and conditions of the lease; for violations of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days notice by the owner specifying the grounds for the action.

Security Deposit

A LHA may use TBRA funds to provide loans or grants for security deposits. TBRA security deposits can be made whether the LHA provides any other on- going rental assistance.

If an LHA pays a security deposit only and does not provide any other rental assistance, the following criteria must be followed:

- a. The family, housing unit and all other eligibility criteria for rental assistance must be followed;
- b. Only the prospective tenant may apply for security deposit assistance;
- c. The LHA must pay the security deposit directly to the owner; and,
- d. The security deposit may not exceed the equivalent of one months' contract rent for the unit.

If an LHA pays a security deposit in addition to providing on-going rental assistance, the following criteria must be followed:

- a. Only the prospective tenant may apply for security deposit assistance;
- b. The LHA must pay the security deposit directly to the landlord;
- c. The security deposit may not exceed one month's contract rent for the unit. If the unit is furnished and/or a pet deposit is required, an additional ½ month's rent for either circumstance may be collected. The total security deposit must not exceed the equivalent of two months rent.
- d. The security deposit shall be used to provide compensation to the owner if the tenant, upon vacating, owes money for damages and unpaid rent in the unit;
- e. If the LHA provides security deposit assistance through the use of a grant, the lease should specify who receives any security deposit funds returned from the owner upon the tenant vacating the unit.
- f. If the LHA provides security deposit assistance through the use of a loan, the lease should reflect that the tenant receives any return of security deposit money, less any amount owed on the loan from the LHA.
- g. The LHA, upon receiving the return of deposits, must use the funds for future security deposits under the guidelines of the program.

Utility Deposit

An LHA may use TBRA funds to provide loans or grants for utility deposits. TBRA utility deposits can only be made if the LHA provides an on going HOME funded rental assistance and/or HOME funded security deposit program.

If the LHA pays a utility deposit, the following criteria must be followed:

- a. The family, housing unit, and all other eligibility criteria for assistance must be followed;
- b. Only the prospective tenant may apply for utility deposit assistance.
- c. The LHA must pay the utility deposit directly to the service provider;
- d. TBRA utility deposit assistance is limited to the paying of deposits. At no time is the paying of past or present

- utility bills allowed; and,
- e. The LHA, upon receiving the return of deposits, must use the funds for the next eligible HOME cost under the guidelines of the program, or return the funds to the KHRC. In the event the funding agreement has expired with the LHA, any returned deposits must be transmitted to the KHRC.

Family Rent to Owner and Rental Assistance Payments

After a *Request for Unit Approval* has been approved, the LHA must prepare the *Rental Assistance Contract* for execution by the owner and the LHA, and execution of the lease between the family and the owner.

The family rent to owner is determined after rental assistance is calculated. Rental assistance shall be the difference between 30 percent of the family's adjusted income and the applicable fair market rent. Family rent to owner is the difference between the rental assistance and the contract rent.

The LHA shall have a minimum tenant payment as approved by the KHRC

Execution of the Rental Assistance Contract and Lease

Once all items with respect to the Rental Assistance Contract has been identified, approved, and appropriately completed, the LHA must execute the Rental Assistance Contract with the owner. No rental assistance will be paid until the contract has been executed.

The LHA must ensure the execution of the lease between the owner and the family.

The LHA must retain a copy of the contract and lease in the family's file.

Rental Assistance Payment Contract Termination

Automatic Rental Assistance Payment Contract Termination. The contract automatically terminates when:

- a. The family vacates the unit in violation of the lease;
- b. The family has moved from their unit according to the lease terms, or secured the owner's permission for an early termination date, and the lease term has

- therefore ended;
- c. The owner has required the family to move according to the lease term, and the lease term has therefore ended;
- d. The owner has evicted the family with LHA authorization;
- e. The owner does not wish to enter into a new contract, or refuses to renew or extend the current one;
- f. The length of assistance provided the family with the existing TBRA grant has reached two years.

LHA-initiated contract termination

Under the following circumstances, the LHA may terminate the contract prior to its regular termination date:

- a. The unit is not in compliance with HQS or other contract requirements, and the owner refuses to correct the deficiencies;
- b. The unit is overcrowded or under occupied due to family composition change which requires the family to move;
- c. The family, at recertification, has been determined ineligible due to their income.
- d. The LHA is unable to approve a new *Request for Unit Approval* where a contract is expiring due to gross rent exceeding FMR;
- e. The LHA has determined that the owner is not in compliance with the terms of the contract;
- f. The LHA has determined that the family is not in compliance with the terms of its rental coupon;
- g. A family has been determined to have abused the program, or to have engaged in fraudulent activities.

The LHA shall complete a *Project Close-out* Form when a family is terminated for any reason from the TBRA program.

Evictions

The TBRA program abides with *24 CFR Part 882.511* that requires specific actions by the owner in order to evict an assisted family and also requires specific determinations to be made by the LHA.

LHA Requirements/Responsibilities

The LHA is responsible for ensuring that TBRA

funds are used in accordance with all program requirements as described in this description and abides with all requirements of 24 CFR Part 92.

Project Set-up

Upon completion of all requirements of the above, the LHA shall submit a completed *Project Set-up Report* to the KHRC. Upon receipt of the *Project Set-up Report*, the KHRC shall submit the family for participation in the TBRA program through HUD's IDIS system. IDIS will assign an activity number to the project that the KHRC will issue to the LHA.

Payment Request

Upon receiving an activity number for a family, the LHA must submit a *Payment Request Form* to obtain funds for the family's rental assistance.

Payment requests are limited as follows:

- a. Security deposit (See Security Deposit.)
- b. Utility deposit - the deposits of the family consisting of approved utilities as found on the utility allowance form of the LHA.
- c. Rental assistance payment - LHA may request up to a maximum of two months rent or any smaller portion thereof.

Upon receiving the funds, the LHA must disburse the funds within 15 days to the destination of the funds, such as landlords and utility providers. An LHA must return any funds not distributed within the time limit to the KHRC.

An LHA must have *Payment Requests* into the KHRC no later than the 10th of each month for the next month rental assistance payment.

Administration Funds

The LHA shall receive a maximum of five percent (7%) of grant funds expended for the use of administration funds.

The LHA may request administration funds with each *Payment Request*. The LHA must abide with the proper use of administration funds as outlined in *OMB Circular #A-87*.

Record Keeping

The LHA must establish and maintain sufficient records to enable the KHRC to determine whether the LHA has met the requirements of the TBRA program.

Tenant Records

The LHA shall maintain records of each family for five years. The tenant files shall contain, but are not limited to, the following:

- a. Original application with copies of social security cards for each household member;
- b. Income verifications, along with source documentation;
- c. Annual release of information forms;
- d. *Rental coupon, Request for Unit Approval*, and other materials related to coupon issuance;
- e. Completed HQS inspection form for the unit;
- f. Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in.
- g. Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications.
- h. Annual adjusted income worksheet and other related documents;
- i. Utility allowance schedule;
- j. *Total Tenant Payment / Total Rent* form;
- k. Rental Assistance Payments Contract and Lease Agreement; and,
- l. *Project Set-up and Project Closeout*

Recertification

The LHA shall recertify all families receiving TBRA if one of the following conditions exists:

- a. Annual recertification-all families must be recertified on an annual basis. Annual recertifications shall include income verifications, rent increase, HQS inspection, determination of family status, etc.
- b. Change in household size-the LHA must recertify the family if the household size changes to ensure income compliance of the family and the proper unit size.
- c. Change in family income - the LHA must recertify a family if the family income increases or decreases minimum of \$100.00 per month (\$1,200.00 per year).

Reporting

Quarterly Progress Report-The LHA shall submit *Quarterly Progress Reports* to the KHRC. Reporting periods consists of

Oct/Nov/Dec, Jan/Feb/Mar, Apr/May/June
Jul/Aug/Sep. Reports are due on the 10th
day after the end of each quarter.

Grant Completion Report-the LHA must submit
a Grant Completion Report within 45 days after
the final Payment Request has been paid to the
LHA.

Compliance Monitoring

KHRC staff will monitor the LHA TBRA
program annually according to 24 CFR 92.504
(a).

During the compliance visit HQS inspections of
randomly selected units will occur.
Administrative and financial procedures will be
reviewed and discussed. TBRA tenant files will
be randomly reviewed. A compliance follow-up
report will be mailed to the grantee.

Should the follow-up report include
findings/concerns, the grantee must respond in
writing within thirty days regarding remediation
of the findings and compliance with federal
regulations and KHRC policies and procedures.

HOME Tenant Based Rental Assistance Program

Minimum Requirements – Administrative Plan

Applicants for **HOME Tenant Based Rental Assistance (TBRA)** must submit an Administrative Plan describing the policies to be used in the administration of the TBRA program. The Administrative Plan **MUST** include Violence Against Women Act (VAWA) procedures. A HUD-approved Plan complies with this requirement. If an applicant does not have a Plan, they must develop one as required in the application. Plans must include an “Equal Opportunity Housing Plan”.

Contents of the Administrative Plan

1. Statement of Policies and Objectives
 - a. Fair Housing Policy
 - b. Privacy Rights
 - c. Fair Housing Marketing Plan
2. Duties and History of Staff Positions.
3. Applying for Assistance/Waiting List Procedures:
 - a. Pre-application for waiting list
 - b. Documentation Required for completed application
 - i. Citizenship Form
 - ii. Social Security Card/Birth Certificate
 - iii. Income Release Form(s)
 - iv. Third Party Income Verification(s)
 - v. Documentation for Preferences (Dr. /Therapist Letter, Homeless related etc. if applicable)
 - vi. Medical Receipts (Disabled/Elderly Family only)
 - vii. Bank Receipts (if applicable)
 - c. Income limits and Preferences
 - d. Removal from the waiting list
 - e. Applicant Selection
 - f. Formal application for assistance
 - g. Opening/closing waiting list
4. Rules for special purpose funding
 - a. Security Deposits
 - b. Utility Deposits
5. Outreach Procedures
 - a. Press Release to area media (list)
 - b. Family Outreach
 - c. Owner Outreach
6. Eligibility for Admission
 - d. Family Composition/Definition
 - e. Live-in Aide Requirements
 - f. Income Inclusions/Exclusions
 - g. Denial of Assistance
7. Briefing Session
 - a. Issuing or Denying Issuance
 - b. Initial Term and extension or suspension of the term
8. Occupancy Standard
 - a. Determining bedroom size
 - b. Family absence from unit
 - c. Split households
9. Grievance Procedure
 - a. Informal review for applicant
 - b. Informal hearing for participant
10. Income Determination and Verification Procedures
11. Establishing/Revising Payment Standards
12. Special Housing
 - a. Choice whether to offer special housing types
 - b. Policies on special housing (such as shared housing)
13. Move-in Procedures
 - a. Request for Unit Approval
 - b. Inspection – Housing Quality Standards (HQS)
 - c. Lease Approval and Housing Assistance Payment Contract
14. Minimum Rent, Total Tenant Payment, and HAP to Owner Procedures
 - a. HAP to Owner
 - b. Family Rent to Owner
15. Annual and Interim Certification of family income and composition
 - a. Annual Recertification
 - b. Interim Recertification
 - c. Income Release Form Required
16. Complaint Procedures
17. Lead Based Paint Procedures
 - a. Inspection, stabilization, abatement, clearance and relocation procedures
 - b. Quarterly health department report procedures for rental subsidies.
 - c. Tenant sign off documentation procedures to indicate tenant
 - d. received lead based paint information prior to move in
18. Violence Against Women Act procedures.

VAWA protects federally subsidized tenants from being denied housing or from being evicted because they are the victim of domestic violence, dating violence, sexual assault, or stalking. A federally subsidized tenant includes someone who lives in a public housing project, has a Section 8 voucher, or lives in a rental unit that receives federal housing assistance.

**TBRA Applications
Application for Waiting List
(PRE-APPLICATION VERSION)**

APPLICANT NAME: _____
 Current Address: _____
 City, State, Zip Code: _____
 HOME Phone: _____ Alternate Phone: _____

Household Composition

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head of household.)

Member's Full Name	Relationship	Date of Birth	Age	Sex	Social Security No.

Lead Based Paint Related Information (This information collected to assure compliance with lead base paint policy).

Are any members of the household currently pregnant? ☐ YES ☐ NO

Race of Head of Household (Check One)

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

☐ White ☐ Black ☐ Asian/Pacific Islander
☐ Native American/Alaskan Native ☐ Hispanic

Preference Information. You may qualify for a preference for housing assistance if any of the following circumstances can be verified for your family. Please check any that apply to you.

☐ Are you currently homeless or living in substandard housing?
☐ Have you been (or are you about to be) displaced from your housing?

Felony Conviction

Have you or any member of your household been convicted of a felony within the last 5 years?

☐ YES ☐ NO

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, TANF or other benefits).

\$ _____

Application Certification: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the Program Administrator to verify all information provided on this application.

Head of Household Signature Date

Spouse Signature Date

Personal Declaration

Household Information:

Name	Relationship to head	Social Security Number	Date of Birth	Marital Status
	Head			

Income Information:

Who receives?	Source	Monthly income

Assets Information: (If you answer “yes” to a question, you must specify in the space provided)

1. Do you or anyone in the household own or have any interest in real estate, boat, or mobile home? Yes No
2. Do you or anyone in the household own stocks, bonds, CD, etc? Yes No.
3. Do you have a savings account? Yes No. If yes, list name of bank and account number.

Other Information: (if you answer “yes” to a question, you must specify in space provided)

1. Does anyone outside of the household pay any of your bills or give you any money? Yes No
2. Have you used any names or social security numbers other than the ones you are currently using? Yes No
3. Have you ever lived in public housing or participated in another housing program? Yes No

Certification – I/We certify the information given to the housing agency is accurate and correct to the best of my knowledge and belief. I/We understand that any false statements or information are punishable under state and federal laws. I/We further understand that any false statements or information are grounds for termination of housing assistance or tenancy.

Signature of Head of Household and date

Signature of Spouse and date

Other adult member and date

Other adult member and date

Declaration of U.S. Citizenship Or Non-Citizen with Eligible Immigration Status

In accordance with the Department of Housing and Urban Development (HUD), every applicant / participant must complete the following for all family household members. Please list every person living in the household and designate citizenship as defined below.

- (A). United States Citizen(s)
- (B). Non-Citizen with Eligible Immigration Status
- (C). Non-Citizen without Eligible Immigration Status

Applicant Information (PLEASE PRINT)

Name	Sex	Age	Relationship	A	B	C	Signature of Head of Household
Head of Household			Head	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spouse			Spouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Child				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Child				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Child				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Child				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Child				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Household Member				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Household Member				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

I declare under penalty that I or we are giving true and accurate information on every member of our household concerning whether he or she is a U.S. Citizen, non-citizen with eligible immigration status or non-citizen without eligible immigration status.

