



## Welcome to the Housing Choice Voucher Program Briefing



- We are committed to ensuring full access to participation in all Housing Authority services. If you need an accommodation for a disability in order to have full access to our services, please contact the Reasonable Accommodation Office directly or call 831-454-5955 ext. 317 or email [ra@hacosantacruz.org](mailto:ra@hacosantacruz.org)
- This briefing video offers a lot of valuable information, and the Housing Authority wants to ensure you understand everything that is presented. If after completing the briefing video you have any questions, please contact your specialist directly or call 831-454-5955 or email [info@hacosantacruz.org](mailto:info@hacosantacruz.org)



## Housing Choice Voucher Program Overview

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- The Housing Choice Voucher (HCV) Program is a federal housing program funded by Congress
- The HCV program is regulated by the Department of Housing and Urban Development (HUD)
- The HCV Program is administered locally
- The Housing Authority of the County of Santa Cruz administers the HCV Program for Santa Cruz County and the Cities of Hollister and San Juan Bautista



## Covered Topics

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- This briefing covers all the topics required by HUD for the HCV Program
- This briefing covers a lot of information, but you may still have questions
- Please do not hesitate to ask those questions! Housing Authority staff is here to help.



## Information Packet

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- Please read your entire information packet - it contains valuable details
- The information packet may have more specific details about topics covered in this briefing and may cover additional topics not mentioned in this briefing
- Left side – Landlord information
- Right side – Family information



## Where You May Lease a Unit

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- You may use your voucher anywhere in Santa Cruz County or the Cities of Hollister or San Juan Bautista
- Consider the location of where you are searching for a home - is it close to school, services, transportation, employment?
- Areas with lower concentrations of poverty are linked to greater educational and employment opportunities – consider renting in low-poverty neighborhoods



## Term of your Voucher (1 of 3)

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- Your voucher has a term, which is the number of days that you have to find a unit to lease
- If your voucher expires, it is no longer available to use for rental assistance
- The expiration date is indicated on your voucher



## Term of your Voucher (2 of 3)

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- If you need more time on your voucher, you can request an extension from the Housing Authority
- For most families, requests **must** be submitted in writing
- If you are a person with disabilities, you may request an extension verbally from Housing Authority staff or in writing
- If you have a special purpose voucher, you may request an extension verbally from Housing Authority staff or in writing
  - SPV examples: Family Unification Program, Veteran Affairs Supportive Housing, Emergency Housing Voucher, Stability Voucher, Mainstream Voucher, Homeless Families with Minor Children
  - Please check with your caseworker if you do not know your voucher type



## Term of your Voucher (3 of 3)

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- Please note that extensions are not guaranteed - if you think you will need an extension, request it as soon as possible
- You must request the extension before your voucher expires
- Reminder – the expiration date is indicated on the voucher



## Eligible Housing Types

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- Most housing types are eligible to rent, including:
  - Apartments
  - Condos
  - Townhouses
  - Duplexes
  - Triplexes
  - Detached single-family homes
  - Manufactured homes (mobile homes)



## Types of Housing Not Allowed

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- Some housing types are not eligible for the HCV Program, including:
  - School dormitories
  - Nursing homes
  - Recreational vehicles (RVs)
  - Tiny homes
  - Other dwellings that are not real property (except manufactured homes)



## Shared Housing

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- Shared housing is when two or more families occupy the same unit
- This is allowed in the HCV Program, but each family must have at least one private bedroom in the unit
- Shared housing may help you find a more affordable place to rent



## Renting a Unit (1 of 2)

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- Lease-in place – you may be eligible to use your voucher at your current unit if it meets program requirements
- Places to look for housing:
  - Listing sites such as Zillow or Redfin
  - Craigslist
  - Affordablehousing.com – contact the Housing Authority for a weekly list of available units from this site
  - Drive local neighborhoods and look for “For Rent” signs
  - Tell family and friends that you are looking for a rental
  - Contact local property management companies



## Renting a Unit (2 of 2)

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- The lease and the security deposit are established between you and your landlord
  - Contact the Housing Authority to see if you're eligible for security deposit assistance
- You may **not** rent from a relative, except that persons with disabilities may rent from a relative with approval from the Housing Authority
  - Contact the Housing Authority **before** planning to rent from a relative to ensure that the arrangement would be approved



## Selling Yourself to Landlords

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- Get organized and make a good impression
  - Have a tenant resume, reference letters, etc.
- Respond quickly!
  - Call the landlord back as soon as possible
  - Schedule a time to see the unit – don't wait
- **REMEMBER** – don't start the conversation with “Do you accept Housing Choice Vouchers?”
- If landlords have questions about the HCV Program, have them call us! If you don't know, don't make up an answer
  - (831) 454-9455 ext. 375 or landlords@hacosantacruz.org



## Request for Tenancy Approval (RTA)

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- When you find a unit to rent, submit a completed RTA
- The RTA **must** be submitted before the voucher term expires
  - Remember, you may request an extension of your voucher term before it expires
- RTA **must** be filled out by **both** you and the landlord
  - If not completed, the leasing process will be delayed
- When you submit an RTA, your voucher term is suspended (paused) until the Housing Authority tells you whether the tenancy request is approved or denied
  - Therefore, you do not lose time on your voucher while the Housing Authority reviews the RTA



## Housing Quality Standards (HQS)

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- HUD-required inspection that checks for basic health and safety standards, such as locking doors and proper ventilation
- HQS inspections are required prior to approving the unit to lease
  - The unit must be vacant at the initial inspection, except for when you lease in-place
- Recurring HQS inspections are required on a regular basis
  - You may request an earlier inspection if you believe the unit is unsafe
- “A Good Place to Live” - lists basic HQS requirements



## If Units Don't Meet HQS

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- Initial HQS inspections - new HCV tenancies
  - HCV rental assistance cannot begin until the unit meets HQS
  - The landlord may cancel the RTA if they do not want to make repairs
  - We recommend that you pre-inspect the unit before submitting an RTA to make sure there are no obvious HQS violations
- Recurring HQS inspections – existing HCV tenancies
  - Unit **must** meet HQS for rental assistance to continue
  - Generally, the landlord must make repairs within 30 days, but if the issue is tenant-caused you may need to make the repairs
  - Contact the Housing Authority to request an extension if more time is needed



## Subsidy Standards & Voucher Size

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- The subsidy standards determine your voucher size, which clarifies the appropriate unit size for your family per HUD regulations
  - The voucher size is printed on the voucher
- You are allowed to rent a unit that is larger or smaller than your voucher size, but your rental assistance may be impacted
- The agency's current subsidy standards are identified in the most recently published Housing Choice Voucher Administrative Plan
- You may request an exception to the subsidy standards to increase your voucher size
  - These requests will be reviewed on a case-by-case basis
  - For persons with disabilities, exceptions will be granted when needed as a reasonable accommodation



## Payment Standards (1 of 2)

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- Payment standards represent the **maximum amount of rental assistance** that you can receive in the HCV Program
- Payment standards **do not** represent the maximum rent that a landlord can charge
- Payment standards may change annually depending on Fair Market Rents determined by HUD



## Payment Standards (2 of 2)

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- Payment standards vary depending on unit location and the number of bedrooms in the unit
  - The payment standard schedule can be found on the Housing Authority's website – contact us if you need assistance
- **IMPORTANT** - the payment standard used to calculate your rental assistance is the **lesser** of your voucher size or the number of bedrooms in the unit that you rent
  - Ex. 1 - Voucher size is for a 3-bedroom unit, but you rent a 2-bedroom unit – the 2-bedroom payment standard is applied
  - Ex. 2 - Voucher size is for a 3-bedroom unit, but you rent a 4-bedroom unit – the 3-bedroom payment standard is applied
  - Ex. 3 - Voucher size is for a 3-bedroom unit and you rent a 3-bedroom unit – the 3-bedroom payment standard is applied



## Utility Allowance (UA)

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- An estimate of utility charges that you must pay for based on the type of utility and type of unit
- UAs may be updated annually based on market conditions
  - The utility allowance schedule can be found on the Housing Authority's website – contact us if you need assistance
- UAs are used to calculate the gross rent of the unit, your rent payment, and the rental assistance amount



## Other Definitions Used in the Rent Calculation

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- **Total Tenant Payment** = the minimum amount the family will pay for rent and utilities
- **Tenant Rent** = the amount of rent the family pays directly to the landlord
- **Family Share** = the total amount that the family pays toward rent and utilities
- **Contract Rent** = the rent charged by the landlord for the unit
- **Gross Rent** = the contract rent + the utility allowance
- **Housing Assistance Payment (HAP)** = the rental assistance payment paid by the Housing Authority to the landlord



## Total Tenant Payment (TTP) Calculation\*

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- Reminder – the TTP is the minimum amount you will pay toward rent and utilities (actual amount may be higher)
- 1. Calculate the family's annual income by reviewing recent income information
- 2. Calculate the family's adjusted income by doing the following:
  - a) Subtracting any automatic deductions the family qualifies for from the annual income
  - b) Subtracting other verified deductions that the family claims from the annual income
- 3. Calculate 30% of adjusted income

\*In rare situations, the TTP may be calculated differently per HUD regulations



## Rent Calculation & 40% Rule

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- The landlord may charge rent greater than the payment standard
- If the gross rent is equal to or lesser than the payment standard, you will pay the total tenant payment (TTP)\*
- If gross rent exceeds the payment standard, you will pay more than the TTP, however, HUD regulations will not allow you to pay more than 40% of your adjusted income
- If your payment would be more than 40%, the landlord must accept a lower rent, or the Housing Authority will not approve the tenancy
- The 40% Rule **only** applies during the initial lease term and you may pay more than 40% later