Signature, head of household

Date

Signature, spouse/co-head of household

Date

Signature, additional household member

Date

WARNING! Title 18, Section 1001 of the United States Code, states that person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.

TBRA APPLICATIONS
APPLICATION FOR RENTAL ASSISTANCE
(Formal Application)

APPLICANT NAME: _____
Current Address: _____
City, State, Zip Code: _____
HOME Phone: _____ Alternate Phone: _____

Household Composition

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head of household.)

Member's Full Name	Relationship	Date of Birth	Age	Sex	Social Security No.

Lead Based Paint Related Information (This information collected to assure compliance with lead base paint policy).

Are any members of the household currently pregnant? ☐ YES ☐ No

Race of Head of Household (Check One)

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

- ☐ White ☐ Black ☐ Asian/Pacific Islander
☐ Native American/Alaskan Native ☐ Hispanic

Preference Information. You may qualify for a preference for housing assistance if any of the following circumstances can be verified for your family. Please check any that apply to you.

- ☐ Are you currently homeless or living in substandard housing?
☐ Have you been (or are you about to be) displaced from your housing?

Felony Conviction

Have you or any member of your household been convicted of a felony within the last 5 years?
☐ YES ☐ NO

(OVER)

INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, TANF or OTHER benefits) \$ _____.

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g. bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

EXPENSE INFORMATION

Does your household have un-reimbursed medical expenses in excess of 3 percent of annual income?

☐ Yes ☐ No

Does your household pay child care expenses for children under the age of 13 that enable a family member to work or go to school?

☐ Yes ☐ No

Does your household pay care expenses for the care of a family member with disabilities that enable a family member to work?

☐ Yes ☐ No

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the Program Administrator to verify all information provided on this application.

Head of Household Signature Date	Spouse Signature Date
--	---------------------------------

HOME Program Eligibility Release Form

Organization requesting release of information
(PJ name, address, telephone, and date)

Information Covered: Inquires may be made about items initialed by applicant/tenant.

Purpose: Your signature on this HOME Program Eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:

HOME TBRA Program
HOME Homebuyer Program
HOME Rental Rehabilitation Program
HOME Homeowner Rehabilitation Program

Privacy Act Notice Statement: The Department of Housing and Urban Development (HUD) is requiring the collection of the Information derived from this form to determine the applicant's eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government's financial Interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies when relevant, to civil, criminal, or regulatory Investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this Information by the National Affordable Housing Act of 1990.

Instructions: Each adult member of the household must sign a HOME Program Eligibility Release Form prior to the receipt of benefit and on an annual basis to establish continued eligibility. Additional signatures must be obtained from new adult members whenever they join the household or whenever members of the household become 18 years of age.

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

	Verification Required	Initials
Income (all sources)		
Assets (all sources)		
Child Care Expense		
Handicap Assistance Expenses (If applicable)		
Medical Expense (If Applicable)		
Other (list) _____ _____		
Dependent Deduction ____ Full Time Student ____ Handicap/Disable d ____ Family Member Minor Children		

Authorization: I authorize the above-named HOME Participating Jurisdiction and HUD to obtain Information about me and my household that is pertinent to eligibility for participation in the HOME Program.

I acknowledge that:

- (1) A photocopy of this form is as valid as the original.
- (2) I have the right to review the file and the Information received using this form (with a person of my choosing to accompany me).
- (3) I have the right to copy Information from this file and to request correction of information that I believe inaccurate.
- (4) All adult household members will sign this form and cooperate with the owner in this process.

Head of Household-Signature, Printed Name, and Date:
Family Member HEAD

Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #2

x
Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #3

x
Other Adult Member of the Household-Signature, Printed Name and Date:
Family Member #4

x

x

Verification of Employment

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Employment Income of all members of the household applying for participation in the HOME Program that operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Employed since: _____ Occupation: _____</p> <p>Salary: _____</p> <p>Effective date of last increase: _____</p> <p>Base pay rate: \$_____/Hour; or \$_____/Week; or \$_____/Month</p> <p>Average hours/week at base pay rate: ____ Hours</p> <p>No. weeks ____, or No. weeks ____ worked/Year</p> <p>Overtime pay rate: \$_____/Hour</p> <p>Expected average number of hours overtime worked per week during next 12 months _____</p> <p>Any other compensation not included above (specify for commissions, bonuses, tips, etc.): For: _____ \$_____ per _____</p> <p>Is pay received for vacation? Yes No</p> <p>If Yes, no. of days per year _____</p> <p>Total base pay earnings for past 12 mos. \$_____</p> <p>Total overtime earnings for past 12 mos. \$_____</p> <p>Probability and expected date of any pay increase: _____</p> <p>Does the employee have access to a retirement account? Yes No</p> <p>If Yes, what amount can they get access to: \$_____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

Verification of Income from Business

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Business Income of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Based on business transacted from _____ to _____</p> <p>1. Gross Income \$ _____</p> <p>2. Expenses</p> <p>a. Interest on loans \$ _____</p> <p>b. Cost of goods/materials \$ _____</p> <p>c. Rent \$ _____</p> <p>d. Utilities \$ _____</p> <p>e. Wages/salaries \$ _____</p> <p>f. Employee contributions \$ _____</p> <p>g. Federal Withholding Tax \$ _____</p> <p>h. State Withholding Tax \$ _____</p> <p>i. FICA \$ _____</p> <p>j. Sales tax \$ _____</p> <p>k. Other: _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>l. Straight line depreciation \$ _____</p> <p>Total Expenses \$ _____</p> <p>Net Income \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or _____</p> <p>Authorized Representative</p> <p>_____ Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

Verification of Unemployment Benefits

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Unemployment Benefits Income of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Benefits</p> <p>1. Are benefits being paid now? Yes No</p> <p>2. If Yes, what is Gross Weekly Payment? \$ _____</p> <p>3. Date of Initial Payment _____</p> <p>4. Duration of Benefits _____ weeks</p> <p>Is claimant eligible for future benefits? Yes No</p> <p>5. If yes, how many weeks? _____ weeks</p> <p>6. If no, what is the termination date of benefits? _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____</p> <p>or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

CERTIFICATION OF ZERO INCOME

(To be completed by adult household members only, if appropriate.)

Household Name: _____ Unit No. _____
Development Name: _____ City: _____

1. I hereby certify that I do not individually receive income from any of the following sources:

- a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
 - b. Income from operation of a business;
 - b. Rental income from real or personal property;
 - d. Interest or dividends from assets;
 - e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
 - f. Unemployment or disability payments;
 - g. Public assistance payments;
 - h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
 - i. Sales from self-employed resources (Avon, Mary Kay, Shaklee, etc.);
 - j. Any other source not named above.
2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.
3. I will be using the following sources of funds to pay for rent and other necessities:

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

Signature of Applicant/Tenant

Printed Name of Applicant/Tenant

Date

Verification of Public Assistance Income

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Public Assistance Income of all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Public Assistance Data Rate per Month</p> <p>Number in family: _____</p> <p>Aid to families with Dependent Children \$ _____</p> <p>General Assistance \$ _____</p> <p>Does this amount include court-awarded support payments? Yes No</p> <p>Amount specifically designated for shelter and utilities \$ _____</p> <p>Other assistance—type: _____ \$ _____</p> <p>Total Monthly Grant \$ _____</p> <p>Other income—Sources: _____ \$ _____</p> <p>Maximum allowance for rent and utilities (as-paid States) \$ _____</p> <p>Amount of public assistance received during past 12 months \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed “HOME Program Eligibility Release Form,” which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

Verification of Social Security Income

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Social Security Benefit Income of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Social Security Data</p> <p>_____ Date of birth</p> <p>_____ Gross monthly Social Security Benefit amount, type of benefit</p> <p>_____ Gross monthly Supplemental Security income payment amount (including State supplement), type of benefit</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

Verification of Income from Military Service

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Military Service Income of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Years _____ and Months _____ of service for pay purposes.</p> <p>Income:</p> <p>Base and Longevity Pay \$ _____</p> <p>Proficiency Pay \$ _____</p> <p>Sea and Foreign Duty Pay \$ _____</p> <p>Hazardous Duty Pay \$ _____</p> <p>Subsistence Allowance \$ _____</p> <p>Quarters Allowance (include only amount contributed by the Government) \$ _____</p> <p>Number of dependents claimed _____</p> <p>Imminent Danger Pay \$ _____</p> <p>Other (explain):</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Veterans Administration Benefits

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Veterans Administration Benefits Income of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Name of Veteran: _____</p> <p>Address: _____</p> <p>Claim No.: _____</p> <p>Date of Birth: _____</p> <p>Service Dates: _____ to _____</p> <p>Benefits Paid to: _____</p> <p>1. Current Benefit Amount \$ _____</p> <p>2. Original Start Date _____</p> <p>3. This amount will increase/decrease to (circle one) \$ _____</p> <p>Date Change Takes Effect _____</p> <p>4. Benefits are for:</p> <p>GI Bill Training</p> <p>Insurance</p> <p>Service Connected Compensation Disability (%) _____</p> <p>Nonservice Pension Death</p> <p>Service Connected Compensation Death</p> <p>Other _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____ Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Alimony or Separation Payments

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Alimony and Separation Payments made to all members of the household applying for participation in the Tenant Based Rental Assistance Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Name of Person Paying Alimony or Separation Payments:</p> <p>_____</p> <p>Address of Person Paying Alimony or Separation Payments:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Name of person being supported:</p> <p>_____</p> <p>Amount of support:</p> <p>\$ _____ Week Month Year</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or</p> <p>Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Child Support Payments

<p>(Name of Program Administrator)</p>	<p>Name of Person Paying Child Support:</p> <p>Address of Person Paying Child Support:</p> <p>Support is for his her children.</p> <p>Name(s) of children being supported:</p> <p>Amount of support:</p> <p>\$ _____ Week Month Year</p>
<p>AUTHORIZATION: Federal Regulations require us to verify Child Support Payments made to all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

Verification for Child Care/Dependent Care

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Child Care/Dependent Care Expenses of all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Child Care/Dependent Care is performed on the following days for the hours indicated for the following person(s): _____</p> <table border="0"> <tr> <td><input type="checkbox"/></td> <td>Mon.</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Tue.</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Wed.</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Thur</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Fri</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Sat</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Sun</td> <td>Hours From</td> <td>AM to PM to</td> <td>AM PM</td> </tr> </table> <p>Total hours per week: _____, per month: _____</p> <p>Amount received for care from the family: \$ _____ <input type="checkbox"/> per week; <input type="checkbox"/> per month</p> <p>Amount received for care from others (if any) \$ _____ <input type="checkbox"/> per week; <input type="checkbox"/> per month</p> <p>Estimated cost of care for the next 12 months (include full-time summer care of school children, if applicable)\$ _____</p>	<input type="checkbox"/>	Mon.	Hours From	AM to PM to	AM PM	<input type="checkbox"/>	Tue.	Hours From	AM to PM to	AM PM	<input type="checkbox"/>	Wed.	Hours From	AM to PM to	AM PM	<input type="checkbox"/>	Thur	Hours From	AM to PM to	AM PM	<input type="checkbox"/>	Fri	Hours From	AM to PM to	AM PM	<input type="checkbox"/>	Sat	Hours From	AM to PM to	AM PM	<input type="checkbox"/>	Sun	Hours From	AM to PM to	AM PM
<input type="checkbox"/>	Mon.	Hours From	AM to PM to	AM PM																																
<input type="checkbox"/>	Tue.	Hours From	AM to PM to	AM PM																																
<input type="checkbox"/>	Wed.	Hours From	AM to PM to	AM PM																																
<input type="checkbox"/>	Thur	Hours From	AM to PM to	AM PM																																
<input type="checkbox"/>	Fri	Hours From	AM to PM to	AM PM																																
<input type="checkbox"/>	Sat	Hours From	AM to PM to	AM PM																																
<input type="checkbox"/>	Sun	Hours From	AM to PM to	AM PM																																
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>																																			
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>																																				

Verification of Pension and Annuities

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Pension and Annuities Income of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Current monthly gross amount of pension or annuity \$ _____</p> <p>Deductions from gross for medical insurance premiums \$ _____</p> <p>Date of initial aware _____</p> <p>Effective date of current amount _____</p> <p>Contributions to company retirement/pension fund \$ _____</p> <p>Amount received in a lump sum \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.</p>	

Verification of Recurring Cash Contributions

<p>(Name of Program Administrator</p> <p>AUTHORIZATION: Federal Regulations require us to verify Recurring Cash Contributions made to all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed</p>	<p>Purpose of Cash Contribution:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Amounts anticipated to be received during the next 12 months:</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p> <p>Date: _____ \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or</p> <p>Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Assets on Deposit

(Name of Program Administrator)	Checking Account No. _____ _____	Average Monthly Balance for Last 6 Months _____ _____	Current Interest rate _____ _____	
AUTHORIZATION: Federal Regulations require us to verify Assets on Deposit of all members of the household applying for participation in the HOME Program that we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.	Savings Accounts _____ _____	Current Balance _____ _____	Current Interest Rate _____ _____	
	Certificate of Deposit Account No. _____ _____	Amount _____ _____	Withdrawal Penalty _____ _____	Current Interest Rate _____ _____
	IRA, Keogh, Retirement Accounts			
	Account No. _____ _____	Amount _____ _____	Withdrawal Penalty _____ _____	Current Interest Rate _____ _____
	Money Market Funds _____ _____	Amount (Average 6-month Balance) _____ _____	Interest Rate _____ _____	
	RELEASE: I hereby authorize the release of the requested information.			
	(Signature of Applicant) Date: _____ Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.	Signature of _____ or Authorized Representative Title: _____ Date: _____ Telephone: _____		
WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.				

Verification of Medical Expenses

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Medical Expenses of all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>This is to certify that</p> <p>anticipates \$_____ in medical expenses over the next 12 months.</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Prescription/Nonprescription Expense

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Prescription and Nonprescription Expenses of all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Prescription expense for the months from _____ to _____.</p> <p>Average yearly cost for prescription medications that are not covered by Medicare or other insurance \$ _____</p> <p>Average yearly cost for nonprescription drug items used for medical reasons (aspirin, pain relief medications taken by mouth or applied to the skin, antacids, etc.) \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____ Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Transportation to Medical Treatment

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Transportation to Medical Treatment for all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Number of Trips to Medical Treatment (yearly) _____</p> <p>Cost per Trip \$ _____</p> <p>Total Expense for Transportation to Medical Treatment \$ _____</p> <p>or _____ miles traveled per year at a cost of _____ cents per mile for a total cost of \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____ (Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

Verification of Full-Time Student Status

<p>(Name of Program Administrator)</p> <p>AUTHORIZATION: Federal Regulations require us to verify Full-Time Student Status of all members of the household applying for participation in the HOME Program which we operate and to reexamine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<p>Individual claiming to a Full-Time Student:</p> <p>_____</p> <p>Name of institution: _____</p> <p>_____</p> <p>Address of institution: _____</p> <p>_____</p> <p>Check applicable box:</p> <p>Referenced individual is is not a full-time student in good standing at this institution.</p> <p>Years remaining to complete Degree or Program:</p> <p>_____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or</p> <p>Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

RECORD OF ORAL VERIFICATION

APPLICANT INFORMATION

Re: _____

Address: _____

Date Received: _____

INFORMATION VERIFIED

Item Verified: _____

Person Contacted: _____

Representing: _____

INFORMATION SUPPLIED

Signature of Person Receiving Verification

Date and Time

Appendix E Sample Format for Calculating Adjusted Income

- | | | |
|---|----------|----------|
| 1. Annual Income | 1 | |
| 2. Number of family members (except head or spouse)
under 18, disabled or full-time students | 2 | |
| 3. Multiply line 2 x 480 | | 3 |
| 4. Child Care deduction
(reasonable expenses for children age 12 and under) | | 4 |

**[If family has disability assistance expenses or qualifies as an elderly family
proceed to line 5; otherwise skip to line 13]**

- | | | |
|--|----------|----------|
| 5. Enter disability assistance expenses | 5 | |
| 6. Multiply line 1 by 0.03 | 6 | |
| 7. Subtract line 6 from line 5, if negative enter 0 | 7 | |
| 8. Enter amount earned by family member enabled to work
as a result of disability assistance expenses | 8 | |
| 9. Enter the lesser of lines 7 or 8
This is the disability assistance allowance | | 9 |

*****FILL IN LINES 10 THROUGH 12 FOR ELDERLY FAMILIES ONLY*****

- | | | |
|---|-----------|--|
| 10. Enter total medical expenses | 10 | |
| 11. Allowable medical expenses | 11 | |
| <ul style="list-style-type: none"> • If household reported no expenses in line 5 enter line 10 minus line 6 • If household reported expense in line 5 but line 7 is zero, enter line 10 minus (line 6 minus line 5) • If household reported expenses in line 7 and line 7 is greater than 0, enter line 10 | | |
| 12. Enter \$400 | 12 | |
| 13. Add lines 3, 4, 9, 11, and 12 | 13 | |
| 14. Subtract line 13 from line 1
This is Adjusted Annual Income | 14 | |
| 15. Take line 14 and divide by 12
This is Monthly Adjusted Income | 15 | |
| 16. Multiply line 15 by 30% or .30
This is 30% of Monthly Adjusted Income | 16 | |
| 17. Multiply line 15 by 40% or .40
This is 40% of Monthly Adjusted Income | 17 | |

Appendix F
Sample Format for Computing Total Tenant Payment and PJ Subsidy
Rental Voucher Model
(Use with Sample Format for Computing Part 5 Adjusted Income)

18. Rent to Owner	<div>18</div>	
19. Utility Allowance	<div>19</div>	
20. Gross Rent (Line 18 + Line 19)		<div>20</div>
21. Payment Standard (Rent Standard)	<div>21</div>	
22. Enter the Lesser of (Line 20) or (Line 21)	<div>22</div>	
23. 30% of Monthly Adjusted Income (Line 16)		<div>23</div>
24. PHA Portion of the rent (Line 22) minus (Line 23)		<div>24</div>
25. Rent to Owner (Line 18)	<div>25</div>	
26. PHA Portion of the rent (enter Line 24)		<div>26</div>
27. Tenant's Portion of the rent (Line 25) minus (Line 26)	<div>27</div>	

IS THIS RENT WITHIN THE GUIDELINES?

28. Tenant's share of the rent (Line 27)	<div>28</div>
29. Utility Allowance (Line 19)	<div>29</div>
30. Total Tenant Payment (Line 28) plus (Line 29)	<div>30</div>
31. Enter 40% of Monthly Adjusted Income (Line 17)	<div>31</div>

Is Line 31 more than line 30? **YES or NO**

If yes, then the rent for this unit is within the guidelines

If no, then the rent for this unit is too high for rental assistance.

Exhibit 3.1 -- 24 CFR Part 5 Annual Income Inclusions

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
2. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; **plus**
 - the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Exhibit 3.2 -- 24 CFR Part 5 Annual Income Exclusions

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Income from employment of children (including foster children) under the age of 18 years. 2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone). 3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions). 4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member. 5. Income of a live-in aide (as defined in 24 CFR 5.403). 6. The full amount of student financial assistance paid directly to the student or to the educational institution. 7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire. 8. (a) Amounts received under training programs funded by HUD.
(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
(c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
(d) Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
(e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training | <ol style="list-style-type: none"> programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program. 9. Temporary, nonrecurring, or sporadic income (including gifts). 10. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era. 11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse). 12. Adoption assistance payments in excess of \$480 per adopted child. 13. For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period. 14. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts. 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit. 16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home. 17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including: <ul style="list-style-type: none"> • The value of the allotment made under the Food Stamp Act of 1977; • Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); |
|---|---|

Exhibit 3.2 -- 24 CFR Part 5 Annual Income Exclusions (Continued)

17. continued

- Payments received under the Alaskan Native Claims Settlement Act;
- Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- Payments from certain submarginal U.S. land held in trust for certain Indian tribes;
- Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- The first \$2,000 of per capita shares received from judgements awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe;
- Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- **EARNED INCOME TAX CREDIT;**
- **THE VALUE OF ANY CHILD CARE PROVIDED OR REIMBURSED UNDER THE CHILD CARE AND DEVELOPMENT BLOCK GRANT ACT OF 1990;**
AND
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs and career intern programs).

HOME RENTAL ASSISTANCE COUPON

TENANT NAME:	Unit Size: *	Coupon No:
Number of Household Members:		Issued On: Expires On:
* This is the number of bedrooms for which the tenant family qualifies.		

1. HOME Rental Assistance Program

This Coupon has been issued by _____ (hereinafter "Program Administrator") to the Tenant identified above who is eligible to participate in the Home Rental Assistance Program. Under this program, the Program Administrator makes monthly payments to a Landlord on behalf of an eligible Tenant. The tenant selects a decent, safe and sanitary dwelling unit and the Program Administrator makes payments to the Landlord to help the Tenant to afford the rent.

When the Program Administrator issues this Coupon, it fully expects to have money available to provide assistance. However, the Program Administrator is under no obligation to the Tenant or the Landlord or any other party until the Program Administrator has approved the unit and entered into an Agreement with the Landlord and the Tenant.

2. Key Steps in Using this Coupon

- a. The Tenant must select a rental unit within the City/County limits of _____ that meets the program's housing quality standards and has a reasonable rent. When the Tenant finds a suitable unit, the Tenant must give the Program Administrator a "Request for Unit Approval" form, signed by the Landlord and also provide a copy of the Landlord's lease.
The Tenant has sixty (60) days to use the Coupon. If a Request for Unit Approval has not been submitted by the expiration date shown above, the Coupon will expire unless the Program Administrator approves an extension.
- b. Tenant households with children under age 6 who choose to select pre-1978 units will be required to conform to lead hazard reduction laws.
- c. After the Program Administrator receives the Request for Unit Approval, the Program Administrator will inspect the unit and review the Landlord's lease. If the unit meets the program's standards and the rent for the unit is reasonable, the Program Administrator will notify the Landlord and the Tenant that the unit has been approved.

If the unit or lease cannot be approved, the Program Administrator will give the Landlord an opportunity to correct the problem, or the Tenant can begin to look for another unit.

- d. The Program Administrator will then work with the Landlord and the Tenant to execute all of the necessary documents as follows:
 - The Landlord and the Tenant must sign a Program Administrator approved lease.
 - The Landlord and the Program Administrator must sign a HOME Coupon Contract.
 - Once all necessary documents have been signed and the Tenant moves into the unit, payments to the Landlord will begin.

3. Security Deposit

The Program Administrator / Tenant (circle one) will pay a security deposit to the Landlord consistent with local market practices. When the Tenant moves out, any reimbursement of the deposit that are due from the Landlord under state and local laws will be paid to (the Program Administrator / the tenant (circle one)).

4. Tenant and Program Administrator Share of the Rent

The portion of the rent payable by the Tenant to the Landlord ("tenant's share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Program Administrator with information about income, assets and other household circumstances that affect the amount the Tenant will pay. The Tenant's Share may change as a result of changes in income or other household circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.

Each month the Program Administrator will make a rental payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's share of the rent.

5. Requirements for Participating Tenants

THE HOUSEHOLD MUST:

- supply information about the household's income, assets, and other circumstances that affect eligibility and the amount of the Tenant's share, and cooperate fully with annual and interim re-examinations;
- allow the Program Administrator to inspect the unit at reasonable times and after giving reasonable notice;
- notify the Program Administrator when any person moves in or out of the unit and before vacating the dwelling unit;
- use the dwelling unit as the household's principal place of residence and solely as a residence for the household; and
- conform to lead base hazard reduction laws if the household consists of children under age 6 and a pre-1978 unit has been selected.

The Tenant must not sub-lease or assign the lease.

6. Length of Coupon Assistance

Assistance under the HOME Rental Assistance Program is not guaranteed. Assistance may be terminated if:

- at any re-examination if the Tenant's income is greater than the published income limit for the program;
- the Tenant is evicted from the assisted unit;
- the Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate with required re-examinations; or
- funding for the [program administrator's] Rental Assistance Program is terminated.

The Program Administrator will give the Tenant at least 30 days notice of termination of assistance.

7. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 424-8590.

ISSUED BY: PROGRAM ADMINISTRATOR'S REPRESENTATIVE	
Name:	Signature:
Date:	Telephone:
ACCEPTED BY COUPON HOLDER	
Name:	Signature:
Date:	Telephone:

HOME RENTAL ASSISTANCE PROGRAM REQUEST FOR UNIT APPROVAL

TENANT NAME & APPLICATION NO.	LANDLORD NAME	NO. OF BEDROOMS
Was unit constructed prior to 1978? <input type="checkbox"/> Yes <input type="checkbox"/> No		Age of Unit (years)
UNIT NO. & ADDRESS		LANDLORD'S ADDRESS Telephone No.

INSTRUCTIONS:

This form should be completed by the Tenant and the Landlord to request the _____ (hereinafter "Program Administrator") of the unit for which the Tenant has elected to receive rental assistance.

Landlord: Please read the sample Lease Addendum and information about Housing Quality Standards provided in the Tenant's Rental Packet. After the Tenant submits this request to the Program Administrator, a staff member will contact you to arrange for an inspection. The Program Administrator is not responsible for any part of the rent prior to unit approval and execution of the HOME Coupon Contract. Please attach a copy of your proposed lease to this form.

Tenant: With the Landlord, fill out this form completely and return it to:

Do not sign a lease until the Program Administrator has inspected and approved the unit.

- (1) **Type of Unit:** ☐ Single Family ☐ Semi-detached/Row House
 ☐ Garden/Walk up ☐ Elevator/High Rise ☐ Mobile Home
- (2) **Most recent rent charged:**
 Were the same utilities/appliances included in the rent: ☐ Yes ☐ No

(3) Utilities and Appliances		Provided by Owner	Provided by Tenant
Heating	(fuel type: _____)	<input type="checkbox"/>	<input type="checkbox"/>
Cooking	(fuel type: _____)	<input type="checkbox"/>	<input type="checkbox"/>
Electric		<input type="checkbox"/>	<input type="checkbox"/>
Hot Water	(fuel type: _____)	<input type="checkbox"/>	<input type="checkbox"/>
Water		<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator		<input type="checkbox"/>	<input type="checkbox"/>
Range		<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection		<input type="checkbox"/>	<input type="checkbox"/>

OWNER CERTIFICATION: By executing this request, the owner agrees that the required Lease Addendum is acceptable and certifies that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Quality Standards (or will be brought to HQS standard before the Rental Assistance Contract is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

Tenant Name (Type or Print)	Landlord Name (Type of Print):
(Signature/Date)	(Signature/Date)

Rent Reasonableness Checklist and Comparison

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

$$\text{Proposed Contract Rent} + \text{Utility Allowance} = \text{Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

NAME:	SIGNATURE:	DATE:
-------	------------	-------

HOME RENTAL ASSISTANCE CONTRACT 01/27/10

LANDLORD NAME & ADDRESS Telephone No.	UNIT NO. & ADDRESS	TENANT NAME
--	--------------------	-------------

This **HOME Rental Assistance Contract** ("Contract") is entered into between the " _____ " (hereinafter "Program Administrator") and the Landlord identified above. This Contract applies only to the Tenant household and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____ and end no later than _____.
The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT

- A. The Tenant / Program Administrator (circle one) will pay a security deposit to the Landlord in the amount of \$ _____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant / Program Administrator (circle one).
- C. The Landlord shall immediately notify the Program Administrator when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND PROGRAM ADMINISTRATOR

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$ _____.
- B. *Rent Adjustments.* With no less than _____ days' notice to the Tenant and the Program Administrator, the owner may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. The proposed rent may be rejected by either the Tenant or the Program Administrator. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the Program Administrator rejects the proposed rent, the Program Administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the Program Administrator, the Tenant's share of the rent shall be \$ _____.
- D. *Program Administrator Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by the Program Administrator, the Program Administrator's share of the rent shall be \$ _____. Neither the Program Administrator nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Program Administrator's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. The Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. The Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. The Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. To the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the Program Administrator determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Coupon Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Program Administrator shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Program Administrator's share of the rent and/or terminate the Contract.
- D. If lead based paint stabilization and/or lead based paint abatement are required in pre-1978 built structures, the work will be provided at the landlord's expense. Safe work practices and lead based paint abatement trained staff will be utilized. This requirement applies only for units where children under age 6 reside.

5. TERMINATION OF TENANCY

- A. The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Program Administrator in writing when eviction proceedings are begun. This may be done by providing the Program Administrator with a copy of the required notice to the tenant.
- B. Following a written notice of non-compliance with TBRA Program requirements, as specified in the Program Administrator's Administrative Plan, which results in a determination of ineligibility of the Tenant, the Program Administrator will provide a written Notice of Termination of the rental subsidy *and HOME Rental Subsidy Contract* to the Landlord and Tenant, no later than thirty (30) days prior to the termination of the subsidy.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Program Administrator and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. PROGRAM ADMINISTRATOR AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the Program Administrator or HUD may reasonably require.
- B. The Landlord shall permit the Program Administrator of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or,
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The Program Administrator's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the Program Administrator determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Program Administrator to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Program Administrator in accordance with this Contract shall be effective as provided in a written notice by the Program Administrator to the Landlord. The Program Administrator exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. HA RELATION TO THIRD PARTIES

- A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.

- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the Program Administrator or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Program Administrator. The Program Administrator shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Program Administrator) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the Program Administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the Program Administrator.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Signature Page:

Landlord Name (Type or Print):	Program Administrator Representative (Type or Print):
Signature _____ Date _____	Signature _____ Date _____

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO:

NAME(S)

SS NO.

ADDRESS

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

January 1, 2023

Mr. Anywhere Landlord
88888 Smith Street
Anywhere, Kansas 66666

Dear Mr. Landlord,

This letter is a 30 day notice of termination of Any Subgrantee Agency TBRA Program monthly rental subsidies for the following tenant:

Jane Smith
777 Doe Street #106
Anywhere, Kansas 66666

The TBRA program contract between Any Subgrantee Agency and Anywhere landlord will terminate January 31, 2011 due to the tenant's non-compliance with program procedures and guidelines that are specified in the Any Subgrantee Agency Housing Administrative Plan. No further Any Subgrantee Agency TBRA rental subsidies will be provided after January 30, 2011 for Ms. Smith at the address provided above.

Thank you for your participation in the TBRA Program.

Sincerely,

Our Town TBRA Coordinator (Name)
TBRA Coordinator

LEASE AGREEMENT

- b. The portion of the Contract Rent payable by the Tenant ("Tenant Rent") shall be an amount determined by **the Program Administrator** in accordance with US Department of Housing and Urban Development (HUD) regulations and requirements. The amount of the Tenant Rent is subject to change as determined by **the Program Administrator** during the term of the Lease. Any change in the amount of the Tenant Rent will be stated in a written notice by **the Program Administrator** to the Tenant and the Landlord, stating the new amount and the effective date of the change. Initially and until such change, the Tenant agrees to pay \$_____ per month to the landlord as the Tenant Rent.
- c. The tenant rent as determined by the Program Administrator is the maximum amount the Landlord can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance and utilities to be provided by the Landlord in accordance with the Lease.
- d. Each month, the Program Administrator will pay a housing assistance payment to the Landlord on behalf of the Tenant Family in accordance with the Contract. The monthly housing assistance payment is the difference between the Contract rent and the tenant rent.
- e. The rent is due on the first day of each month.

3. Security Deposit

The owner may collect a security deposit from the tenant.

- a. The Tenant has deposited the sum of \$_____ with the Landlord as a security deposit. "Security deposit" as used herein means any sum of money specified in this Lease, however denominated, to be deposited with the Landlord by the Tenant as a condition precedent to the occupancy of the Contract Unit, which sum of money, or any part thereof, may be forfeited by the Tenant under the terms of this lease upon occurrence or breach of conditions specified herein.
- b. The Landlord will comply with **HUD** regulations and applicable **Kansas** statutes regarding security deposits received from a Tenant, and shall not collect a security deposit which is more than the security deposit required for unassisted units or in excess of private market practice.
- c. 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) in accordance with the lease as reimbursement for any unpaid tenant rent, damages to the unit or other amounts that the tenant owes under the Lease.
- d. The owner must give the Tenant a list of all items charged against the security deposit, and the amount charged to 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.

4. Maintenance and Utilities: Owner and Family Responsibility

The Landlord shall provide the utilities listed in column (1) below for the dwelling unit without any additional charge to the Tenant. If the utilities are not marked with an X in column (1), they are not included in Contract rent and are paid by the Tenant.

<u>Type of Utility</u>			Column 1
Heating	Gas <input type="checkbox"/>	Electric <input type="checkbox"/>	
Cooking	Gas <input type="checkbox"/>	Electric <input type="checkbox"/>	
Other Electric i.e. lights, outlets, etc.			
Air Conditioning			

Water Heating	Gas <input type="checkbox"/>	Electric <input type="checkbox"/>	
Water			
Sewer			
Trash Collection			
Provides Range			
Provides Refrigerator			
Other (Specify)			

The owner must maintain the contract unit and premises in accordance with **HOUSING QUALITY STANDARDS (HQS)**.

The owner is not responsible for breach of the **HQS** that is caused by any of the following:

The family fails to pay for any utilities that the owner is not required to pay for under the lease, but which are to be paid by the tenant;

The family fails to provide and maintain any appliances that the owner is not required to provide under the lease, but which are to be provided by the tenant; or

Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear).

The family must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease.

5. Purpose

This is a lease between the tenant and the owner.

The family is a participant in the Tenant Based Rental Assistance (hereinafter "TBRA") program. The tenant is the family member who leases the contract unit from the owner. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the TBRA program.

The owner will enter into a Housing Assistance Payment (**HAP**) contract with **the Program Administrator** under the **TBRA** program. The purpose of the **HAP** contract is to assist the tenant to lease a dwelling unit from the owner for occupancy by the family with tenant-based assistance under the **TBRA** program.

6. Lease of Contract Unit

This lease includes word-for-word, all provisions of the lease addendum.

This lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

The Program Administrator has approved the lease for the contract unit. The lease may not be revised unless any lease revision has been approved in writing by **the Program Administrator**.

7. Use and Occupancy of Contract Unit

The family must use the contract unit for residence by the family. The unit must be the family's only residence.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

8. Housing Assistance Payment

a. Grounds

The owner may only terminate the tenancy on the following grounds:

Serious or repeated violation of the terms and conditions of the lease;

Violation of the Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the contract unit and the premises;

Criminal activity (as provided in paragraph b); or

Other good cause.

b. Criminal activity

Any of the following types of criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

Any drug-related criminal activity on or near the premises.

c. Other good cause

"Other good cause" for termination of tenancy by the owner may include, but is not limited to, any of the following examples:

Failure by the tenant family to accept the offer of a new lease or revision;

A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;

The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or

A business or, economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or a desire to rent the unit at a higher rate.

During the **first year** of the lease term, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do. For

example, during this period, the owner may not terminate the tenancy for "other good cause" based on any of the following grounds.

Failure by the family to accept the offer of a new lease or revision;

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

A business or economic reason for termination of the tenancy.

d. Nonpayment by the Program Administrator: Not grounds for termination of the tenancy.

The tenant is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the **TBRA** contract between the owner and **the Program Administrator**.

The **Program Administrator's** failure to pay the housing assistance payment to the owner is not a violation of the lease. During the term of the lease, the owner may not terminate the tenancy-of the family for nonpayment of the **Program Administrator's** housing assistance payment.

e. Eviction by court action.

The owner may only evict the tenant from the contract unit by instituting a court action.

9. Owner Termination Notice

a. Notice of grounds

The owner must give the tenant a notice that specifies the grounds for termination to tenancy. The notice of grounds must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

b. State or local eviction notice

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.

The owner must give **the Program Administrator** a copy of any owner eviction notice to the tenant at the same time the owner gives notice to the tenant.

c. Required termination notice

The owner must give notice of termination in accordance with **Kansas Law**.

Any termination notice required by **HUD** may be combined with or run concurrently with any notice required under State or local law.

10. Offer New Lease

The owner may offer the family a new lease for a term beginning at any time after the initial term. The owner must give the tenant written notice of the offer, with a copy to the **Program Administrator**, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the family. The lease must also be approved by **the Program Administrator**.

11. Lease Termination or Move Out by Family

The Tenant must give a written notice to the Landlord.

The Tenant may terminate the lease without cause at any time after the first year. The tenant must give at least a 30-day notice to the Landlord, effective on the first of the month prior to the move out. A copy must be given to the **Program Administrator**.

The Tenant must notify the **Program Administrator** and the owner before the family moves out of the unit.

12. Execution of the Program Administrator Contract

This lease has been signed by the parties on the expectation that the **Program Administrator** will promptly execute a **TBRA** contract with the owner. This lease shall not become effective unless **Program Administrator** has executed the **TBRA** contract with the owner effective the first day of the month of the lease.

The **TBRA** contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the **TBRA** contract has been executed by the end of this period, this lease shall be void.

13. Prohibited Lease Provisions

The following types of lease provisions are prohibited by **HUD** (if there is any prohibited provision in this lease, the provisions shall be void):

a. Agreement to be sued

Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner, in a lawsuit brought in connection with the lease.

b. Treatment of personal property

Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenants concerning disposition of personal property left in the contract unit after the tenant has moved out. The owner may dispose of this personal property in accordance with State and local law.

c. Excusing owner from responsibility

Agreement by the tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

d. Waiver of notice

Agreement by the tenant that the owner may institute a lawsuit against the tenant without notice to the tenant.

e. Waiver of legal proceedings

Agreement by the tenant that the owner may evict the tenant or household members(1) without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or (2) before a court decision on the rights of the parties.

f. Waiver of jury trial

Agreement by the tenant to waive any right to a trial by jury.

g. Waiver of the right to appeal court decision

Agreement by the Tenant to waive any rights to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Tenant chargeable with cost of legal actions regardless of outcome

Agreement by the tenant to pay the owner's attorney fees or other legal cost even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay cost, if the tenant loses.

14. 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. Landlord warrants that she or he is in compliance with the Fair Housing Act, the Kansas Act Against Discrimination and the Olathe Act Against Discrimination.

15. Conflict with Other Provisions of Lease

If there are any conflicts between the provisions of the lease addendum and any other provisions of this lease, the lease language required by **HUD and by the State of Kansas** shall control.

16. Written Notices

When this lease addendum requires any notice by the tenant or the owner, the notice must be in writing with a copy to **the Program Administrator**.

17. Landlord Warrants

The Landlord warrants at the signing of this Lease that the premises described herein are in compliance with K.S.A. 58-2553 of the Kansas Residential Landlord and Tenant Act which requires compliance with local housing and building codes and maintenance of all systems in good and safe working order. The Landlord shall make all necessary repairs, alterations and improvements to the Contract unit, appliances and furnishings with reasonable promptness at his or her own cost and expense, except as otherwise provided in this Lease

18. Tenant Warrants

The Tenant shall be entitled to the use of the premises for his or her peaceful and quiet enjoyment and beneficial use, except that he or she shall not keep anything on the premises which will effect the validity of standard fire and insurance policies or violate any local building zoning or health code. The property shall also not be used in any manner which tends to interfere with the peaceful possession of adjoining premises by other tenants. The Tenant shall keep that part of the premises that such Tenant occupies and uses as clean and safe as the condition of the premises permit and shall notify the Landlord of repairs as needed. The Tenant shall remove from such Tenant's Contract Unit all ashes, rubbish, garbage and other waste in a clean and safe manner. The Tenant shall keep all plumbing fixtures used by the Tenant in the Contract Unit as clean as their condition permits. The Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, if any, in the premises. The Tenant shall be responsible for any destruction, - defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Tenant or by any person or animal or pet on the premises at any time with express or implied permission or consent of the Tenant. The Tenant shall not be liable for repairs of damages caused by normal wear and tear or negligence on the part of the Landlord. The Tenant shall not engage in, conduct, or allow any person or animal or pet, on the premises with the express or implied permission or consent of the Tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premise by other adjoining tenants. No substantial alteration, addition, improvements or redecoration shall be made by the Tenant in or to his or her Contract Unit without the prior written consent of the Landlord or his or her agent.

19. Substantial Damage To Unit, Not Caused By Tenant

a. If the premises or Contract Unit herein leased are damaged or destroyed by fire or casualty to an extent that the use and habitability of the Contract Unit is substantially impaired and such damage was not caused by the Tenant, the Tenant either:

1. May vacate the premises immediately and shall notify the Landlord in writing within five (5) days thereafter such Tenant's intention to terminate this Lease, in which case this Lease terminates as of the date of vacating; or
2. If continued occupancy is lawful, may vacate any part of the Contract Unit rendered unusable due to fire or casualty, in which case the Tenant's ability for rent is reduced in proportion to the diminution of the fair rental value of the Contract Unit.

b. If this Lease is terminated pursuant to this section, the Landlord shall return that portion of the security deposit recoverable by the Tenant under the Kansas Residential Landlord and Tenant Act, and accounting for rent shall occur as of the date of vacation.

20. Landlord Entry

a. The Landlord shall have the right to enter the Contract Unit at reasonable hours, after reasonable notice to the Tenant, in order to inspect the premises, make necessary agreed to repairs, decoration, alterations or improvements, supply necessary agreed services, or exhibits the Contract Unit to prospective or actual purchase, mortgages, tenant, workman or contractors.

b. The Landlord may enter the Contract Unit without the consent of the Tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

c. The Landlord shall not abuse the right of access or use it to harass the Tenant.

21. Use and Occupancy Of Dwelling Unit

With respect to a tenant using the dwelling unit to conduct business:

____(Tenant's initials) The Tenant agrees not to use or permit the use of the Contract Unit for any purpose other than as a private dwelling unit solely for the Tenant and his or her family and/or dependents. This provision does not apply to reasonable accommodation of the Tenant's guests and visitors whose stay is less than (30) days. Tenant shall notify **the Program Administrator** and the Landlord of any anticipated extended absence from the premises in excess of seven (7) days not later than the first day of the extended absence; or

____(Tenant's initials) The Tenant is permitted to conduct a business activity from the dwelling unit with prior written approval from the landlord and a copy of the approval forwarded to **the Program Administrator**. This provision does not apply to reasonable accommodation of the Tenant's guests and visitors whose stay is less than (30) days. Tenant shall notify **the Program Administrator** and the Landlord of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence.

22. Assigning Or Subletting

The Tenant shall not assign, transfer, sublet or encumber this Lease or any part thereof.

23. Signs And Advertisements

The Tenant shall not display signs or advertisements on leased premises without the prior written consent of the Landlord, nor place obstructions in the entrance and hallways, if any, appurtenant to the leased premises of Contract Unit nor allow children to play therein; nor do, or permit children or guest to do any of the things which will annoy, embarrass, inconvenience or damage the premises, the Landlord or other persons.

24. Rules

The Tenant shall observe and comply with such reasonable rules as the Landlord may prescribe on written notice to the Tenant for the safety, care or cleanliness of the premises and for the comfort, quiet and convenience of other occupants of the building, if any.

25. Eminent Domain

If the leased premises or any part thereof, are taken by virtue of eminent domain, this Lease shall expire on the date when the same shall be so taken and the rent shall be apportioned as of said date. No part of any award for such taking of the leased premises, however, shall belong to the Tenant.

26. Pets

With respect to the keeping of any animal or pet on the premises by Tenant, the following will apply:

27. Waiver

A waiver by the Landlord of any default or breach herein shall not be construed to be a continuing waiver of such default or breach nor as a waiver or permission, express or implied or any other subsequent default or breach.