\*Due to proration rules, some families may pay more than the TTP



## Example Rent Calculations

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- A. RENT TO LANDLORD  
(Amount landlord wants) \$ \_\_\_\_\_
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ \_\_\_\_\_
- C. GROSS RENT  
(Add Line A and Line B) \$ \_\_\_\_\_
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. FAMILY 30% OF MONTHLY ADJUSTED INCOME: \$ \_\_\_\_\_
- G. HOUSING AUTHORITY PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. INITIAL MOVE IN ONLY  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation Gross Rent < Payment Standard

27

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ \_\_\_\_\_
- C. GROSS RENT  
(Add Line A and Line B) \$ \_\_\_\_\_
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. INITIAL MOVE IN ONLY  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

28

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ \_\_\_\_\_
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

29

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

30

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

31

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3100
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

32

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3100
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

33

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3100
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ 2600
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

34

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3100
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ 2600
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ 400
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

35

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
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- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ 500
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation

### Gross Rent < Payment Standard

36

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3000
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3100
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3100
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
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(Subtract Line G from Line A) \$ 400
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ 500
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ 667



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

37

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ \_\_\_\_\_
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ \_\_\_\_\_
- C. GROSS RENT  
(Add Line A and Line B) \$ \_\_\_\_\_
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
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(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

38

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ \_\_\_\_\_
- C. GROSS RENT  
(Add Line A and Line B) \$ \_\_\_\_\_
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
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(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
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landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

39

- A. RENT TO LANDLORD  
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(Enter \$0 if none) \$ 100
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landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

40

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3700
- D. PAYMENT STANDARD \$ \_\_\_\_\_
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
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(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

41

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3700
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ \_\_\_\_\_
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
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- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

42

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3700
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3500
- F. TOTAL TENANT PAYMENT: \$ \_\_\_\_\_
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

43

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3700
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3500
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ \_\_\_\_\_
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

44

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3700
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3500
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ 3000
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ \_\_\_\_\_
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

45

- A. RENT TO LANDLORD  
(Amount landlord wants) \$ 3600
- B. UTILITY ALLOWANCE  
(Enter \$0 if none) \$ 100
- C. GROSS RENT  
(Add Line A and Line B) \$ 3700
- D. PAYMENT STANDARD \$ 3500
- E. ENTER THE LOWER OF LINE C OR LINE D \$ 3500
- F. TOTAL TENANT PAYMENT: \$ 500
- G. HOUSING ASSISTANCE PAYMENT:  
(Subtract Line F from Line E) \$ 3000
- H. TENANT RENT PAYMENT:  
(Subtract Line G from Line A) \$ 600
- I. FAMILY SHARE OF RENT:  
(Add Line H + Line B) \$ \_\_\_\_\_
- J. **INITIAL MOVE IN ONLY**  
FAMILY 40% OF MONTHLY ADJUSTED INCOME:  
(If Line I is more than line J, Family Share is too high. Tenant must work with  
landlord to lower contract rent OR find another unit.) \$ \_\_\_\_\_



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

46

• A. RENT TO LANDLORD (Amount landlord wants)	\$ <u>3600</u>
• B. UTILITY ALLOWANCE (Enter \$0 if none)	\$ <u>100</u>
• C. GROSS RENT (Add Line A and Line B)	\$ <u>3700</u>
• D. PAYMENT STANDARD	\$ <u>3500</u>
• E. ENTER THE LOWER OF LINE C OR LINE D	\$ <u>3500</u>
• F. TOTAL TENANT PAYMENT:	\$ <u>500</u>
• G. HOUSING ASSISTANCE PAYMENT: (Subtract Line F from Line E)	\$ <u>3000</u>
• H. TENANT RENT PAYMENT: (Subtract Line G from Line A)	\$ <u>600</u>
• I. FAMILY SHARE OF RENT: (Add Line H + Line B)	\$ <u>700</u>
• J. <b>INITIAL MOVE IN ONLY</b> FAMILY 40% OF MONTHLY ADJUSTED INCOME: (If Line I is more than line J, Family Share is too high. Tenant must work with landlord to lower contract rent OR find another unit.)	\$ _____



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

47

• A. RENT TO LANDLORD (Amount landlord wants)	\$ <u>3600</u>
• B. UTILITY ALLOWANCE (Enter \$0 if none)	\$ <u>100</u>
• C. GROSS RENT (Add Line A and Line B)	\$ <u>3700</u>
• D. PAYMENT STANDARD	\$ <u>3500</u>
• E. ENTER THE LOWER OF LINE C OR LINE D	\$ <u>3500</u>
• F. TOTAL TENANT PAYMENT:	\$ <u>500</u>
• G. HOUSING ASSISTANCE PAYMENT: (Subtract Line F from Line E)	\$ <u>3000</u>
• H. TENANT RENT PAYMENT: (Subtract Line G from Line A)	\$ <u>600</u>
• I. FAMILY SHARE OF RENT: (Add Line H + Line B)	\$ <u>700</u>
• J. <b>INITIAL MOVE IN ONLY</b> FAMILY 40% OF MONTHLY ADJUSTED INCOME: (If Line I is more than line J, Family Share is too high. Tenant must work with landlord to lower contract rent OR find another unit.)	\$ <u>667</u>



## Example Rent Calculation 2

### Gross Rent > Payment Standard & 40% Rule

48

• A. RENT TO LANDLORD (Amount landlord wants)	\$ <u>3600</u>
• B. UTILITY ALLOWANCE (Enter \$0 if none)	\$ <u>100</u>
• C. GROSS RENT (Add Line A and Line B)	\$ <u>3700</u>
• D. PAYMENT STANDARD	\$ <u>3500</u>
• E. ENTER THE LOWER OF LINE C OR LINE D	\$ <u>3500</u>
• F. TOTAL TENANT PAYMENT:	\$ <u>500</u>
• G. HOUSING ASSISTANCE PAYMENT: (Subtract Line F from Line E)	\$ <u>3000</u>
• H. TENANT RENT PAYMENT: (Subtract Line G from Line A)	\$ <u>600</u>
• I. FAMILY SHARE OF RENT: (Add Line H + Line B)	\$ <u>700</u>
• J. <b>INITIAL MOVE IN ONLY</b> FAMILY 40% OF MONTHLY ADJUSTED INCOME: (If Line I is more than line J, Family Share is too high. Tenant must work with landlord to lower contract rent OR find another unit.)	\$ <u>667</u>



The family would **not** be eligible to rent this unit unless the landlord reduces the rent for the initial lease term



## Review - Steps to Lease Your Unit

49

1. Find a suitable unit
2. Make sure the unit meets your rent requirement
3. Complete the Request for Tenancy form and submit it to the Housing Authority
4. Wait for Housing Authority to approve / deny the request based on program regulations
5. If approved, wait for a Housing Quality Standards inspection
6. Sign the lease and the final leasing documents



## Proration Rules

50

- Proration applies to families that contain a mix of members with citizenship or eligible immigration status and members without citizenship or eligible immigration status
- Per HUD regulation, only members with citizenship or eligible immigration status qualify to receive rental assistance
- Rental assistance is pro-rated based on the percentage of ineligible family members
  - Ex. Family size is four, but two members are ineligible non-citizens (50% of the family). If rental assistance would have been \$2,000, it is now \$1,000 (50% of the assistance) and the \$1,000 difference must be paid by the family



## Landlord Responsibilities

51

- Screen and select suitable tenants
- Abide by the lease between them and the tenant
- Maintain the unit in accordance with Housing Quality Standards
- Abide by terms of the Housing Assistance Payments (HAP) Contract



## Family Obligations (1 of 4)

52

- You **MUST**:
  - Supply the Housing Authority with all required information within time limits
  - Supply the Housing Authority with accurate information
  - Notify Housing Authority in writing of all family composition or income changes within 14 calendar days
  - Not let other people to move into or live in your home without permission from **both** the landlord and the Housing Authority



## Family Obligations (2 of 4)

53

- You **MUST**:
  - Maintain the unit in accordance with the Housing Quality Standards
  - Allow the Housing Authority to inspect the housing unit
  - Comply with all provisions of the lease signed by you and your landlord
  - Notify the Housing Authority when absent from your home for more than 30 days



## Family Obligations (3 of 4)

54

- You **MUST**:
  - Notify the Housing Authority and landlord **in writing**:
    - ✦ Before moving out of a unit
    - ✦ Before terminating your lease
    - ✦ Before transferring to a new unit (must complete a transfer request)
  - Provide the Housing Authority with any eviction notice
  - Not sublease or let the unit, or assign the lease or transfer the unit
  - Not own or have any interest in the unit



## Family Obligations (4 of 4)

55

- You **MUST**:
  - Not commit fraud or criminal activity
  - Not receive other housing assistance at the same time as HCV assistance
  - Not use the unit *primarily* for profitmaking activities
    - ✦ Legal profitmaking activities are permitted if such activities are secondary to residential use of the unit
  - Comply with all program requirements



## Program Violations & Termination of Assistance (1 of 3)

56

- The following two slides cover certain program violations and other reasons that may result in termination of assistance
- Please note that this list contains common reason for terminations, but it may not cover everything
  - Regulations, rules, and policies may change over time
  - You may have a special purpose HCV that comes with additional requirements
- If you are unsure about a certain rule, regulation, or policy, please ask! We are happy to help explain current program requirements.