28. Kansas Landlord And Tenant Act; Applicable Law

All of the provisions of the Kansas Residential Landlord and Tenant Act (K.S.A. 58-2540 et.seq.) to the extent that said provisions are not in conflict with Federal law and regulations, shall apply to and govern this Lease and all particulars for which specific provision is not made fie-rein or permitted herein, and if any provision of this Lease shall be inconsistent with said Act or rendered unenforceable by due process of law, then the provisions of said Act shall govern and the unenforceable portion of this Lease shall be stricken hereafter, however, all of the remaining terms and conditions of this Lease shall remain in full force and effect as between the parties. This Lease constitutes a contract under the laws of the State of Kansas and shall be construed according to and shall be governed by the laws of the State of Kansas.

29. Advice of Independent Counsel

Tenant and Landlord acknowledge that it has been suggested to them that they, each of them individually, seek independent legal counsel's advice as to the terms and conditions of this Lease Agreement.

30. Final Expression Of Agreement

This lease constitutes the final expression of the agreement of the parties hereto and supersedes all previous agreement and understanding, whether written or oral.

31. Definitions

Contract: A contract between the Program Administrator and the owner. The Program Administrator pays housing assistance payments to the owner in accordance with the terms of the contract.

Contract Unit: The housing unit rented by the tenant.

Family: The person(s) who may reside in the unit with assistance under the program.

Housing Quality Standards (HQS). - The HUD minimum quality standards for housing assisted under the TBRA program.

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

HUD requirements. HUD requirements for the TBRA programs. HUD requirements are issued by HUD as regulations, *FEDERAL REGISTER* notices, or other binding program directives.

Lease: The lease to the tenant. The lease includes the lease addendum.

Lease Addendum: The lease language required by HUD. This lease incorporates the HUD lease addendum from HUD-52647.3 revised 9/95 or, if using the landlord's lease must have the lease addendum, HUD- 52647.3 revised 9/95, attached.

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

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

TBRA: A component of the HOME Investment Partnerships Act.

Tenant: The tenant is the family member who leases the contact unit from the owner.

In **WITNESS WHEREOF**, the parties hereto have set their hands unto this Lease Agreement on the date(s) indicated below.

TENANT:

BY: _____
SIGNATURE

DATE SIGNED

PRINT OR TYPE NAME OR FAMILY REPRESENTATIVE

LANDLORD:

PRINT OR TYPE NAME OF LANDLORD

BY: _____

DATE SIGNED

PRINT OR TYPE NAME AND TITLE OR SIGNATORY

**VIOLENCE, DATING VIOLENCE
OR STALKING**

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

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider 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, 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 that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

[Insert Name of Housing Provider]¹

Notice of Occupancy Rights under the Violence Against Women Act²

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.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** 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 **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **[insert name of program or rental assistance]**, 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 **[insert name of program or rental assistance]** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ 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.

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

HP 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 HP chooses to remove the abuser or perpetrator, HP 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, HP 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, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP 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, HP 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, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP 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. HP's emergency transfer plan provides further information on emergency transfers, and HP 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

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP 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. HP 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 HP as documentation. It is your choice which of the following to submit if HP 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 HP 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 HP has agreed to accept.

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

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

Confidentiality

HP 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.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you.

However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

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

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

Attachment: Certification form HUD-XXXXXX **[form approved for this program to be included]**

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of occupancy at this housing complex and/or the execution of renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use, of controlled substance (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant, any member of tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of fire arms, on or near project premises.
6. Violation of the above provisions shall be a Material Violation of the Lease and Good Cause for Termination of Tenancy. A single violation of any of the provisions of the Addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of the Addendum and any other provisions of the lease, the provisions of the Addendum shall govern.
8. This Lease Addendum is incorporated into the Lease executed or renewed this day between Landlord and Tenant.

Tenant Date

Landlord Date

Tenant Date

LEASE ADDENDUM

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. **Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under the _____ (hereinafter "Program Administrator"] HOME Rental Assistance Program. Under the Rental Assistance Program, the Program Administrator will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that the Program Administrator and Landlord will promptly execute a HOME Rental Assistance Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and the Program Administrator, effective the first day of the term of the Lease.

- B. **Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

- C. **Terms of the Lease.** The term shall begin on _____ and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Program Contract by the Program Administrator.

- D. **Rental Assistance Payment.** Each month the [program administrator] will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

E. **Security Deposit**

(1) The Tenant / Program Administrator (circle applicable party) has deposited \$ _____ with the Landlord as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

(2) After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the Lease. The

Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant / Program Administrator (circle applicable party).

F. Utilities and Appliances. The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant. (place X in appropriate column)

UTILITY/APPLIANCE	Included in Rent	Tenant Paid
Trash Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		

G. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the Program Administrator and obtaining the Landlord's permission. Household members:

H. Housing Quality Standards/Lead Based Paint Requirements. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards). Lead based paint policies and procedures will apply in pre-1978 units where children under age 6 and/or pregnant women reside (24 CFR Section 35.1225).

I. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the Program Administrator in writing when eviction proceedings are begun. This may be done by providing the Program Administrator with a copy of the required notice to the Tenant.

J. Prohibited Lease Provision. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.

- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

K. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	

KANSAS HOUSING

May 1, 2023

TBRA Recipient
101 Main Street
Our Town, Kansas 00000

Re: Annual Recertification Sample Letter

Dear TBRA Tenant:

Federal Regulations require *Our Town TBRA Agency Grantee* to recertify the income and expenses of families receiving assistance under the *Tenant Based Rental Assistance Program* on an annual basis. We must verify the family income and complete an inspection of your housing unit.

As part of the recertification process, the enclosed release of information and declaration of income forms must be completed. Medical expense related documentation must also be provided. Eligible medical expenses include payments for health insurance, medical equipment, prescriptions, and doctor and hospital fees. ***(Medical expenses in excess of 3% annual gross income allowed only if the family is classified as elderly or disabled.)*** The family is eligible to submit medical expenses for the year preceding the annual income review.

After the information has been gathered, please call and make an appointment, to meet with me. If you are unable to come to this office, we will make arrangements to meet with you at your home. The recertification must be completed by May 31, 2011. Failure to respond to this notice can and will mean termination from the program.

Please be advised, this is the final year that you may receive assistance from this program. As you were notified in a previous letter, the *Our Town TBRA Agency Grantee* will only provide subsidies for an additional year; your subsidy expires May 31, 2011. To schedule an appointment, please call (785) OUR-TOWN.

Sincerely,

Ms./Mr. Subgrantee
Our Town Housing Authority TBRA Specialist

Income Release Form enclosed for signature
Declaration of income form enclosed

HOME Program Eligibility Release Form

Organization requesting release of information
(PJ name, address, telephone, and date)

Information Covered: Inquires may be made about
items initialed by applicant/tenant.

Purpose: Your signature on this HOME Program Eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:

HOME TBRA Program
HOME Homebuyer Program
HOME Rental Rehabilitation Program
HOME Homeowner Rehabilitation Program

Privacy Act Notice Statement: The Department of Housing and Urban Development (HUD) is requiring the collection of the Information derived from this form to determine the applicant's eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government's financial Interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies when relevant, to civil, criminal, or regulatory Investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this Information by the National Affordable Housing Act of 1990.

Instructions: Each adult member of the household must sign a HOME Program Eligibility Release Form prior to the receipt of benefit and on an annual basis to establish continued eligibility. Additional signatures must be obtained from new adult members whenever they join the household or whenever members of the household become 18 years of age.

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM

4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY

	Verification Required	Initials
Income (all sources)		
Assets (all sources)		
Child Care Expense		
Handicap Assistance Expenses (If applicable)		
Medical Expense (If Applicable)		
Other (list) _____ _____		
Dependent Deduction ____ Full Time Student ____ Handicap/Disable d ____ Family Member Minor Children		

Authorization: I authorize the above-named HOME Participating Jurisdiction and HUD to obtain Information about me and my household that is pertinent to eligibility for participation in the HOME Program.

I acknowledge that:

- (5) A photocopy of this form is as valid as the original.
- (6) I have the right to review the file and the Information received using this form (with a person of my choosing to accompany me).
- (7) I have the right to copy Information from this file and to request correction of information that I believe inaccurate.
- (8) All adult household members will sign this form and cooperate with the owner in this process.

Head of Household-Signature, Printed Name, and Date:
Family Member HEAD

Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #2

x

Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #3

x

Other Adult Member of the Household-Signature, Printed Name and Date:
Family Member #4

x

x

Personal Declaration

Household Information:

Name	Relationship to Head of Household	Social Security Number	Date of Birth	Marital Status
	Head			

Income Information:

Who receives?	Source	Monthly income

Assets Information: (If you answer “yes” to a question, you must specify in the space provided)

1. Do you or anyone in the household own or have any interest in real estate, boat, or mobile home?
Yes No
2. Do you or anyone in the household own stocks, bonds, CD, etc? Yes No.
3. Do you have a savings account? Yes No. If yes, list name of bank and account number.

Other Information: (if you answer “yes” to a question, you must specify in space provided)

1. Does anyone outside of the household pay any of your bills or give you any money? Yes No
2. Have you used any names or social security numbers other than the ones you are currently using?
Yes No
3. Have you ever lived in public housing or participated in another housing program? Yes No

Certification – I/We certify the information given to the housing agency is accurate and correct to the best of my knowledge and belief. I/We understand that any false statements or information are punishable under state and federal laws. I/We further understand that any false statements or information are grounds for termination of housing assistance or tenancy.

Signature of Head of Household and date

Signature of Spouse and date

Other adult member and date

Other adult member and date

Notice of Change – TBRA Payment to Owner/Family Rent to Owner (Sample)

Dated: June 1, 2011

In accordance with Section 5 of the Housing Assistance Payments (HAP) Contract signed between the *TBRA Grantee* and Douglas P. Smith (landlord) for Keith D. Jones, TBRA participant, for the unit located at 2010 Kansas Road, Anywhere, Ks 66614, you are hereby notified that the following change has occurred:

	From:	To:
TBRA Subsidy to Owner	450.00	446.00
Family Rent to Owner	303.00	307.00
Rent Charged by Owner	753.00	753.00

Reason for Change: Annual Recertification (or Interim Recertification)

Effective Date of Change: July 1, 2011

You are further notified that the expiration date of the contract shall not exceed June 30, 2012.

For the family. If you do not agree with this examination, you have ten days from the date of this notice to request an informal hearing. You must make your intentions known by submitting a letter in writing to Local TBRA Grantee Administrator. In the letter, you must state your objections and request a hearing. Mr./Ms. TBRA Grantee Administrator will schedule the hearing for an agreeable time.

Tenant Based Rental Assistance Program

Policy Statement

Lead Based Paint (LBP) Regulations

The HOME Program LBP requirements are set out in §92.356 of the HOME Final Rule. This provision states that units and common areas in HOME-assisted projects are subject to *24 CFR Part 35* and *24 CFR 982.401(j)*, LBP provisions of the Section 8 Housing Quality Standards (HQS). The Kansas Housing Resources Corporation (KHRC) manages a HOME Tenant Based Rental Assistance (TBRA) program throughout the State by contracting with grantees to administer the program. As such, the LBP regulations affect the households assisted with funds through the TBRA program.

The regulations require all intact and non-intact interior and exterior surfaces in HOME-assisted projects must be inspected for the presence of defective paint (i.e., paint that is cracking, scaling, chipping, peeling, or loose). Where defective paint is found, it must be treated to eliminate the hazard. The method of removal and clean-up are prescribed by HUD in the regulations.

In the administration of the TBRA Program, the following guidelines are established to ensure the KHRC HOME TBRA Program is in compliance with HUD's LBP regulations.

Coupon Issuance

- When issuing a TBRA Coupon to a household, the grantee must brief the household on the hazards of lead paint. The following information must be provided:
 - EPA Fact Sheet-“Ten Tips to Protect Children from Pesticide and Lead Poisonings around the House.”
 - Pamphlet – “Protect Your Family From Lead in Your Home.” U.S. Environmental Protection Agency, EPA747-D-94-001, May 1995.
- When issuing a TBRA Coupon to a household, the grantee must provide the following forms. Completion by the head of the household is optional.
 - *Elevated Blood Level Verification Form* – provided by the KHRC
 - *Tenant Notice of Defect/Notice of Elevated Blood Level above 15 ug*

Initial and Annual Inspections

- Grantees must inspect all housing units receiving TBRA funds. An inspection must be completed before the household takes possession of the unit and at least once annually during the term of the rental assistance contract.

To address the LBP regulations, the grantee must inspect the unit using the guidelines set forth in the HQS Inspection, form *HUD-52580-A*, or any other form prescribed by HUD. The inspections must include a visual evaluation for defective paint surfaces. Defective paint surfaces must be treated by covering or removing if the total area of defective paint on a component is:

- More than 20 square feet on an exterior wall;
- More than 2 square feet on an interior or exterior component with a large surface area, including exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls; or,
- More than 10 percent of total surface on an interior or exterior component with a small surface area, including, but not limited to, window sills, baseboards, and trim.

If the inspector identifies lead hazards, the inspector must fail the unit and the owner must treat to eliminate the hazards or the unit will not be approved for assistance. Treatment is removal of the defective paint and repainting of the surface.

- If the owner refuses to treat identified lead hazards, the unit cannot be approved and the household will need to locate a more suitable unit to lease.
- If the owner agrees to treat identified lead hazards, he or she must follow the steps prescribed by HUD and the EPA to address the lead hazards. Trained workers, safe work practices, relocation, and clearance of the unit are required. The owner will be responsible for all expenses incurred while treating identified lead hazards. The grantee must document all activities performed to treat identified lead hazards. Documents such as the lead paint assessment and final clearance report must be provided.
- On-going maintenance requirements must take place including the use of safe work practices and trained maintenance workers.

Rental Assistance Contract / Leasing

- Every unit must pass the HQS inspection before the grantee can sign a rental assistance payments contract with an owner. The rental assistance payments contract cannot be effective until all lead hazards have been addressed and the unit has passed the HQS inspection.
- If the household signs a lease with an owner before the unit passes the inspection, the grantee must notify the household that they are responsible for full contract rent until the effective date of the rental assistance payments contract. Rental assistance cannot be paid retroactive to the effective date of the lease.

Quarterly Reports to Local Health Department (24 CFR Sec.35.1225 (a) and (d)).

- Addresses of all pre-1978 units with children under age 6 and/or pregnant women must be reported to the local health department on a quarterly basis by **TBRA grantees providing rental assistance subsidies** unless the health department states in writing that they do not wish to receive such a report. **Grantees providing security/utility deposit assistance only do not need to file a quarterly report with local/area health department(s).**
- Subgrantees providing rental subsidies shall attempt to obtain from the local health department the names and addresses of children age 6 and under with an identified environmental intervention blood level. If the names and addresses of children age 6 and under with environmental intervention blood levels are obtained from the health department(s) the grantee shall match the children with identified environmental intervention blood levels with the names and addresses of families receiving TBRA assistance unless the public health department performs such a matching procedure.
- Within 15 days after being notified by a public health department or other medical health care provider that a child of less than 6 years of age living in a TBRA assisted unit has been identified as having an environmental intervention blood level, the subgrantee will complete a risk assessment of the dwelling unit in which the child lived at the time the blood was last sampled.

SAMPLE QUARTERLY REPORT TO HEALTH DEPARTMENT-RENTAL SUBSIDIES ONLY

July 18, 2011

Our Town's County Health Department
209 West 2nd Ave.
Our Town, Kansas 66600

To Whom It May Concern:

Our Town TBRA Awardee is a subgrantee of the Kansas Housing Resources Corporation Tenant Based Rental Assistance (TBRA) Program. Federal regulations governing the TBRA program include lead based paint regulation 24 CFR Sec. 35.122 (a) and (d).

Federal lead based paint regulations require Our Town to report all pre-1978 addresses with children under age 6 to area health departments on a quarterly basis. The regulations state that Our Town must also attempt to obtain the addresses of children age six and under with an identified environmental intervention blood level from area health departments.

This quarterly reporting period is from April-June 2011. Address of pre-1978 units with children under age six include the following:

404 East 11 th	Our Town, Kansas	5000 West Walnut	Our Town, Kansas
911 South Elm	Our Town, Kansas	56 EZ Street	Our Town, Kansas

Please provide a list of addresses in our service area (Our County) where children under age six have an identified environmental intervention blood level.

Should you decide that you do not wish to receive the addresses of pre 1978 units with children under age six in quarterly reports and/or provide the addresses requested please send a letter to us indicating that you do not wish to receive/provide this information. The letter is required documentation for our federally funded TBRA files.

Sincerely,

Our Town TBRA Coordinator (Name)
TBRA Coordinator

Lead Based Paint Regulations
Revised June 21, 2004
SUBPART M TENANT BASED RENTAL ASSISTANCE
Rental Assistance Subsidy Regulations*
(*See attachment for Security/Utility Deposit Subsidy Regulations)

TITLE 24--HOUSING AND URBAN DEVELOPMENT PART 35 LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES

HUD Lead Safe Housing Rule, 24 CFR 35, subparts B through R, reflecting changes made by the technical amendment issued June 21, 2004 (69 Federal Register 34262-34276).

Subpart M-Tenant-Based Rental Assistance

Source: 64 FR 50216, Sept. 15, 1999, unless otherwise noted.

Sec. 35.1200 Purpose and applicability.

(a) Purpose. The purpose of this subpart M is to establish procedures to eliminate as far as practicable lead-based paint hazards in housing occupied by families receiving tenant-based rental assistance. Such assistance includes tenant-based rental assistance under the Section 8 certificate program, the Section 8 voucher program, the HOME program, the Shelter Plus Care program, the Housing Opportunities for Persons With AIDS (HOPWA) program, and the Indian Housing Block Grant program. Tenant-based rental assistance means rental assistance that is not attached to the structure.

(b) Applicability. (1) This subpart applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age, including on-site play areas and child care facilities.

(2) For the purposes of the Section 8 tenant-based certificate program and the Section 8 voucher program:

(i) The requirements of this subpart are applicable where an initial or periodic inspection occurs on or after September 15, 2000; and

(ii) The PHA shall be the designated party.

(3) For the purposes of formula grants awarded under the Housing Opportunities for Persons with AIDS Program (HOPWA) (42 U.S.C. 12901 et seq.):

(i) The requirements of this subpart shall apply to activities for which program funds are first obligated on or after September 15, 2000; and

(ii) The grantee shall be the designated party.

(4) For the purposes of competitively awarded grants under the HOPWA Program and the Shelter Plus Care program (42 U.S.C. 11402-11407) tenant-based rental assistance component:

(i) The requirements of this subpart shall apply to grants awarded pursuant to Notices of Funding Availability published on or after September 15, 2000; and

(ii) The grantee shall be the designated party.

(5) For the purposes of the HOME program:

(i) The requirements of this subpart shall not apply to funds which are committed in accordance with Sec. 92.2 of this title before September 15, 2000; and

(ii) The participating jurisdiction shall be the designated party.

(6) For the purposes of the Indian Housing Block Grant program:

(i) The requirements of this subpart shall apply to activities for which funds are first obligated on or after September 15, 2000; and

(ii) The IHBG recipient shall be the designated party.

(7) The housing agency, grantee, participating jurisdiction, or IHBG recipient may assign to a subrecipient or other entity the responsibilities of the designated party in this subpart.

[64 FR 50216, Sept. 15, 1999; 65 FR 3387, Jan. 21, 2000]

Sec. 35.1205 Definitions and other general requirements.

Definitions and other general requirements that apply to this subpart are found in subpart B of this part.

Sec. 35.1210 Notices and pamphlet.

(a) Notice. In cases where evaluation or paint stabilization is undertaken, the owner shall provide a notice to residents in accordance with Sec. 35.125. A visual assessment alone is not considered an evaluation for purposes of this part.

(b) Lead hazard information pamphlet. The owner shall provide the lead hazard information pamphlet in accordance with Sec. 35.130.

Sec. 35.1215 Activities at initial and periodic inspection.

(a) (1) During the initial and periodic inspections, an inspector acting on behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint.

(2) For tenant-based rental assistance provided under the HOME program, visual assessment shall be conducted as part of the initial and periodic inspections required under Sec. 92.209(i) of this title.

(b) The owner shall stabilize each deteriorated paint surface in accordance with Sec. 35.1330(a) and (b) before commencement of assisted occupancy. If assisted occupancy has commenced prior to a periodic inspection, such paint stabilization must be completed within 30 days of notification of the owner of the results of the visual assessment. Paint stabilization is considered complete when clearance is achieved in

accordance with Sec. 35.1340. If the owner does not complete the hazard reduction required by this section, the dwelling unit is in violation of Housing Quality Standards (HQS) until the hazard reduction is completed or the unit is no longer covered by this subpart because the unit is no longer under a housing assistance payment (HAP) contract with the housing agency.

(c) The owner shall provide a notice to occupants in accordance with Sec. 35.125(b)(1) and (c) describing the results of the clearance examination.

(d) The designated party may grant the owner an extension of time to complete paint stabilization and clearance for reasonable cause, but such an extension shall not extend beyond 90 days after the date of notification to the owner of the results of the visual assessment.

Sec. 35.1220 Ongoing lead-based paint maintenance activities.

Notwithstanding the designation of the PHA, grantee, participating jurisdiction, or Indian Housing Block Grant (IHBG) recipient as the designated party for this subpart, the owner shall incorporate ongoing lead-based paint maintenance activities into regular building operations in accordance with Sec. 35.1355(a).

Sec. 35.1225 Child with an environmental intervention blood lead level.

(a) Within 15 days after being notified by a public health department or other medical health care provider that a child of less than 6 years of age living in an assisted dwelling unit has been identified as having an environmental intervention blood lead level, the designated party shall complete a risk assessment of the dwelling unit in which the child lived at the time the blood was last sampled and of the common areas servicing the dwelling unit. The risk assessment shall be conducted in accordance with Sec. 35.1320(b). When the risk assessment is complete, the designated party shall immediately provide the report of the risk assessment to the owner of the dwelling unit. If the child identified as having an environmental intervention blood lead level is no longer living in the unit when the designated party receives notification from the public health department or other medical health care provider, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit, or the designated party conducted a risk assessment of the unit and common areas servicing the unit between the date the child's blood was last sampled and the date when the designated party received the notification of the environmental intervention blood lead level, the requirements of this paragraph shall not apply.

(b) Verification. After receiving information from a source other than a public health department or other medical health care provider that a child of less than 6 years of age living in an assisted dwelling unit may have an environmental intervention blood lead level, the designated party shall immediately verify the information with a public health department or other medical health care provider. If that department or provider verifies that the child has an environmental intervention blood lead level, such verification shall constitute notification to the designated party as provided in paragraph (a) of this section, and the designated party shall take the action required in paragraphs (a) and (c) of this section.

(c) Hazard reduction. Within 30 days after receiving the risk assessment report from the designated party or the evaluation from the public health department, the owner shall complete the reduction of identified lead-based paint hazards in accordance with Sec. 35.1325 or Sec. 35.1330. Hazard reduction is considered complete when clearance is achieved in accordance with Sec. 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement or when the public health department certifies that the lead-based paint hazard

reduction is complete. If the owner does not complete the hazard reduction required by this section, the dwelling unit is in violation of Housing Quality Standards (HQS).

(d) Notice of evaluation and hazard reduction. The owner shall notify building residents of any evaluation or hazard reduction activities in accordance with Sec. 35.125.

(e) Reporting requirement. The designated party shall report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 working days of being so notified by any other medical health care professional.

(f) Data collection and record keeping responsibilities. At least quarterly, the designated party shall attempt to obtain from the public health department(s) with area(s) of jurisdiction similar to that of the designated party the names and/or addresses of children of less than 6 years of age with an identified environmental intervention blood lead level. At least quarterly, the designated party shall also report an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the same public health department(s), except that the report(s) to the public health department(s) is not required if the health department states that it does not wish to receive such report. If it obtains names and addresses of environmental intervention blood lead level children from the public health department(s), the designated party shall match information on cases of environmental intervention blood lead levels with the names and addresses of families receiving tenant-based rental assistance, unless the public health department performs such a matching procedure. If a match occurs, the designated party shall carry out the requirements of this section.

Lead based Paint Regulations
Revised June 21, 2004

SUBPART K TENANT BASED RENTAL ASSISTANCE
(Security and Utility Deposit Programs)

***M5. HOME SECURITY DEPOSIT ASSISTANCE:** If a Participating Jurisdiction uses HOME funds for a security deposit assistance program, what lead-based paint requirements apply?

In the HOME Program, security deposit assistance is a form of tenant-based rental assistance. Consequently, it might be expected that subpart M of the lead-based paint regulation would apply to these programs. However, Subpart M is intended to apply to housing that receives ongoing tenant-based rental assistance rather than limited, one-time assistance such as security deposit assistance. **Because security deposit assistance does not constitute an ongoing relationship with a Federal housing program, the requirements of subpart K apply.** The applicable requirements are visual assessment for deteriorated paint and stabilization of any deteriorated paint, followed by clearance and notice of clearance results.

*Interpretive Guidance on HUD's Lead Safe Housing Rule: The HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally Owned Housing Being Sold (24 CFR Part 35) Revised June 21, 2004 (Office of Healthy Homes and Lead Hazard Control Washington, DC 20410 www.hud.gov/offices/lead).

TITLE 24--HOUSING AND URBAN DEVELOPMENT PART 35 LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES

HUD Lead Safe Housing Rule, 24 CFR 35, subparts B through R, reflecting changes made by the technical amendment issued June 21, 2004 (69 Federal Register 34262-34276).

Subpart K-Acquisition, Leasing, Support Services, or Operation
Source: 64 FR 50214, Sept. 15, 1999, unless otherwise noted.

Sec. 35.1000 Purpose and applicability.

(a) The purpose of this subpart K is to establish procedures to eliminate as far as practicable lead-based paint hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. Acquisition, leasing, support services, and operation do not include mortgage insurance, sale of federally-owned housing, project-based or tenant-based rental assistance, rehabilitation assistance, or assistance to public housing. For requirements pertaining to those activities or types of assistance, see the applicable subpart of this part.

(b) The grantee or participating jurisdiction may assign to a subrecipient or other entity the responsibilities set forth in this subpart.

(c)(1) The requirements of this subpart shall not apply to HOME funds, which are committed to a specific project in accordance with Sec. 92.2 of this title before September 15, 2000. Such projects shall be subject to the requirements of Sec. 92.355 of this title that were in effect at the time of project commitment, or the requirements of this subpart.

(2) For purposes of the CDBG Entitlement program and the Indian Housing Block Grant program, the requirements of this subpart shall apply to activities (except those otherwise exempted) for which funds are first obligated on or after September 15, 2000. For the purposes of the State, HUD-Administered

Small Cities, and Insular Areas CDBG programs, the requirements of this subpart shall apply to all covered activities (except those otherwise exempted) for which grant funding is awarded to the unit of local government by the State or HUD, as applicable, on or after September 15, 2000. For the purposes of the Emergency Shelter Grant Program (42 U.S.C. 11371-11378) and the formula grants awarded under the Housing Opportunities for Persons with AIDS Program (HOPWA) (42 U.S.C. 12901 et. seq.), the requirements of this subpart shall apply to activities for which program funds are first obligated on or after September 15, 2000.

(3) For the purposes of competitively awarded grants under the HOPWA Program and the Supportive Housing Program (42 U.S.C. 11481-11389), the requirements of this subpart shall apply to grants awarded under Notices of Funding Availability published on or after September 15, 2000.

(4) For the purposes of the Indian CDBG program (Sec. 1003.607 of this title), the requirements of this subpart shall not apply to funds whose notice of funding availability is announced or funding letter is sent before September 15, 2000. Such project grantees shall be subject to the regulations in effect at the time of announcement or funding letter.

[64 FR 50213, Sept. 15, 1999; 65 FR 3387, Jan. 21, 2000]

Sec. 35.1005 Definitions and other general requirements.

Definitions and other general requirements that apply to this subpart are found in subpart B of this part.

Sec. 35.1010 Notices and pamphlet.

(a) Notice. In cases where evaluation or hazard reduction, including paint stabilization, is undertaken, each grantee or participating jurisdiction shall provide a notice to residents in accordance with Sec. 35.125. A visual assessment is not considered an evaluation for purposes of this part.

(b) Lead hazard information pamphlet. The grantee or participating jurisdiction shall provide the lead hazard information pamphlet in accordance with Sec. 35.130.

Sec. 35.1015 Visual assessment, paint stabilization, and maintenance.

If a dwelling unit receives Federal assistance under a program covered by this subpart, each grantee or participating jurisdiction shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:

(a) A visual assessment of all painted surfaces in order to identify deteriorated paint;

(b) Paint stabilization of each deteriorated paint surface, and clearance, in accordance with Secs. 35.1330(a) and (b), before occupancy of a vacant dwelling unit or, where a unit is occupied, immediately after receipt of Federal assistance; and

(c) The grantee or participating jurisdiction shall require the incorporation of ongoing lead-based paint maintenance activities into regular building operations, in accordance with Sec. 35.1355(a), if the dwelling unit has a continuing, active financial relationship with a Federal housing assistance program, except that mortgage insurance or loan guarantees are not considered to constitute an active programmatic relationship for the purposes of this part.