## Program Violations & Termination of Assistance (2 of 3)

57

- Your rental assistance may be terminated, and you may lose your voucher if you:
  - Violate any of the family obligations
  - Damage the housing unit or premises
  - Are evicted from the unit for serious or repeated lease violations
  - Are abusive to any Housing Authority personnel
  - Fail to comply with ongoing program requirements, such as the recertification process
  - Receive zero housing assistance payments for a certain period of time
  - Engage in criminal activity or alcohol abuse
  - Have been evicted from federally assisted housing in the past five years



## Program Violations & Termination of Assistance (3 of 3)

58

- Your rental assistance may be terminated, and you may lose your voucher if you:
  - Do not meet the restrictions on net assets and property ownership
  - Do not have any family members that have citizenship or eligible immigration status
  - Breach an agreement with the Housing Authority to repay debts, or owe debts to any other housing authority
  - Do not rent a unit before your voucher expires
  - Fail to comply with any other HUD regulation and/or Housing Authority policy, and/or are no longer eligible for the program
    - ✦ If you are unsure about a rule, regulation, or policy, **please ask!** We are happy to explain program requirements to you.



## Other Ongoing Program Requirements

59

- Recertification Process
  - The Housing Authority must review your household composition and income and recertify your eligibility
  - Your recertification cycle may be on an annual, biennial, or triennial basis
  - You will be notified when it is time to recertify
- Reporting Changes
  - You **must** report all changes in family composition or income within 14 calendar days to the Housing Authority
  - The Housing Authority will review the changes and may adjust your rental assistance
- HQS Inspections
  - You **must** allow the Housing Authority to perform HQS inspections
  - Inspections will generally occur biennially
  - You will be notified when it is time for an inspection



## Informal Hearings (1 of 2)

60

- If you disagree with any of the following decisions, you have the right to an informal hearing:
  - Determination of annual or adjusted income and the use of such income to compute rental assistance payments
  - Determination of the appropriate utility allowance (if any) used for tenant-paid utilities
  - Determination of the family size under the subsidy standards
  - Determination to terminate assistance



## Informal Hearings (2 of 2)

61

- To request an informal hearing, you must submit a written request
- You will be given the opportunity to explain or present information that supports your case
- You will be notified of the decision to uphold or revise the determination based on the hearing
- For termination of assistance, if you do not request an informal hearing by the deadline stated in the termination letter, you will lose your voucher



## Portability

62

- The HCV Program is portable, meaning you can use the voucher anywhere in the United States where an HCV Program is operated
- You can “port out” to another jurisdiction if:
  - You were a resident of Santa Cruz County, the City of Hollister, or the City of San Juan Bautista when you added your name to the respective HCV Waiting List; **OR**
  - You have received HCV assistance for at least one year in Santa Cruz County, the City of Hollister, or the City of San Juan Bautista; **AND**
  - You are in good standing with the program
- Prior to porting, you must submit a request in writing to the Housing Authority
- **Please note that other housing authorities may have different policies, so check with the other housing authority to ensure that you will still qualify for the program if you decide to port**



## Voucher Suspension Policy

63

- The HCV Program is funded by Congress. If there is insufficient funding to cover all existing HAP Contracts, the Housing Authority will suspend vouchers in the following order:
  1. Applicants who have been issued general purpose vouchers but have not yet leased a unit will have their vouchers suspended until funding is available
  2. Applicants who have been issued a special purpose voucher but have not yet leased a unit will have their vouchers suspended until funding is available
  3. Voucher transfer requests of participants will be frozen until funding is available
  4. Contracts of existing general purpose program participants will be suspended, beginning with the families most recently admitted to the program, until funding is available
  5. Contracts of special purpose voucher program participants will be suspended, beginning with families most recently admitted to the program, until funding is available
- When funding is sufficient again, vouchers will be re-instated in reverse order



## Family Self Sufficiency (FSS) Program

64

- Helps families earn more money, build a savings account, and become free from assistance
- Fill out a five-year contract outlining your goals, such as school or job training
- As your portion of rent increases, the Housing Authority will put money in a savings account for your family
- Families who successfully complete the FSS contract are paid the full amount saved in the account
- If you are interested in the FSS Program, contact the Housing Authority for more information



## Thank you!

65

If you have additional questions, please let us know!



## Additional Housing Choice Voucher Program Information

### Policy on Information to Owners

Upon request by an owner, the Housing Authority of the County of Santa Cruz will provide your current and prior address (if known by the Housing Authority) and the name and address of the landlord at your current and prior addresses (if known by the Housing Authority).

The Housing Authority is required to offer this information per HUD regulations.

### Subsidy Standards

The current subsidy standards table is below:

A family with a head of household AND spouse/domestic partner/significant other will be allocated the following:

Number of Household Members	Voucher Size
2	1
3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5

A family with a head of household and NO spouse/domestic partner/significant other will be allocated the following:

Number of Household Members	Voucher Size
1	1
2	2
3	2
4	3
5	3
6	4
7	4

8	5
9	5
10	6

### Reasonable Accommodations and Modifications

Persons with disabilities have additional protections in housing under federal and state law.

If you or someone in your household has a disability and has a record of such a disability or is regarded as having such a disability, you may request reasonable accommodations and/or reasonable modifications from both your landlord and the Housing Authority.

Reasonable accommodations are programmatic or policy changes, or exceptions or adjustments to rules, that help persons with disabilities have equal opportunities in housing. Reasonable modifications are structural changes made to existing premises that are occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises.

If you need to request reasonable accommodations from the Housing Authority, you may contact [ra@hacosantacruz.org](mailto:ra@hacosantacruz.org) or (831) 454-6917. Staff will be able to assist you.

Please note that the Housing Authority can generally assist with reasonable accommodation requests related to rules or policies of the HCV Program, but the Housing Authority typically cannot assist with reasonable accommodations or modifications related to the specifics of the building and/or unit in which you live. You may need to request these changes from the property owner.

Examples of reasonable accommodations include:

- Permitting an applicant to have a longer voucher search time due to a disability-related need
- Permitting an applicant to have a longer time to submit a re-examination packet due a disability-related need

Examples of reasonable modifications include:

- Adding a grab bar in a tenant's bathroom
- Removing thick carpeting from a unit occupied by a person in a wheelchair

### Resources that May Help you Locate a Unit

- [www.affordablehousing.com](http://www.affordablehousing.com)
- The Housing Authority's List of Low-Income Rental Units – please see [www.hacosantacruz.org](http://www.hacosantacruz.org) and look for the “Find Rental Housing” tab



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

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

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

**7. Maintenance, Utilities, and Other Services**

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

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

**b. Utilities and appliances**

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

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

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

**8. Termination of Tenancy by Owner**

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

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

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

**c. Criminal activity or alcohol abuse**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

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

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

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

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

**d. Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
  - (a) Will occupy the unit as a primary residence; and
  - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

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

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

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

### i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

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

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

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

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

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

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

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

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

n. **Confidentiality.**

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

**10. Eviction by court action**

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

**11. Owner notice of grounds**

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

**12. Lease: Relation to HAP Contract**

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

**13. PHA Termination of Assistance**

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

**14. Family Move Out**

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

**15. Security Deposit**

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

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

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

## **16. Prohibition of Discrimination**

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

## **17. Conflict with Other Provisions of Lease**

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

## **18. Changes in Lease or Rent**

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

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

## **19. Notices**

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

## **20. Definitions**

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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



# Report Housing Discrimination

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

## QUESTION 1

### Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- ☐ Because of race
- ☐ Because of color
- ☐ Because of religion
- ☐ Because of national origin (including limited English proficiency)
- ☐ Because of disability
- ☐ Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- ☐ Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- ☐ Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- ☐ Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- ☐ Other reason (explain below)

- ☐ **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**



## QUESTION 2

### Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name):		
Last name:		
Relationship to you: (e.g. landlord, lender, real estate agent)		
Address:		
Business name or job title:		
Phone number 1:	Phone number 2:	
Email address:		
Location (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:

☐ **More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.**

## QUESTION 3

### Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:



#### QUESTION 4

### When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

☐ The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.

#### QUESTION 5

### What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

*NOTE: Continued on next page*





What happened? (continued):

*NOTE: If you need more space, attach additional pages*

## CONTACT INFORMATION

### How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

#### Your name and contact information

First name:	Last name:	
Phone number:	<input type="checkbox"/> Cell phone?	
Email address(es):		
Preferred contact: <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> Other		
Best time to call: <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon Preferred language(s):		
Street address:		Apt. or unit:
City:	State:	ZIP:

#### Your mailing address

Street Address:		Apt. or unit:
City:	State:	Zip:

#### Second Point of Contact

First name:	Last name:
Phone number:	Email address:

Relationship to you (optional)

- ☐ Family member or friend
- ☐ Attorney
- ☐ Fair housing advocate or representative
- ☐ Other

## FORM INSTRUCTIONS

# Where to mail, email, or fax your claim form

Submit online at [www.hud.gov/fairhousing/fileacomplaint](http://www.hud.gov/fairhousing/fileacomplaint) or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

### FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

**Mail:**

FHEO Region 1  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway St, Room 321  
Boston, MA 02222

**Email:** [ComplaintsOffice01@hud.gov](mailto:ComplaintsOffice01@hud.gov)

**Fax:** Call (617) 994-8300 for assistance

### FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

**Mail:**

FHEO Region 2  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3532 New York, NY 10278

**Email:** [ComplaintsOffice02@hud.gov](mailto:ComplaintsOffice02@hud.gov)

**Fax:** Call (212) 542-7519 for assistance

### FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

**Mail:**

FHEO Region 3 The Wanamaker Building  
100 Penn Square East, 12th Floor Philadelphia, PA 19107