(d) The grantee or participating jurisdiction shall provide a notice to occupants in accordance with Secs. 35.125(b)(1) and (c), describing the results of the clearance examination.

Sec. 35.1020 Funding for evaluation and hazard reduction.

The grantee or participating jurisdiction shall determine whether the cost of evaluation and hazard reduction is to be borne by the owner/ developer, the grantee or a combination of the owner/developer and the grantee, based on program requirements and local program design.



Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home

These simple steps can help you save children from environmental hazards around the home:

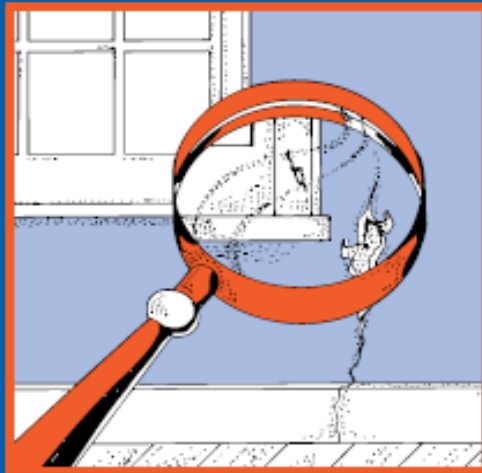
1. Always store pesticides and other household chemicals, including chlorine bleach, out of children's reach -- preferably in a locked cabinet.
2. Always read directions carefully because pesticide products, household cleaning products, and pet products can be "dangerous" or ineffective if too much or too little is used.
3. Before applying pesticides or other household chemicals, remove children and their toys, as well as pets, from the area. Keep children and pets away until the pesticide has dried or as long as is recommended on the label.
4. If your use of a pesticide or other household chemical is interrupted (perhaps by a phone call), properly reclose the container and remove it from children's reach. Always use household products in child-resistant packaging.
5. Never transfer pesticides to other containers that children may associate with food or drink (like soda bottles), and never place rodent or insect baits where small children can get to them.
6. When applying insect repellents to children, read all directions first; do not apply over cuts, wounds or irritated skin; do not apply to eyes, mouth, hands or directly on the face; and use just



enough to cover exposed skin or clothing, but do not use under clothing.

7. Wash children's hands, bottles, pacifiers and toys often, and regularly clean floors, window sills, and other surfaces to reduce potential exposure to lead dust.
8. Get your child tested for lead if you suspect he or she has been exposed to lead in either your home or neighborhood.
9. Inquire about lead hazards. When buying or renting a home or apartment built before 1978, the seller or landlord is now required to disclose known lead hazards.
10. If you suspect that lead-based paint has been used in your home or if you plan to remodel or renovate, get your home tested. Do not attempt to remove lead paint yourself. Call 1-(800)-424-LEAD for guidelines.

For more information about pesticides, call the National Pesticide Telecommunications Network at 1-(800) 858-7378. To order publications, call the National Center for Environmental Publications and Information at 1-(800) 490-9198. For more information about lead, call the National Lead Information Center at 1-(800) LEADFYI, (in the District of Columbia, call (202) 833-4726). For information about how to get your home or child tested for lead poisoning, call your local/state health department.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

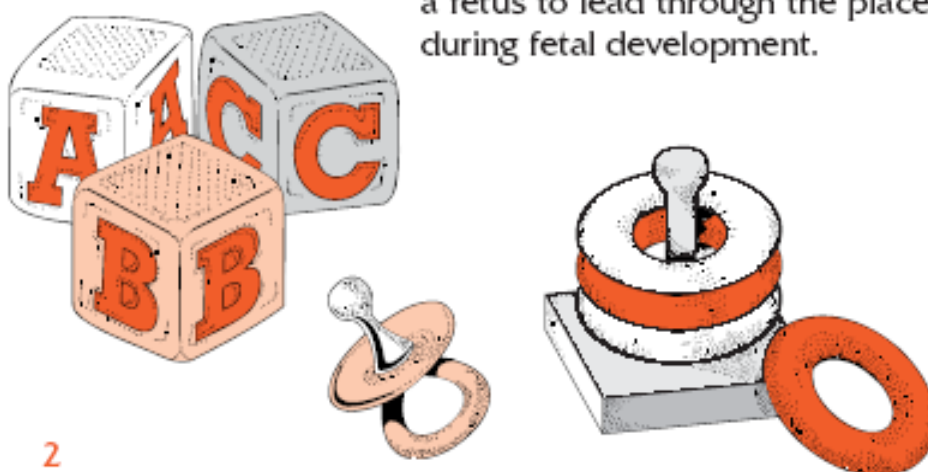
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

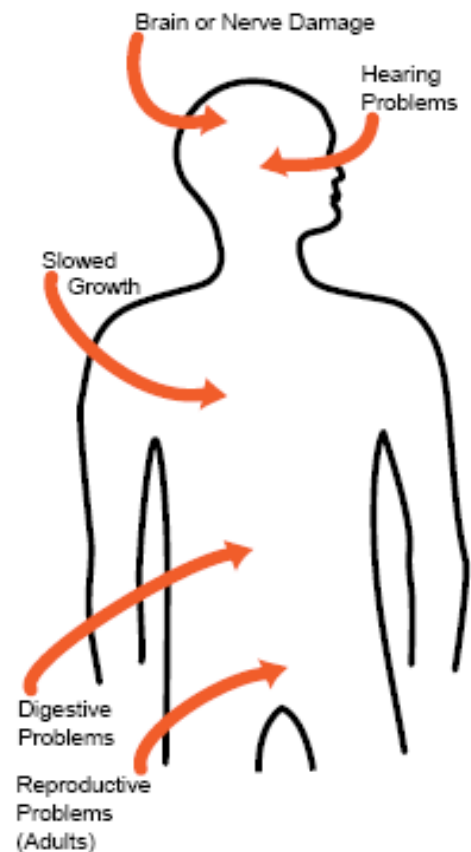
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

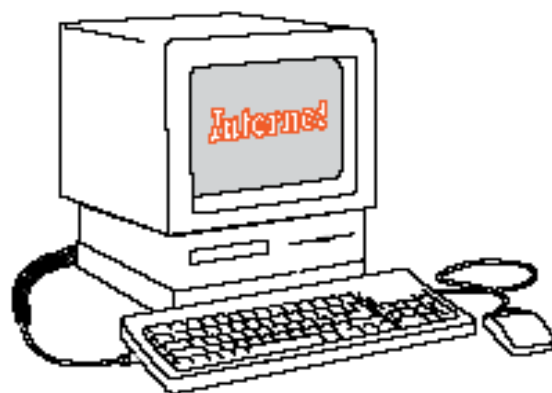


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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(minimum 50% postconsumer) process chlorine free.

NOTICE OF DEFECT/NOTICE OF ELEVATED BLOOD LEVEL ABOVE 15 µg

Tenant: Send this Notice by Certified Mail, Return Receipt Requested or hand deliver this Notice and get a signature from the Property Owner or the Property Owner's Agent or Manager.

To: _____ From: _____
Name of Property Owner/Manager/Agent Name of Tenant

Street Address and Unit #

City State Zip

Telephone – Day Evening

This is to notify you to perform Risk Reduction Treatments because:

___ A child under the age of six years or a pregnant woman at this address has a blood lead level of 15 micrograms or more per deciliter of blood.

AND/OR

___ The following defects require your attention:

Chipping, Peeling, Flaking Paint

This room, _____ has chipping, peeling or flaking paint on the: ___ Walls/Ceiling ___ Window Sills ___ Window Wells ___ Window Frames ___ Porch ___ Door/Door Frame	This room, _____ has chipping, peeling or flaking paint on the: ___ Walls/Ceiling ___ Window Sills ___ Window Wells ___ Window Frames ___ Porch ___ Door/Door Frame	This room, _____ has chipping, peeling or flaking paint on the: ___ Walls/Ceiling ___ Window Sills ___ Window Wells ___ Window Frames ___ Porch ___ Door/Door Frame	This room, _____ has chipping, peeling or flaking paint on the: ___ Walls/Ceiling ___ Window Sills ___ Window Wells ___ Window Frames ___ Porch ___ Door/Door Frame
---	---	---	---

Structural Defects

This area, _____ has the following structural defects: ___ Leaking Ceiling ___ Leaking Roof ___ Leaking Plumbing ___ Other _____ _____ _____	This area, _____ has the following structural defects: ___ Leaking Ceiling ___ Leaking Roof ___ Leaking Plumbing ___ Other _____ _____ _____	This area, _____ has the following structural defects: ___ Leaking Ceiling ___ Leaking Roof ___ Leaking Plumbing ___ Other _____ _____ _____	This area, _____ has the following structural defects: ___ Leaking Ceiling ___ Leaking Roof ___ Leaking Plumbing ___ Other _____ _____ _____
---	---	---	---

Property Owner/Manager/Agent Signature

I, _____ owner/agent of the owner, manager of the above noted property (circle one) hereby acknowledge receiving this Notice of Defect/EBL.

Signature _____ Print Name _____ Date _____

Elevated Blood Level
Verification Form
(Optional Form. Signature cannot be required)

Applicants and participants on the Tenant Based Rental Assistance Program may complete the following.
Lead paint can be a hazard to the health and welfare of children.

List all children in your household:

Name	Birthdate	Elevated Blood Level	
_____	_____	yes <input type="checkbox"/>	no <input type="checkbox"/>
_____	_____	yes <input type="checkbox"/>	no <input type="checkbox"/>
_____	_____	yes <input type="checkbox"/>	no <input type="checkbox"/>
_____	_____	yes <input type="checkbox"/>	no <input type="checkbox"/>
_____	_____	yes <input type="checkbox"/>	no <input type="checkbox"/>
_____	_____	yes <input type="checkbox"/>	no <input type="checkbox"/>

If expecting a child within the next nine months, please list expectant date _____

There are no children in my household ☐

Signature date

Lead Based Paint Disclosure Form

I verify that I have received the following Lead Based Paint related documents during the briefing conducted _____ (Date).

- **Protect Your Family from Lead in Your Home**
- **Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home**
- **Elevated Blood Level Verification Form** – provided by the KHRC (optional signature).
- **Tenant Notice of Defect/Notice of Elevated Blood Level above 15 ug** (tenant takes with them for possible lead based paint identification in the unit in the future.)

Tenant (Print Name): _____

Tenant Signature: _____

TBRA Administrator Signature: _____

Date of Briefing: _____

KANSAS HOUSING

HOME Program

Tenant Based Rental Assistance

Project Set-up Report

Complete this form for all Tenant Based Rental Assistance Projects and mail to:

Kansas Housing Resources Corporation

611 South Kansas, Suite 300

Topeka, Kansas 66603-3803

Mark the appropriate box:

☐ Original Submission

☐ Revision-Project # _____

Effective Project Date: _____

Part A. Housing Agency and Project Information

Name of Grantee:

Name of Person Completing Form:

Grant Number: M- - - -

Phone Number:

Area Code - - -

Term of Contract-Months

County Code for Household

Type of Contract

☐
☐

Owner ☐

Tenant ☐

HUD HOME funds used in addition to TBRA? (CHDO, HR)
Yes ☐ No ☐

Part B. Household Characteristics

Tenant Name

Tenant TBRA Street Address

Last First M.I.

Street

City

Zip

Tenant Social Security Number - - -

Landlord (Name)

Race/Ethnicity of Head of Household

Household Size (Total Number)

Bedroom Size

Tenant Contribution (A)

TBRA Subsidy Amount (B)

Total Rent-(C) (A+B)

% Are Median Income

(See Code Below)

Race/Ethnicity Code

11= White

12=Black/African American

13=Asian

14=American Indian/Alaska Native

15=Native Hawaiian/Other Pacific Islander

16=American Indian/Alaska Native & White

17=Asian & White

18=Black/African American & White

19=American Indian/Alaska Native & Black/

African American

20=Other Multi-Racial

Hispanic? (Yes or No for this household in addition to race code indicated above)

☐ Yes ☐ No

☐

☐

☐

☐

☐

☐

Head of Household (Code Below)

Head of Household Code

1=Single/Non Elderly

2=Elderly One or Two Persons

3=Related/Single Parent

2-4 Persons

4=Related/Two Parent

2-4 Persons

5=Large Related 5 or more

6=Other

Consolidated Plan

Non-Homeless ☐

Homeless Individual ☐

Homeless Family ☐

Chronically Homeless?*

Yes ☐ No ☐

*(Homeless for at least one year or four or more homeless episodes in last 3 Years)

Special Needs

MI, SPMI,

Other

Disability.

☐ Yes ☐ No

Monthly Gross Income

Lead Based Paint

Was Unit built before 1978?

Yes ☐ No ☐

If Yes, Number of Children under Age 6?

If Yes, Pregnant Women in Household? Yes ☐ No ☐

Median Income Code

1=0-30%

2=31-50%

3=51-60%

4=61-80%

5=81% and Over

Short term TBRA subsidy for security deposit only with no additional rental housing subsidy?

Yes ☐ No ☐

Part C. HOME Funds for Project

Description	Amount	State of Kansas Use Only
Subsidy Amount (Term of Contract x Subsidy Amount) \$ _____ Per Month x _____ Months Assistance		Project/MITAS Number
Pro-rata Amount (One Partial Month Assistance if Applicable)		Date of Set-Up
Security Deposit		Grant Year
Utility Deposit		
Subsidy Expended to Date (Total tenant dollars received from KHRC to date for this tenant project number if revision for existing tenant)		CPS #
Total Funds Requested (Add/Include Subsidy Expended to Date if Revision)		

Part D. HOME TENANT SUBSIDY WORKSHEET

Monthly Gross Rent	Monthly Adjusted Income	FMR	30 % Adjusted Monthly Income	Maximum HOME Subsidy (FMR-30% Adjusted Monthly Income)	Unit Rent	Total Tenant Payment
		Unit Size-BRs				

KANSAS HOUSING

HOME Program Tenant Based Rental Assistance Project Close-Out

This form shall be used in the close-out of a family who has received Tenant Based Rental Assistance

Mail completed form to:
Kansas Housing Resources Corporation
611 S. Kansas, Suite 300
Topeka, KS 66603-3803

Name of PHA:

Grant Number:

Project Number:

Tenant Family Name:

Tenant Social Security Number:

Total HOME Dollars Expended:

Describe the circumstances concerning termination of this project. Provide the date the project close-out became effective for the tenant:

Name of Authorized Signatory

Title

Signature

Date

KANSAS HOUSING

HOME Program Tenant Based Rental Assistance Quarterly Progress Report

This form shall be used to provide the Kansas Housing Resources Corporation a comprehensive report on Tenant Based Rental Assistance activities. **This report is due on the tenth day of the months of January, April, July, and October.**

Mail completed form to:
Kansas Housing Resources Corporation
Attn: Carolyn Rebek, Program Manager
611 South Kansas, Suite 300
Topeka, Kansas 66603-3803

Grantee Data

Grantee Name:	Grant Number:	Original Grant Amount:
Grantee Phone:		
Designate the Report Number in the space to the right by designating the quarter number followed by the year. October is 1, January is 2, April is 3, and July is 4.	Report Number:	Date submitted:

Financial Data

	Quarter	Total to Date
HAP Payment Drawdown		
Security Deposit Drawdown		
Utility Deposit Drawdown		
Administrative Fund Drawdown		
Total Amount of Drawdown		
Program Income Expended-Projects		
Program Income Expended-Administration		
Total Program Income Expended		

Other Data

	Quarter	Total to Date
Number of Families Receiving TBRA		
Number of Individuals Receiving TBRA		
Number of Homeless Families Assisted		
Number of Homeless Individuals Assisted		

Name of Person
Completing Quarterly Report

Signature

Date

KANSAS HOUSING

Tenant Based Rental Assistance HOME Program Grant Completion Report

This form shall be used to provide the Kansas Housing Resources Corporation a comprehensive report on Tenant Based Rental Assistance activities. **This report is due sixty (60) days after all projects are closed and final draw is made.**

Mail Completed form to:
Kansas Housing Resources Corporation
Attn: Carolyn Rebek, Program Manager
611 S. Kansas Ave., Suite 300
Topeka, Ks 66603-3803

Grantee Data

Grantee Name:	Grant Number:	Original Grant Amount:
	Report Type: Final	Date Submitted:

Financial Data

	Last Quarter	Final Total
HAP Payment Drawdown		
Security Deposit Drawdown		
Utility Deposit Drawdown		
Administrative Fund Drawdown		
Total Amount of Drawdown		
Program Income Expended-Projects		
Program Income Expended-Administration		
Total Program Income Expended		

Other Data

	Last Quarter	Final Total
Number of Families Receiving TBRA		
Number of Individuals Receiving TBRA		
Number of Homeless Families Assisted		
Number of Homeless Individuals Assisted		

Name of Person completing report

Signature

Date

KANSAS HOUSING

TBRA PROGRAM MONITORING CHECKLIST PROGRAM POLICIES AND PROCEDURES

Reviewer: _____

Date: _____

Questions	Answer		Notes
	Y	N	
A. PROGRAM POLICIES AND PROCEDURES			
1. Is the program administered in a manner consistent with the Consolidated Plan?			
a. if not, did the PJ receive approval to modify the program's design?			
2. Is there an adequate written program description for the program?			
3. Are there adequate procedures for making the program description available to the public?			
B. OUTREACH			
4. Is there an acceptable outreach and marketing plan?			
5. Is the outreach plan being implemented?			
C. PARTICIPANT SELECTION			
6. Is a tenant selection policy on file that provides equal opportunities for the targeted population?			
7. Are there procedures to ensure that all applicants get fair consideration for assistance?			
8. Are adequate application forms used?			
9. Based on a review of case files, has there been proper determination and documentation of the eligibility of program participants?			
10. Do 90 percent of all program participants have incomes at or below 60 percent of area median income?			
11. Are there adequate procedures for determining and documenting participant eligibility?			
a. Is the correct definition of annual income used?			
b. Do files contain the appropriate documentation to verify each household's income eligibility?			
12. Are there established selection criteria?			
13. Are the local preferences structured in a non-discriminatory way?			
14. Do tenant selection criteria assign weights consistently to any preferences? (if applicable)			
15. Is there a clearly established method of determining which households should receive offers and in what order?			
16. Is the offer date consistently documented in applicant files?			
17. Do case files contain the following required documents:			
a. Program contract			
b. Lease			
c. Total tenant payment			
d. Annual income recertification			
e. Documentation of termination reason/effective date			

Questions	Answer		Notes
	Y	N	
18. Do program case files document unit compliance with local codes and standards and Section 8 HQS: a. At initial occupancy? b. At annual reinspection? c. After any code related complaint?			
19. Do program case files document that units meet the following qualifications: a. Unit is located within the proper jurisdiction or approved program area? b. Unit is not an owner-occupied cooperative unit?			
20. Based on a review of case files, are rents for participating units reasonable compared to similar unassisted units?			
21. Is there a system for ensuring that rents are reasonable by comparing them to similar units?			
22. Does a spot-check of comparable units indicate that the units are actually of comparable quality?			
23. Are there clear policies for determining appropriate unit size, and do case files show that these policies have been applied consistently?			
E. SUBSIDY ADMINISTRATION AND FILE DOCUMENTS			
24. Does the program's payment standard fall between the minimum and maximum allowed under the HOME program, and is there adequate documentation of the payment standard?			
25. Do program case files show that annual rent adjustments are consistent with a proper rent reasonableness determination?			
26. Do case files include notices informing the tenant and the owner of changes in the program and tenant's share of the rent?			
27. Are exception payment standards used properly?			
28. Do case files show that proper utility allowances (either PHA allowances or proper local estimated) were used when determining contract rents?			
29. Is there a current utility allowance schedule?			
30. Is there a consistent policy for applying updated utility allowances?			
31. Do program case files indicate proper calculation of the Total Tenant Payment (TTP) and any utility reimbursement?			
F. PROGRAM PARTICIPATION			
32. Are enough eligible households applying for assistance to spend the funds allocated to the program?			
33. Are applicants typically eligible to participate in the program?			
34. Are the households that apply for assistance reasonably representative of the eligible population (e.g., race, family size, gender, age)?			
35. Are application intake locations and hours likely to affect the applicant pool?			
G. PROGRAM EFFECTIVENESS			
36. Is there a success rate of 90 percent or higher among 60-day coupon holders?			

Questions	Answer		Notes
	Y	N	
37. Does the demographic profile of households that are unable to use their coupons suggest the need for program design changes?			
38. Is the program operated efficiently? a. Is the average time between initial application and coupon issuance reasonable? b. Is the average time between coupon issuance and lease-up reasonable?			
39. Does the turnover rate raise questions about program effectiveness?			
40. Are briefings provided for coupon holders? If yes: a. Do the briefings provide time for one-on-one questions? b. Does the information package contain all required materials including lead based paint pamphlets? c. Are they conducted in the same way for all applicants?			
41. Is there a payment standard that results in a reasonable rent burden for most participants?			
H. PROGRAM ADMINISTRATION			
42. Are there adequate program procedures?			
43. Is documentation on file that health departments are notified quarterly of pre 78 units with children under age 6/pregnant women? (Rental Subsidies Only)			
44. Is the area health department sending addresses of pre-1978 units with children with EBLs to the grantee? (Rental Subsidies Only)			
45. Are rent checks consistently distributed on time?			
46. Are HOME funds disbursed at an appropriate rate?			

TBRA PROGRAM MONITORING CHECKLIST PROJECT CASEFILES

Reviewer: _____ Date: _____

Tenant ID#: _____ Tenant Name: _____

Questions	Answer		Notes
	Y	N	
The monitor should select a sample of individual applicant files to ensure that all required documentation is contained in each file, and that decisions were made properly (e.g., preference status, rent subsidy, bedroom size).			
A. APPLICANT DOCUMENTATION			
1. Is the KHRC "posted" setup/revision/closeout form in the file?			
2. Close-out form in file (if applicable)? Effective date and reason for termination provided?			
3. Did the applicant meet the PJ's residency requirement?			
4. Number of Persons/Bedrooms meet Occupancy Standards			Persons: BR:
5. Does the file contain SS card copies/Birth certificates?			
6. Does the file contain a Declaration of Citizenship form?			
7. Does the file contain a completed (signed/dated) application?			
8. Does the file contain an original income eligibility release form?			
9. Is third party income verification on file?			
10. Verification of eligibility for preferences and appropriate preference weight assigned (if applicable)			
11. Income Worksheet on file?			Annual Gross Income:
12. Income limits of participants are at or below: <ul style="list-style-type: none"> • 60% of median • 80% of median 			
13. Tenant Payment Calculation			Tenant: TBRA Subsidy:
14. Is the utility allowance (if applicable) figured into the TTP?			Utility Allowance:
15. Are Expenses (Medical, child care) documented in the file?			
16. Were any additional income criteria imposed by the PJ (if any) met?			
C. TENANT INCOME RECERTIFICATION			
17. Income Release form signed prior to Recertification			
18. On-time and Accurate Income Recertification			
19. Copies of notices sent to owners and tenants noting the change in PJ and tenant payments			

Questions	Answer		Notes
	Y	N	
B. LEASING PROCESS DOCUMENTATION			
20. Coupon/offer Date			
21. Date of Briefing			
22. LBP Pamphlet/Disclosure Form Documented			
23. Request for Unit Approval form/date			
24. PJ/Owner Contract			
25. Acceptable Tenant Lease (Signed and Dated by Tenant/LL)			
26. Lease Addendum for additional year/month to month agreement?			
D. LOCAL PROPERTY STANDARDS AND SECTION 8 HQS			
27. Is the completed HQS form on file? Certified HQS inspector?			
28. Met Section 8 HQS at the time of the original lease?			
29. Are there any tenant complaints/grievances in the file?			
30. Annual/Interim HQS Inspection completed (if applicable) on time?			
31. Any code related problems are corrected within the required time frame?			
E. UNIT CHARACTERISTICS			
32. Do the units meet local housing quality requirements? (if applicable).			
33. Do any of the tenants also receive project-based assistance? If yes, check to make sure the TBRA subsidy is not duplicative.			
34. If the PJ chooses to set a payment standard that is not tied to the HUD-published Fair market Rent (FMR), the PJ has conducted a market analysis that show comparable non-assisted units have comparable rents to the unit under consideration.			

KANSAS HOUSING

TBRA Tenant File Checklist 08/05/03

TBRA Rental Subsidy Files	
Document	Check (X)
Last Name and TBRA Project Number clearly indicated on tenant file	
Set/up/Revision/Closeout forms marked "posted"	
Formal and informal applications	
Declaration of Citizenship or Birth Certificate for head of household	
Social Security Card Copy	
Original Income Release Form (signed and dated)	
Current Income Release Form (Interim or Annual Recertification)	
Third Party Income Verification Forms (signed and dated)	
Signed Letter/Form from verifying disability status (if applicable)	
Tenant Income Calculation Worksheet	
<ul style="list-style-type: none"> Total Gross Income 	
<ul style="list-style-type: none"> Adjusted Monthly Income 	
<ul style="list-style-type: none"> Utility Allowance (if Applicable) 	
<ul style="list-style-type: none"> Total Tenant Payment 	
<ul style="list-style-type: none"> Agency to Landlord Payment 	
<ul style="list-style-type: none"> Disabled/Elderly family medical expenses documented. Amounts over 3% of income deducted from gross annual income. 	
<ul style="list-style-type: none"> Elderly/Disabled Head of Household/Spouse \$400 Total Deduction 	
<ul style="list-style-type: none"> Children under 18/Full time students/children over 18-\$480 each dependent 	
Letter/Notice of Annual Recertification (90-60-30 day as applicable)	
Current Agency Utility Allowance Schedule (if applicable)	
Coupon (signed and dated)	
Tenant Briefing Date Documented	
Signed and Dated LBP Disclosure form	
Request for unit approval (signed and dated)	
HQS Form signed and dated with "pass" rating (dated and signed)	
Agency/Landlord Contract (signed and dated)	
Copy of landlord/tenant lease (signed and dated)	
Lease addendum for Second Year Lease (not applicable/month to month)	
Notice of changes in subsidy letter to landlord and tenant (if applicable)	

KANSAS HOUSING

TBRA Tenant File Checklist

TBRA Security and Utility Deposit (only) Tenant File Checklist	
Document	Check (X)
Last Name and TBRA Project Number clearly indicated on tenant file	
Set/up form marked “posted”	
Formal and informal applications	
Declaration of Citizenship or Birth Certificate for head of household	
Social Security Card Copy	
Original Income Release Form (signed and dated)	
Third Party Income Verification Forms (signed and dated)	
Request for unit approval (signed and dated)	
HQS Form signed and dated with “pass” rating (dated and signed)	
Signed and Dated LBP Disclosure form	
Copy of landlord/tenant lease (signed and dated)	
If Loan:	
Agreement by tenant to repay security/utility deposit to agency when tenant moves	
Security Deposit Receipt (may be indicated in landlord/tenant lease)	
Utility Deposit Receipt (from vendor)	
“Posted” Closeout Form	

COUNTY CODES FOR TBRA SET-UP REPORT													
Allen	001		Edwards	047			093		Osage	139		Stafford	185
Anderson	003		Elk	049		Kingman	095		Osborne	141		Stanton	187
Atchison	005		Ellis	051		Kiowa	097		Ottawa	143		Stevens	189
Barber	007		Ellsworth	053		Labette	099		Pawnee	145		Sumner	191
Barton	009		Finney	055		Lane	101		Phillips	147		Thomas	193
Bourbon	011		Ford	057		Leavenworth	103		Pottawatomie	149		Trego	195
Brown	013		Franklin	059		Lincoln	105		Pratt	151		Wabaunsee	197
Butler	015		Geary	061		Linn	107		Rawlins	153		Wallace	199
Chase	017		Gove	063		Logan	109		Reno	155		Washington	201
Chautauqua	019		Graham	065		Lyon	111		Republic	157		Wichita	203
Cherokee	021		Grant	067		McPherson	113		Rice	159		Wilson	205
Cheyenne	023		Gray	069		Marion	115		Riley	161		Woodson	207
Clark	025		Greeley	071		Marshall	117		Rooks	163		Wyandotte	209
Clay	027		Greenwood	073		Meade	119		Rush	165			
Cloud	029		Hamilton	075		Miami	121		Russell	167			
Coffey	031		Harper	077		Mitchell	123		Saline	169			
Comanche	033		Harvey	079		Montgomery	125		Scott	171			
Cowley	035		Haskell	081		Morris	127		Sedgwick	173			
Crawford	037		Hodgeman	083		Morton	129		Seward	175			
Decatur	039		Jackson	085		Nemaha	131		Shawnee	177			
Dickinson	041		Jefferson	087		Neosho	133		Sheridan	179			
Doniphan	043		Jewell	089		Ness	135		Sherman	181			
Douglas	045		Johnson	091		Norton	137		Smith	183			
*To be used on TBRA Project Set-up Report, Part B: Project Information, 2. County code													