**Email:** [ComplaintsOffice03@hud.gov](mailto:ComplaintsOffice03@hud.gov)

**Fax:** Call (215) 861-7646 for assistance

### FHEO Region 4 (Southeast)

AL, FL, GA, KY, MS, NC, SC, TN

**Mail:**

FHEO Region 4 Five Points Plaza 40 Marietta NW St.,  
16th Floor Atlanta, GA 30303

**Email:** [ComplaintsOffice04@hud.gov](mailto:ComplaintsOffice04@hud.gov)

**Fax:** Call (404) 331-5140 for assistance

### FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

**Mail:**

FHEO Region 5 Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604

**Email:** [ComplaintsOffice05@hud.gov](mailto:ComplaintsOffice05@hud.gov)

**Fax:** Call (312) 913-8453 for assistance

### FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

**Mail:**

FHEO Region 6  
307 W. 7th Street Suite 1000  
Fort Worth, TX 76102

**Email:** [ComplaintsOffice06@hud.gov](mailto:ComplaintsOffice06@hud.gov)

**Fax:** Call (817) 978-5900 for assistance

### FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

**Mail:**

FHEO Region 7  
Gateway Tower II 400 State Avenue,  
Room 200 Kansas City, KS 66101

**Email:** [ComplaintsOffice07@hud.gov](mailto:ComplaintsOffice07@hud.gov)

**Fax:** Call (913) 551-6958 for assistance

### FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

**Mail:**

FHEO Region 8  
U.S. Department of Housing and Urban Development  
1670 Broadway Denver, CO 80202

**Email:** [ComplaintsOffice08@hud.gov](mailto:ComplaintsOffice08@hud.gov)

**Fax:** Call (303) 672-5437 for assistance

### FHEO Region 9 (West/Territory Islands)

AZ, American Samoa, CA, Guam, HI, NV

**Mail:**

FHEO Region 9 One Sansome St. Suite  
1200 San Francisco, CA 94104

**Email:** [ComplaintsOffice09@hud.gov](mailto:ComplaintsOffice09@hud.gov)

**Fax:** Call (415) 489-6524 for assistance

### FHEO Region 10 (Northwest)

AK, ID, OR, WA

**Mail:**

FHEO Region 10 Seattle Federal Office Building  
900 First Avenue, Room 205 Seattle, WA 98104

**Email:** [ComplaintsOffice10@hud.gov](mailto:ComplaintsOffice10@hud.gov)

**Fax:** Call (206) 220-5170 for assistance



# Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529-0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.



# INTAKE FORM / HOUSING

Civil Rights Department



If you would like CRD to consider your complaint for investigation, complete this form and email it to: [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov) or mail it to: 2218 Kausen Drive, Suite 100; Elk Grove, CA 95758. You may also submit an intake form using our online system at [ccrs.civilrights.ca.gov](https://ccrs.civilrights.ca.gov).

The completion and submission of this Intake Form will initiate an intake interview with a Civil Rights Department (CRD) representative. The Intake Form is not a filed complaint. The CRD representative will determine if a formal complaint can be accepted for investigation. Your submission of this document acknowledges that you have read and agree to the CRD's Privacy Policy.

## COMPLAINANT (YOUR INFORMATION)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Do you need an interpreter during the complaint process? ☐ Yes ☐ No

If yes, indicate language: \_\_\_\_\_

Do you require disability-related accommodations when interacting with CRD? ☐ Yes ☐ No

Select all that apply:

ASL/Video Remote Interpreting

Video Interview

CART Services

Questions in advance

Other (specify): \_\_\_\_\_

## RESPONDENT (PERSON/BUSINESS YOU'RE FILING AGAINST)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## CO-RESPONDENT (OPTIONAL)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

■ **ALLEGATION**

First Date of Harm: \_\_\_\_\_ Last Date of Harm: \_\_\_\_\_

Full Property Address Where Violation Occurred:

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Number of Units in the Housing Complex: \_\_\_\_\_

Property Description:      ☐ Apartment                                      ☐ Vacant Lot  
   ☐ House    ☐ Condominium  
   ☐ Other (please specify):                                      ☐ Trailer Space or Mobile Home  
   \_\_\_\_\_

Full Name and Age of All Children in the Household Under the Age of 18:

\_\_\_\_\_

\_\_\_\_\_

**I allege that I experienced:**

Discrimination

Harassment

BECAUSE OF MY ACTUAL OR PERCEIVED:

Ancestry

Association with a member of a protected class

Color

Disability (physical, intellectual/developmental, mental health/psychiatric)

Familial Status (children)

Gender Identity or Expression

Genetic Information or Characteristic

Marital Status

Military and Veteran Status

National Origin (includes language restrictions)

Race (includes hairstyle and hair texture)

Religious creed (includes dress and grooming practices)

Sex/Gender

Sexual harassment – hostile environment

Sexual harassment – quid pro quo

Sexual Orientation

Source of Income

Section 8

Other (specify): \_\_\_\_\_

AS A RESULT, I WAS:

Denied equal terms and conditions

Denied loan/homeowners insurance

Denied accommodation for a disability or medical condition

Denied accommodation for religious creed

Denied rental/sale/lease

Evicted

Subjected to discriminatory statements/advertisement

Subjected to discriminatory zoning/land use

Subjected to restrictive rule/covenant

Other (specify): \_\_\_\_\_



**I allege that I experienced:**

Retaliation

BECAUSE I:

Participated as a witness in a discrimination or harassment complaint

Reported or resisted any form of discrimination or harassment

Requested or used a disability-related accommodation

Requested or used a religious accommodation

AS A RESULT, I WAS:

Denied equal terms and conditions

Denied loan/home owners insurance

Denied accommodation for a disability or medical condition

Denied accommodation for religious creed

Denied rental/sale/lease

Evicted

Subjected to discriminatory statements/advertisement

Subjected to discriminatory zoning/land use

Subjected to restrictive rule/covenant

Other (specify): \_\_\_\_\_

■ **COMPLAINANT'S REPRESENTATIVE**

Do you have an attorney who agreed to represent you in this matter? ☐ Yes ☐ No

If yes, please provide the attorney’s contact information:

Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

■ **ADDITIONAL INFORMATION (OPTIONAL)**

Briefly describe what happened:

# DEMOGRAPHIC INFORMATION

*This information is optional and is only used for statistical purposes.*



Primary Language: \_\_\_\_\_ DOB: \_\_\_\_\_

Gender/Gender Identity:      Male                      Female                      Non-Binary              Other  
   Transgender Male              Transgender Female              Intersex

Marital Status:              Single              Married              Cohabitation              Divorced

Race:                      American Indian, Native American or Alaskan Native                      Asian  
   Native Hawaiian or Other Pacific Islander                      White  
   Black or African American                      Other

Ethnicity:                      Hispanic or Latino                      Non-Hispanic or Latino

National Origin:

Afghan	Hawaiian	Other African
American [U.S.A]	Hmong	Other Asian
Asian Indian	Indonesian	Other Caribbean
Bangladeshi	Iranian	Other European
Cambodian	Iraqi	Other Hispanic/Latino
Canadian	Irish	Other Middle Eastern
Chinese	Israeli	Pakistani
Cuban	Italian	Puerto Rican
Dominican	Jamaican	Salvadoran
Egyptian	Japanese	Samoan
English	Korean	Sri Lankan
Ethiopian	Laotian	Syrian
Fijian	Lebanese	Taiwanese
Filipino	Malaysian	Thai
German	Mexican	Tongan
Ghanaian	Nigerian	Trinidadian and Tobagonian
Guamanian	Other	Vietnamese
Haitian		

Disability:	AIDS or HIV	Limbs [Arms / Legs]
	Blood / Circulation	Mental Health / Psychiatric
	Brain / Nerves / Muscles	Sight
	Digestive / Urinary / Reproduction	Speech / Respiration
	Hearing	Spinal / Back / Respiration
	Heart	Other Disability
	Intellectual / Developmental	

Religion:	Agnostic	Nonreligious
	Atheist	Protestantism
	Bahai	Primal-indigenous
	Buddhism	Quakers
	Catholicism	Rastafarianism
	Christianity	Spiritism
	Confucianism	Shinto
	Hinduism	Sikhism
	Islam	Taoism
	Jehovah's Witness	Unitarian-Universalism
	Judaism	Zoroastrianism
	Neo-Paganism	Other

Sexual Orientation:	Straight or Heterosexual	Bisexual
	Gay or Lesbian	Other



# PRIVACY POLICY

The California Civil Rights Department (CRD) values the security and privacy of your personal information and is committed to protecting your privacy rights. CRD seeks only to collect relevant personal information to assist you in investigating and resolving complaints of discrimination as prescribed by the California Fair Employment and Housing Act, California Government Code section 11135 et seq. (discrimination in programs or activities funded by the state);, California Government Code section 12900 et seq.; the Unruh Civil Rights Act, California Civil Code section 51; the Ralph Civil Rights Act of 1976, the Equal Pay Act, California Civil Code section 51.7; California Civil Code section 52.5 (civil action for damages for victims of human trafficking); and California Civil Code section 54 et seq. (right to streets, highways, and other public places for blind and other physically disabled persons).

All personal information collected is governed by the Information Practices Act of 1977, California Civil Code sections 1798-1798.78); California Government Code section 11015.5 (electronically collected personal information); California Government Code section 11019.9 (posting of permanent privacy policy); and the California Public Records Act, California Government Code section 7920.000 et seq.

*Outlined below is our online Privacy Policy and Notice:*

- [Legal Authority for Collection, Maintenance, and Use of Personal Information](#)
- [Disclosure and Sharing of Personal Information](#)
- [Purposes for Use of Personal Information](#)
- [Third-party website links on CRD website](#)
- [Storage of "Cookies" on CRD Website Users' Computers](#)
- [Right of Access to CRD's Records Containing Personal Information](#)
- [Protecting the Privacy of Minors](#)
- [Security of Personal Information](#)
- [Access and Corrections to Your Personal Information](#)
- [Changes to Privacy Policy](#)
- [Effective Date of Privacy Policy](#)

## LEGAL AUTHORITY FOR COLLECTION, MAINTENANCE, AND USE OF PERSONAL INFORMATION

CRD collects information that may be directly associated with a specific person. This information is called "Personal Information," and it includes but is not limited to names, addresses, telephone numbers, and email addresses. CRD collects this Personal Information through lawful means from individuals who seek to file a complaint with the CRD, and the information is used to carry out CRD's official responsibilities: establishing jurisdiction and furthering CRD's efforts to investigate and attempt to resolve allegations of unlawful discrimination, harassment, and/or retaliation. If you are requesting CRD to investigate and resolve your filed discrimination complaint, you are required to provide CRD with sufficient information in accordance with California Government Code sections 11135 et seq. and 12900 et seq., and California Civil Code sections 51, 51.7, 52.5, and 54 et seq.

With respect to each item of information CRD seeks to collect from you, CRD will indicate whether submission of the information is mandatory or optional. If you do not provide the information requested, CRD may be unable to investigate or appropriately process your complaint and may have to close your complaint.

## **DISCLOSURE AND SHARING OF PERSONAL INFORMATION**

CRD will not disclose, make available, or otherwise use your personal information for purposes other than those specified without your consent, unless required by law. CRD will not distribute or sell any of your electronically or non-electronically collected Personal Information to any third party without your consent, unless required by law.

CRD may share your Personal Information under the following circumstances:

1. You give CRD permission.
2. CRD receives a request from a party with legal authority to obtain the information, such as is the case with a subpoena.
3. As authorized by law, the information is transferred to/shared with the U.S. Equal Employment Opportunity Commission, National Labor Relations Board, U.S. Department of Labor, U.S. Department of Housing and Urban Development, U.S. Department of Health and Human Services, U.S. Department of Education, U.S. Department of Justice, any branch of the California State Government, or any other local or Federal agency with similar jurisdiction.

Note: Non-Personal Information, including allegations in the complaint document, may be disclosed to the public pursuant to a request under the California Public Records Act.

## **PURPOSES FOR USE OF PERSONAL INFORMATION**

The Personal Information collected from you will be used for the purposes for which you are providing it: establishing jurisdiction and furthering CRD's efforts to investigate and attempt to resolve allegations of unlawful discrimination, harassment, and/or retaliation. Electronically collected Personal Information gathered about your visits to the CRD website is used to improve the user experience and for basic web metrics.

## **THIRD-PARTY WEBSITE LINKS ON CRD'S WEBSITE**

The CRD website may contain links to other websites on the Internet that are owned and operated by third parties. CRD does not control the privacy policies or practices of these websites. You are advised to review the privacy policies of the third party offering the website before providing any Personal Information to these websites. CRD is not responsible for the content or practices of any linked third-party websites and such third-party websites are provided solely as a convenience.

## **STORAGE OF "COOKIES" ON CRD WEBSITE USERS' COMPUTERS**

When you visit the CRD website, CRD will send a small piece of information called a "cookie" to your computer that helps CRD recognize your unique computer and your preferences when using the website. Cookies generally contain information about the type of browser you used, the date and time you visited the site, and the web pages you visited. Cookies do NOT include Personal Information, such as names, addresses, telephone numbers, and email addresses, and are only active when you log in to our site. This information collected on cookies is used to improve the user experience and for basic web metrics. Also, each time you visit the CRD website, information about your visit is captured in a web server log file. The information collected in the web server log file is discarded after each site visit and is used only for general reporting metrics and auditing purposes. This type of electronic information collection is permitted by law and is exempt from disclosure under the California Public Records Act.

The cookies will remain on your computer unless you delete them. You can manage your cookies by accessing your browser's preferences menu, which will allow you to delete them or prevent them from being placed on your computer. You should be aware, however, that some websites may not work properly if you block the placement of cookies on your computer.

Please find below links to instructions for managing cookies for specified browsers.

- [Microsoft Edge browsers](#)
- [Macintosh Safari browsers](#)
- [Google Chrome browsers](#)

## **RIGHT OF ACCESS TO CRD'S RECORDS CONTAINING PERSONAL INFORMATION**

In the State of California, laws exist to ensure that the government is open to the public and that the public is able to access records and information possessed by the government. At the same time, there are exemptions from mandatory disclosures in federal and state law.

These exemptions serve various purposes including protecting the privacy of individuals. All information collected by CRD becomes a public record that may be subject to inspection and copying by the public unless an exemption in law exists. In the event of a conflict between this Privacy Policy and the California Public Records Act, the Information Practices Act of 1977 and/or other law governing the disclosure of records, the California Public Records Act, the Information Practices Act of 1977, and/or other applicable law will control.

## **PROTECTING THE PRIVACY OF MINORS**

CRD recognizes the importance of protecting privacy where minors (a person under 18 years of age) are involved. CRD is committed to protecting the privacy of minors and does not knowingly collect Personal Information from minors or create profiles of minors through the CRD website. Website users are cautioned, however, that the collection of Personal Information submitted online or in an email will be treated as though it was submitted by an adult. CRD strongly encourages parents, guardians, and adults to be involved in the internet activities of their children or other minors they are responsible for and to provide guidance whenever minors are asked to provide Personal Information online. If you believe a minor has provided us with Personal Information related to a complaint, we ask that a parent, guardian, or other responsible adult contact us at 1-800-884-1684.

## **SECURITY OF PERSONAL INFORMATION**

CRD has put security measures in place to safeguard Personal Information maintained in our electronic and paper files and to protect it against loss or unauthorized access, use, modification, or disclosure. Access to Personal Information is limited to employees who have an established business need for the Personal Information including those directly involved in the filing, investigation, resolution, and/or litigation of your complaint.

CRD's security measures include various security technologies such as encryption software used to protect the security of Personal Information during transmission and storage. Personal information is destroyed according to the CRD's records retention policy, and CRD only retains these records for as long as necessary to fulfill CRD's business needs. CRD trains its employees on the procedures and management of Personal Information that is collected, precautions to be taken to prevent unauthorized access, use, modification, or disclosure, and compliance with limitations on the release of Personal Information.

## **ACCESS AND CORRECTIONS TO YOUR PERSONAL INFORMATION**

You have the right to inspect the Personal Information collected about you. Upon request, CRD will provide you with the Personal Information CRD collected in order to carry out its official responsibilities. You may correct errors in your Personal Information by submitting a written request that credibly shows the error and the accurate and complete facts. If you believe that your Personal Information is being used for a purpose other than what you intended when you submitted it, you may contact CRD to rectify the misuse. CRD will take reasonable steps to verify your identity before granting access or making corrections.

## **CRD PRIVACY OFFICER CONTACT INFORMATION**

If you have any questions or concerns about the information presented in this Privacy Policy, or if you would like to inspect records containing your Personal Information or request corrections to it, you may contact:

CRD Privacy Officer  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
[contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)  
1-800-884-1684

## **CHANGES TO PRIVACY POLICY**

CRD may update and revise this Privacy Policy. CRD will prominently post any revision or update on the CRD website.

## **EFFECTIVE DATE OF PRIVACY POLICY**

Effective Date: January 1, 2017

Revision Date: November 30, 2023



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

**When should I receive this form?** A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

**What is the Violence Against Women Act (“VAWA”)?** This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact Housing Authority of the County of Santa Cruz 831-454-9455 or go to HOPWA PROVIDERS — Santa Cruz County Human Services Department 831-454-7312. You can read translated VAWA forms at <https://www.santacruzhumanservices.org/>. You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*<sup>1</sup> includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

<sup>1</sup> For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

**What if I am an applicant under a program covered by VAWA?** You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

**What if I am a tenant under a program covered by VAWA?** You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

**How can tenants request an emergency transfer?** Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

**contact your landlord or property management company.**

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

**Can the perpetrator be evicted or removed from my lease?** Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

**What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance?** In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

**Are there any reasons that I can be evicted or lose assistance?** VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

**What do I need to document that I am a victim of VAWA abuse/violence?** If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

**Will my information be kept confidential?** If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.



**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact the Housing Authority Reasonable Accommodation office at 831-454-9455 ext. 317. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting U.S. Department of Housing & Urban Development, San Francisco Regional Office (415) 489-6400. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

**Need further help?**

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- For questions regarding VAWA contact the Housing Authority at (831) 454-9455.

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 2-1-1.

For tenants who are or have been victims of stalking, you 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 the Santa Cruz County District Attorney's Office – Victim Services at (831) 454-2400.

Victims of stalking seeking help may also contact the Santa Cruz County District Attorney's Office – Victim Services at (831) 454-2400.

**Public reporting burden** for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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

**Confidentiality Note:** Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

**Purpose of Form:** If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

**VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.**

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

**What if I require this information in a language other than English?** To read this in Spanish or another language, please contact Housing Authority of the County of Santa Cruz [redacted]; FOR HOPWA PROVIDERS — Santa Cruz County Human Services Department 831-454-7312 or go to <https://www.santacruzhumanservices.org/>. You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your

covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. For questions regarding VAWA contact the Housing Authority at (831) 454-9455.

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

1. Name(s) of victim(s): \_\_\_\_\_

2. Your name (if different from victim's): \_\_\_\_\_

3. Name(s) of other member(s) of the household: \_\_\_\_\_

4. Name of the perpetrator (if known and can be safely disclosed): \_\_\_\_\_

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: \_\_\_\_\_

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: \_\_\_\_\_

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: \_\_\_\_\_

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: \_\_\_\_\_

6. Anything else your housing provider should know to safely communicate with you?

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

**Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:**

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

*Dating violence* means violence committed by a person:

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

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

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

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

**Certification of Applicant or Tenant:** By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

---

**Signature**

---

**Date**

**Public Reporting Burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



# Housing Search Q&A

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

Jun 2021

## Where to look for a place to rent:

- ✓ Visit our website for the Rental Referral list and links to more online resources
- ✓ Read rental ads in the newspaper every day.
- ✓ Contact property management companies that have many places for rent.
- ✓ Visit neighborhoods where you would like to live and look for "For Rent" signs

## How to Find a Place to Rent with Your Voucher

### How do I begin my housing search?

Your search for a place to rent is as important as a job search. You will get more information at the Briefing when you get a voucher, but here are some things to consider:

- ✓ Start early and search every day. It takes a focused effort to find a place to rent. You may only have 60 days.
- ✓ Gather landlord and job references to present to a landlord you'd like to rent from.
- ✓ Present yourself well. Dress neatly when you go to look at a rental, and show the landlord that you would make a good tenant by paying the rent on time and taking care of the place.
- ✓ Bring the landlord information packet we gave you to show to the landlord or property manager.
- ✓ Use our **Rental Property Search Form** to document every rental you look at, and the outcome of your application in case you need to request a voucher extension.

### How much time do I have to find a place?

Usually you have 60 days from the date you got a voucher or vacated your unit to find a place to rent.

Do not make any commitment to rent until you have received your voucher and understand the terms and conditions. Remember that if funding is cut, **if you are searching for a rental your voucher could be frozen** for months or longer. Please do not wait until the expiration date to find a place to live!

### Can I just stay where I am?

Absolutely! If you have just received a voucher, we encourage you to consider "leasing in place," or using your voucher to rent the home you already live in. You still have the option of moving later.

Start the process of renting with your voucher right away. If your landlord is not interested, or if your home does not pass inspection, you will need time to search for another place to rent.

If you already have a voucher and are interested in moving, read our Transfer Q&A for more details.



**Questions? Call our Info Line at 454-5955**  
or visit us online at [www.hacosantacruz.org](http://www.hacosantacruz.org).



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For our business office or para información in español: 831 454-9455  
Program rules are subject to change. Use this as general guidance only.

TDD: 831 475-1146

# Housing Search Q&A cont'd

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

June 2021

## More About Finding a Place to Rent with Your Voucher

### What should I do when I find a place to rent?

When you find a place to rent, you and the landlord must complete the Request for Tenancy Approval (RTA) and return it to us.

If the landlord has any questions about the program, he/she can visit the Landlord section of our website call our Info Line.

We will review the RTA and, if needed, negotiate the total rent with the landlord.

We will also schedule an inspection. The unit must be vacant, and the power must be on, for us to inspect it. See our Inspection Q&A.

The landlord may conduct his/her own screening, charge you a market-rate security deposit, and use his/her own lease.

We recommend that you do not move in until the unit passes inspection, the lease is signed, and the Housing Assistance Payments (HAP) contract is approved, or you could be responsible for the full rent amount.

### What happens if I don't find a place to rent?

You have a limited time, usually 60 days, to find a place to rent. If you cannot find a rental, you may request an extension in writing. Otherwise, your voucher will expire and be issued to another family.

Do not wait until your voucher has expired to request an extension! You must make your request at least 7 days before the voucher expires.

There is no guarantee that your request for an extension will be approved. Our policy for extensions may change at any time. However, in general, extensions may be approved if:

- ✓ You have conducted a housing search and have a list of rentals you contacted to document your search, or:
- ✓ You are a person with disabilities and your doctor verifies that your disability prevented you from searching for housing or arranging help to find housing.

### Can a landlord refuse to rent to me because I have a Housing Choice Voucher?

Yes. There is no law against refusing to participate in the Housing Choice Voucher program.

However, federal law prohibits discrimination on the basis of race or color, religion, sex, national origin, disability, or family status (including children.) Call our Info Line for information on how to file a discrimination complaint.



### Need More Info?

Visit our website or call our Info Line for more resources, including:

- ✓ Family Contact List
- ✓ Request for Tenancy Approval (RTA)
- ✓ Extension Request Form
- ✓ Inspection Q&A
- ✓ New Landlord Q&A

**Info Line: 831 454-5955**

**Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)**

# Transfer Q&A

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

Apr. 2024

## Tips for a smooth transfer:

- ✓ Make sure your lease allows you to move now.
- ✓ Give your landlord the proper written notice before you move.
- ✓ Pay your rent through the last day of your lease and leave your unit in good condition.
- ✓ Return the keys to your landlord and get a receipt.
- ✓ Notify us of your move-out date.

## Information About Moving Within the Area

### When can I transfer with my voucher?

Before you get ready to move with your voucher, make sure you meet the following conditions:

- ✓ You cannot move until you reach the end of the term of your lease, or if you and your landlord mutually agree to terminate the lease before the end of the lease term. Check your lease to find out when the lease term ends.
- ✓ You must repay the Housing Authority or landlord any money you owe in full or enter into a satisfactory agreement to repay the debt. Your new Request for Tenancy Approval will not be processed until you are current with your payments.
- ✓ Remember that our subsidy standards may have changed since you were last issued a voucher. **If you move, your voucher size will be redetermined and you may be given a voucher with fewer bedrooms than you have now.**
- ✓ The Housing Authority does not get involved in disputes between the tenant and the landlord.

### What if I want to move out of the area?

Moving to a new unit within the county (or city, in the case of Hollister or San Juan Bautista), is called a "transfer." The information in this Q&A **only** covers moving within the county.

If you want to **move out of the area**, that's called a "portable." It's a different process than a transfer. You are allowed to "portable" under certain conditions. Please see our Portable Q&A for more information.

### What if I have already moved out?

If you have moved without notifying us, your voucher may be canceled. If you notified us before you moved out, you will be notified in writing about how many days you have to find a new place to rent and turn in a Request for Tenancy Approval (RTA.)

If you cannot find a unit before your search time expires, you can request an extension, but extensions may not be granted. If funding is cut while you are searching, your voucher could be "frozen" for weeks or months.



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# Transfer Q&A cont'd

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

Apr. 2024

## More About Moving Within the Area

### What should I do when I'm ready to move?

**Do nothing until you contact the Housing Authority.** Do not move until you understand and comply with our transfer procedures. When you are ready to move, please start the process early and follow these steps carefully. If you don't, **you risk losing your voucher or having to pay the full rent yourself.**

- ✓ Send us a **Transfer Request Form**, available from our website, our office, or by calling our Info Line.
- ✓ When we get your **Transfer Request Form**, we will send you a Transfer Packet. It has all the information you need. It includes a letter that tells you what voucher size you will get if you move.
- ✓ When you find a new place to rent, you and your new landlord must fill out the **Request for Tenancy Approval (RTA)** form in your packet and send it to us.
- ✓ You must also send us a **Vacate Date Certification Form**, which is in the packet, to verify your move-out date.

### What happens after I submit the paperwork to move?

This can be a lengthy process. After the Housing Authority has received the RTA and the Vacate Date Certification Form, the next steps will include:

- ✓ The Housing Authority will review the paperwork to make sure there is no overlap in dates between the old unit and the new one. **We cannot pay subsidy on two units at once.**
- ✓ We will perform a preliminary rent calculation. Your rent and utilities cannot exceed 40% of your monthly adjusted income.
- ✓ We will inspect the new unit.
- ✓ After the unit passes inspection, we will perform a final rent calculation to make sure the total rent is "reasonable" as compared to similar units.
- ✓ You and the landlord will sign a lease. The lease addendum will contain your rent amount.

### What if there have been changes to my family's income or composition?

Sometimes people move because of a change of job or family members. To report changes, complete a **Change Report Form** or **Request for Approval to Change Household Composition Form**, available from our website or by calling our Info Line. **The form will explain the rules about who you can add to your household.**



### Need More Info?

Visit our website or call our Info Line for more resources, including:

- ✓ Transfer Request Form
- ✓ Change Report Form
- ✓ Request for Approval to Change Household Composition Form
- ✓ Housing Search Q&A
- ✓ Portability Q&A

*If you still have questions about transfers, you may ask to speak to a supervisor.*

**Info Line: 831 454-5955**

**Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)**

# Portability Q&A

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista Oct. 21

## Tips for an easy move:

- ✓ Make sure your lease allows you to move now.
- ✓ Give your landlord the proper written notice before you move.
- ✓ Pay your rent through the last day of your lease and leave your unit in good condition.
- ✓ Return the keys to your landlord and get a receipt. The Housing Authority will need proof of your move-out date.

## Information About Moving to Another Area

### Can I move to another Area with my voucher?

Under the Housing Choice Voucher program, families can move with their assistance to another area. This is called "portability" or "porting."

In order to move to another housing authority's jurisdiction, you must meet one of the following criteria:

- ✓ The head of your household or spouse must have lived in the jurisdiction of your current housing authority at the time that you put your name on the waiting list, OR:
- ✓ You must have lived in the jurisdiction of the Housing Authority that issued your voucher for at least one year after you began receiving housing assistance.

If you are interested in porting out to another area, please complete a Portability Request Form, available in our office lobby or our website. The Housing Authority will contact you to inform you if you are eligible to port.

### What if I want to move to another unit in the same county?

Moving to a new unit within the county (or city, in the case of Hollister or San Juan Bautista), is called a "transfer." This is a different process than a "portable." If you want to transfer to another unit within the same county or city, please see our Transfer Q&A for more information.

The information on this sheet only applies to moving to another housing authority's jurisdiction.

### What if I have already moved out?

Moving to another area can be a lengthy process and is only possible if the other housing authority is able to assist you. **Do not move without notifying us first.** If you have moved out, call the Info Line immediately. Your voucher could be canceled.

You will have 60 days from your move-out date to find a new place to rent, in this county or in another jurisdiction, **or you may lose your voucher.**



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# Portability Q&A cont'd

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista Oct 21

## More About Moving to Another County

### What should I do when I'm ready to move?

When you are ready to move, please start the process early and follow these steps carefully. If you don't, **you risk losing your voucher or having to pay the full rent yourself.**

✓ Send us a completed **Portability Request form**, available from our website, our office, or by calling our Info Line.

✓ When we get your Portability Request Form, we will contact the housing authority where you wish to move and will find out if they are able to assist you.

✓ We will review your request and determine if you are eligible to 'port-out'. You will not be eligible to port if you have violated program rules, committed lease violations, or owe us money. We will send you a letter letting you know if your request has been approved.

✓ If approved, we will forward the documentation to the housing authority where you want to move.

### What happens after I am approved to move to another housing authority's jurisdiction?

Once the Housing Authority has approved your request to 'port-out', use the contact information provided to contact the housing authority where you want to move to discuss topics such as:

- ✓ What they need from you.
- ✓ Requirements they have for voucher holders porting in.
- ✓ How their payment standards will affect your portion of rent.
- ✓ How their subsidy standards might affect your voucher size.
- ✓ If you will be re-screened for program eligibility under their policies.
- ✓ Help with a security deposit.
- ✓ What their policies for termination or denial of assistance are.

### Every housing authority is different. Please review their requirements carefully.

- ✓ You will have a limited amount of time, usually 60 days, to find a place to rent.
- ✓ If you decide not to move with your voucher after all, or if you decide to move to a different housing authority's jurisdiction, you must let us know about your decision as soon as possible. If you select a different housing authority, the process must be repeated. Due to the time involved in the porting process, changes such as these may cause your voucher to expire.
- ✓ If you have already moved out of your unit, or if you have not leased up in a unit **you risk losing your assistance if you don't follow all the program deadlines.**

### What if there have been changes to my family's income or composition?

If your income has changed, or if you will be adding or removing family members when you move, please notify the housing authority in the area where you plan to move.

### Things to keep in mind:

Allow time for appointments at the receiving housing authority, rent approval and inspection of the unit you wish to move into.

Plan for extra expenses including: Living expenses during the move, security deposits, and moving expenses.

A lapse in housing might occur due to tight housing markets if you move from your old unit and have not secured a new unit to move into.



### Need more Info?

Visit our website or call our Info Line for more resources, including:

- ✓ Portability Request Form
- ✓ Housing Search Q&A
- ✓ Transfer Q&A
- ✓ Inspection Q&A
- ✓ New Landlord Q&A
- ✓ Special Needs for Persons with Disabilities Q&A.



# Housing Plus Q&A

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

Oct 21

## Who the Housing Plus Program benefits:

- ✓ People moving from welfare to work.
- ✓ People who are already working, but plan to increase their earned income through raises, promotions, better jobs, or more hours at work.
- ✓ People who are attending college or job training to upgrade their skills and get a better job.
- ✓ People saving up to buy their own home, start a business, or meet other long-term financial goals.

## Building a Solid Future for Your Family

### What is the Housing Plus program?

The Housing Plus program is designed to help families in the Housing Choice Voucher program become more self-sufficient. Here's how it works:

- ✓ You sign a Contract of Participation that outlines your goals and your plan to reach those goals.
- ✓ As your family's **earned income** (wages and other income from work) increases, we put money aside in an account for you. The amount we put aside is based on your increase in earned income and other factors.
- ✓ When you reach your goal, we send you all the money in your account. **You must complete your goal within five years** to get the money.
- ✓ There is no other penalty to you if you don't reach your goal. In fact, **you have nothing to lose by joining the Housing Plus program**. This program was previously called the Family Self Sufficiency program (FSS).

### What kind of goals would I have to meet to participate in Housing Plus?

There are two goals that **all families must meet** in order to participate:

- ✓ Everyone in the household must be off welfare assistance for one year before the Contract of Participation is complete.
- ✓ The head of household must seek and maintain suitable employment.

### The rest of the goals are up to you.

Examples of goals that families set for themselves include:

- ✓ Completing a GED or getting a college degree.
- ✓ Completing a job training or welfare-to-work program.
- ✓ Getting a new job or a better job.
- ✓ Getting a raise or promotion at the job you already have.
- ✓ Learning about homeownership and buying a home.
- ✓ Starting a small business.



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# Housing Plus Q&A cont'd

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

Oct 21

## Getting Involved in the Housing Plus Program

### What other program requirements are there?

In order to enroll in the program, you must sign a Contract of Participation.

Once a year, we will send you a form and ask you to update us on the progress you are making toward your goals. Also, you may request permission to make changes to your Contract goals.

Before you can receive the funds in your account, you must provide verification that you met your goals. This may include proof of income, proof that no one in the family receives welfare, and proof that you've met other goals like getting a college degree.

**You must notify us when you reach your goal.** There will be no additional funds deposited into your account after you reach your goal. The sooner you notify us, the sooner you can receive the money.

**You will "graduate" and get your money automatically if your family's monthly income reaches a certain upper limit.** This amount changes every year, and we can calculate it for you when you enroll.

### What happens when I get the money in my account?

When you notify the Housing Authority that you have met your goals, we will review your file, request any verifications we may need, make sure you have met all program requirements, and then we will issue a check to you.

There are no restrictions or requirements regarding what you do with the money. Most families continue to receive assistance from the Housing Authority, and the funds that are paid out to you would be counted as an asset during your annual recertification.

Many families choose to use the money as downpayment on a home.

Housing Choice Voucher families may apply to use their voucher to help them make mortgage payments on a home of their own.

There are a limited number of special Homeownership Housing Choice Vouchers reserved for Public Housing families graduating from the Housing Plus program.

Refer to the Housing Programs Q&A for more information about housing opportunities that might be available to you.

### Can I enroll now?

The Housing Authority has a limited number of slots for Housing Plus families. If you think you may be interested in enrolling, we encourage you to call now and check on availability.

Remember, you have nothing to lose by joining the Housing Plus program! If you plan to increase your earned income, this program can help you build a savings account for your future.



### Need More Info?

Visit our website or call our Info Line for more information about program responsibilities, including:

- ✓ HCV Homeownership Q&A
- ✓ Housing Programs Q&A
- ✓ Annual Recertification Q&A
- ✓ Reporting Changes Q&A
- ✓ Transfer Q&A
- ✓ Special Needs Q&A

**Info Line: 831 454-5955**

**Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)**

050032 BA 10821



# Special Needs Q&A

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

February 2025

## What kind of assistance do you offer for persons with disabilities?

The Housing Authority of the County of Santa Cruz has special voucher programs for disabled persons meeting certain eligibility criteria. For a list of all special voucher programs, please visit our website at <https://hacosantacruz.org/waiting-lists/waiting-lists-for-all-programs/>. Additionally, if you are homeless or at risk of homelessness, please reach out to <https://housingforhealthpartnership.org/GetHelp/CoordinatedEntry.aspx> or call 831-454-4122 or 2-1-1.

You might consider contacting the caseworker you have through the County or other Agency that is not the Housing Authority, to discuss options for you.

## What other options might be available?

When you apply for or begin receiving assistance from the Housing Authority, our staff can help with special needs such as:

- ✓ Authorizing someone else to speak to us, receive mail, or sign papers on your behalf.
- ✓ Requests for extensions of important deadlines if the delay was related to a disability.
- ✓ Requests for a live-in aide, which is a person that is required by your disability to live in your home and assist you.
- ✓ Requests to rent a unit from a relative if you are unable to find another unit with the special features you require.

## Other options, continued:

- ✓ Requests for an extra bedroom to store oversized medical equipment or provide extra space related to the disabilities.
- ✓ Other special needs

## How Do I Make a Request?

Complete the appropriate Special Request Form, which you can download from our website, or call our Info Line (# below) to request a form or to make your request verbally if you cannot complete the form.

Make your request as early as possible so that processing time will not interfere in your housing needs.

Be specific about what you are asking for.

Once we get the request, we will send a form directly to your health care provider, social worker, or other knowledgeable professional to verify the need. Please make sure that person is aware of your needs and understands how important it is to provide as much detail as possible on our form and return it quickly. Your health care provider or social worker cannot give the form to you—he or she must send it directly to us.

## When will I know if my request has been approved?

This depends on how long it takes your health care provider or social worker to respond. Most requests take over 30 days to process. We will send you a letter notifying you of our decision.

## Approving a special request can result in you receiving more rental assistance that would otherwise be used to help another family.

For this reason, we require thorough documentation of the need and we will verify that the accommodation is being used.

**Questions? Call our Reasonable Accommodation Line at 454-5955 ext. 317, email [ra@hacosantacruz.org](mailto:ra@hacosantacruz.org), or visit us online at [www.hacosantacruz.org](http://www.hacosantacruz.org)**



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# Special Needs Q&A cont'd

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

February 2025

## More Information for Persons with Disabilities

### What are the requirements for live-in aides?

- ✓ A live-in aide (LIA) cannot be someone who would normally live with you as part of your family or support you financially. A LIA is an employee who you hire to provide care.
- ✓ A health care provider, social worker, or other knowledgeable professional must verify that you need a LIA to perform essential tasks related to your disability during nighttime hours. The Housing Authority will confirm this need.
- ✓ You may not charge rent to a LIA.
- ✓ A LIA does not have any rights to the voucher and is not considered part of the assisted household.
- ✓ A LIA's income is not counted as part of your household income.
- ✓ A LIA must live with you full-time and document that he/she does not have another residence.
- ✓ You do not need our approval for daytime help, only for a LIA to live with you.

### What are the requirements for renting from a relative?

You are only allowed to rent from a relative if:

- ✓ Your health care provider, social worker, or other knowledgeable professional verifies that you need special features due to a disability, and
- ✓ You complete a Housing Search Form to show that you tried to find another unit and that your needs can be met only by your relative's unit.

### How can I get a larger unit or an extra bedroom?

Granting extra bedrooms mean that you get more rental assistance that could otherwise help another family. Extra bedrooms are approved in limited situations for:

- ✓ Large medical equipment
- ✓ Certain conditions that make it impossible for two people to share a room.

### If you are searching for a unit, do not assume that your request will be approved!

Continue your housing search. You might not get an extension on your voucher simply because you were waiting for approval of your request.

### When can I get an extension of my voucher expiration date?

Extensions due to a disability are only granted if your health care provider, social worker or other knowledgeable professional documents the dates when your disability prevented you from searching for a rental. There is no guarantee that extensions will be granted. **If you do not lease up by the deadline, you could lose your voucher.** Continue your housing search and document every unit you contact.



### Need More Info?

Visit our website or call our Reasonable Accommodation Line for more resources, including:

- ✓ Special Needs Request Form
- ✓ Live-in Aide Request Form
- ✓ Housing Search Form
- ✓ Authorization to Act on Tenant's Behalf Form
- ✓ Housing Search Q&A

Reasonable Accommodation Line: 831 454-5955 ext. 317

Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)

# Hearings & Appeals Q&A

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

Oct 21

## Tips for filing an appeal:

- ✓ If you receive a denial or decision letter, be sure to respond by the deadline.
- ✓ Put your response in writing.
- ✓ **If you need help with your appeal due to a disability or limited English skills**, please call the Housing Authority and ask for help.
- ✓ You may request a copy of the appropriate hearing or grievance procedure.

## Learn More About Your Appeal and Hearing Rights

### How can I appeal a Housing Authority decision?

Many of the decisions made by the Housing Authority can be appealed. Examples of decisions you may appeal include:

- ✓ A decision to deny assistance to an applicant.
- ✓ A determination of the family's income, which is used to calculate the amount of rent a family will pay.
- ✓ A determination of the utility allowance that applies to the family
- ✓ A determination of a family's unit size (number of bedrooms) **for participants**.
- ✓ A decision to terminate program assistance for a family.
- ✓ Termination or denial decisions due to criminal or drug-related activity are subject to a special appeal process to safeguard the confidentiality of such records.

### Under what circumstances would I not be eligible to appeal a Housing Authority decision?

The informal hearing process is not available to you for the following situations.

- ✓ Discretionary administrative determinations by the PHA.
- ✓ General policy issues or class grievances
- ✓ A determination of the family unit size **for applicants**.
- ✓ An PHA determination not to approve an extension or suspension of a voucher term.
- ✓ A PHA determination not to grant approval of the tenancy.
- ✓ An PHA determination that a unit is not in compliance with HQS (Housing Quality Standards), including overcrowding determinations.
- ✓ A determination by the PHA to exercise or not to exercise any right or remedy against the owner under a HAP contract.



**Questions? Call our Info Line at 454-5955  
or visit us online at [www.hacosantacruz.org](http://www.hacosantacruz.org)**



2160 41<sup>st</sup> Avenue, Capitola, CA 95010 Open M-TH 8-4:30, Closed Fridays  
For our business office or para información in español: 831 454-9455  
*Program rules are subject to change. Use this as general guidance only.*

TDD: 831 475-1146

# Hearings & Appeals Q&A p.2

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

Oct 21

## More About Grievances and Discrimination Complaints

### What are the steps for filing an appeal?

The process varies depending on the program, but in general, the steps are:

- ✓ The family requests an appeal by the deadline.
- ✓ Housing Authority staff will contact the family and offer a meeting, by phone or in person, to help resolve the problem.
- ✓ If the family does not want a meeting, or if the issues is not resolved or if the nature of the issue requires it,, an informal hearing will be scheduled.
- ✓ Before the hearing, the family has a right to review their file and any documents related to the determination.
- ✓ The family may bring a representative or advocate with them to the hearing.
- ✓ The Hearing Officer will be someone who was not directly involved with the decision.
- ✓ At the hearing, the family and the Housing Authority staff will present information to the Hearing Officer.
- ✓ The Hearing Officer will issue a written decision after the hearing.

### What if I believe a landlord has discriminated against my family?

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

If you think that a landlord, property manager, or other housing provider has discriminated against you, you have the right to file a complaint with the Office of Fair Housing and Equal Opportunity.

**The Housing Authority can give you the form and provide assistance in filing a fair housing complaint, or visit this website to obtain a form:**

[www.hud.gov/complaints/housediscrim.cfm](http://www.hud.gov/complaints/housediscrim.cfm)

You may also call toll-free 1 (800) 669-9777 to file a complaint.

### What if I believe the Housing Authority has discriminated against me on the basis of disability?

You have a right to file a grievance if you think the Housing Authority has discriminated against you on the basis of disability.

To file a grievance at any time, submit your request to the Housing Authority in writing, to the attention of "504 Coordinator."



### Need More Info?

Visit our website or call our Info Line to get more resources, including:

- ✓ Special Needs Q&A
- ✓ Program Fraud Q&A
- ✓ Waiting List Q&A
- ✓ Housing Authority Programs Q&A
- ✓ Program Eligibility Q&A

**Info Line: 831 454-5955**

**Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)**

# TENANT RESUME

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State \_\_\_\_\_  
Phone \_\_\_\_\_

## CURRENT INCOME AND EMPLOYMENT INFORMATION/HISTORY

Name \_\_\_\_\_  
Length of Employment \_\_\_\_\_  
Job Title/Employer \_\_\_\_\_  
Salary \_\_\_\_\_

Name \_\_\_\_\_  
Length of Employment \_\_\_\_\_  
Job Title/Employer \_\_\_\_\_  
Salary \_\_\_\_\_

Name \_\_\_\_\_  
Length of Employment \_\_\_\_\_  
Job Title/Employer \_\_\_\_\_  
Salary \_\_\_\_\_

Name \_\_\_\_\_  
Length of Employment \_\_\_\_\_  
Job Title/Employer \_\_\_\_\_  
Salary \_\_\_\_\_

## FAMILY INFORMATION

Name	Age	Relationship	Occupation

## PETS: (describe)

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

## RENTAL HISTORY

Dates: From: \_\_\_\_\_ To: \_\_\_\_\_  
Address: \_\_\_\_\_  
Landlord Name: \_\_\_\_\_  
Reason For Moving: \_\_\_\_\_

Dates: From: \_\_\_\_\_ To: \_\_\_\_\_  
Address: \_\_\_\_\_  
Landlord Name: \_\_\_\_\_  
Reason For Moving: \_\_\_\_\_

*Continued on next page*

RENTAL HISTORY (continued)

Dates:

From:

To:

Address:

Landlord Name:

Reason For Moving:

Dates:

From:

To:

Address:

Landlord Name:

Reason For Moving:

CREDIT/FINANCIAL INFORMATION

CRIMINAL HISTORY

HOUSEKEEPING INFORMATION

WHY A LANDLORD SHOULD RENT TO US

PERSONAL OR PROFESSIONAL REFERENCES



## Rental Property Search Form

Each time you contact anyone regarding renting a dwelling unit, you **must** write it on this form. It is extremely important that you do this. If you need additional time to search for a unit, you will be required to submit this information along with your request for an extension. Write down **every contact**, even if you are told the unit is already rented.

DATE	ADDRESS/OWNER	HOW YOU HEARD ABOUT THE RENTAL	WHAT HAPPENED WHEN YOU TRIED TO RENT?

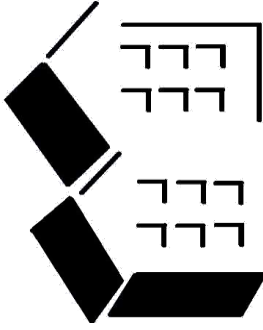
[illegible]





U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



**RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT**

## ***What You Should Know About EIV***

### **A Guide for Applicants & Tenants of Public Housing & Section 8 Programs**

#### **What is EIV?**

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

#### **What information is in EIV and where does it come from?**

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

#### **What is the EIV information used for?**

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

#### **Is my consent required in order for information to be obtained about me?**

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

**Note:** *If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.*

#### **What are my responsibilities?**

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

### **What are the penalties for providing false information?**

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

**Protect yourself by following HUD reporting requirements.** When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

### **What do I do if the EIV information is incorrect?**

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

**Debts owed to PHAs and termination information** reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

**Employment and wage information** reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

**Unemployment benefit information** reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

**Death, SS and SSI benefit information** reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: [www.socialsecurity.gov](http://www.socialsecurity.gov). You may need to visit your local SSA office to have disputed death information corrected.

**Additional Verification.** The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

**Identity Theft.** Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

### **Where can I obtain more information on EIV and the income verification process?**

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/officespihprograms/bhfrtip/iv/cfn>.

**The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:**

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)