

# Housing Choice Voucher Program Participant Handbook January 2019

Serving the counties of  
Clarendon, Colleton, Dorchester, Fairfield, Kershaw,  
Lee and Lexington

South Carolina State Housing Finance and Development Authority  
300-C Outlet Pointe Boulevard  
Columbia, SC 29210  
Phone: 803.896.8888 Fax: 803.551.4900

**SCHousing.com**

Email: [voucher@schousing.com](mailto:voucher@schousing.com)



Speech or hearing  
impaired persons using a  
telecommunications device for  
the deaf may call our TTY line  
at 803.896.8831

# TABLE OF CONTENTS

## Chapter 1

Welcome to the Housing Choice Voucher Program.....	1
Description of the Housing Choice Voucher Programs.....	1
Reasonable Accommodation (Persons with Disabilities) .....	2

## Chapter 2

Responsibilities and Obligations within the Housing Choice Voucher Programs .....	3
SC Housing’s Responsibilities .....	3
The Participant Family’s Responsibilities.....	3
The Owner’s/Landlord’s Responsibilities.....	3
Obligations of the Family.....	4
Obligations of the Owner/Landlord .....	5
Violence Against Women Act (VAWA).....	6

## Chapter 3

The Housing Choice Voucher, Project Based Voucher, and Homeownership Voucher Programs .....	7
Housing Choice Voucher Program.....	7
Voucher Term and Extensions .....	7
Subsidy Standards (Unit Size Determination, # of Bedrooms).....	7
Finding a Rental Unit .....	8
Dealing with an Owner/Landlord.....	8
After Finding a Unit .....	9
Affordability Analysis .....	9
Renting From a Relative.....	9
Project Based Voucher Program .....	9
Housing Choice Voucher Program – Homeownership Option .....	9
Eligibility Requirements.....	10
Homeownership Subsidies .....	10
Applying for the HCV Homeownership Program.....	10

## Chapter 4

Assistance Calculations .....	11
What is Income?.....	11
What are Assets? .....	11
Total Tenant Payment .....	12
Utility Allowances.....	13
Voucher Program Calculations .....	13
Maximum Contract Rent Calculations.....	14
Utility Reimbursement Payments (URP) .....	14

## Chapter 5

Rental Units .....	15
Participant Inspection of the Unit.....	15
Maintenance of the Unit .....	15
Lead-Based Paint.....	15
Housing Authority Inspection of the Unit.....	16

## Chapter 6

The Lease .....	17
Participant and Owner/Landlord Disputes .....	17
Evictions.....	17

## Chapter 7

Annual and Interim Re-Examinations .....	18
Annual Re-Examinations .....	18
Interim Re-Examinations .....	18
Zero Housing Assistance Payments (HAP).....	19
Continued Rental Assistance.....	19

## Chapter 8

Moving.....	20
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## Chapter 9

Portability under the Voucher Programs.....	21
Restrictions on Portability .....	21
Facts About Portability.....	21

## Chapter 10

Fraud in the Rental Assistance Programs .....	22
Money Owed to SC Housing Due to Fraud .....	22

## Chapter 11

Re-Payment Agreement .....	23
Late Payments .....	23
Guidelines for Re-Payment Agreements.....	23

## Chapter 12

Informal Hearing Procedures for Participants .....	24
Glossary .....	25

**Appendix A**

Contact Names and Telephone Numbers.....

**Appendix B**

Tenancy Addendum (HUD 52641-A) .....

**Appendix C**

SC Residential Landlord and Tenant Act – Common Questions .....

**Appendix D**

What SC Law Says About the Eviction Process (SC Appleseed Legal Justice Center).....

**Appendix E**

Fair Housing is the Law in SC (SC Human Affairs Commission).....

**Appendix F**

What You Should Know About EIV and Debts Owed to Public Housing Agencies and Terminations (Form HUD 52675) .....

**Appendix G**

Applying For HUD Housing Assistance (Form HUD-1141) .....

**Appendix H**

Protect Your Family from lead in Your Home .....

**Appendix I**

How Portability Works .....

**Appendix J**

A Good Place to Live (HUD 593-PIH).....

## Chapter 1

### Welcome to the Housing Choice Voucher Program

The U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program (HCVP) is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford safe, decent and sanitary housing in the private market. The South Carolina State Housing Finance and Development Authority (SC Housing) administers the program in seven South Carolina counties; Clarendon, Colleton, Dorchester, Fairfield, Kershaw, Lee and Lexington.

Each participant family has a team of Housing Program Coordinators (HPCs) to assist them. The HPCs have been trained on the program rules and passed a Certification Examination. If you have any questions about Rental Assistance or do not understand something contained in the Participant Handbook, please contact the HPC team assigned to you. This handbook contains information that will help:

- Explain program rules and regulations to eligible applicants that have been issued a Housing Choice Voucher or placed in a Project-Based Voucher rental unit
- Participant families remain on the program for as long as the family needs the assistance and continues to meet eligibility requirements
- Voucher families locate a quality rental unit

This handbook is based on current law, HUD rules and regulations and SC Housing policy. The laws, rules, regulations and policies may change at any time and without notice. This handbook is intended as a guide and is not the "official rulebook" for the Housing Choice Voucher Programs.

### Description of the Housing Choice Voucher Programs

The Housing Choice Voucher Programs were established to subsidize the rent for very-low income families in the private rental market. Families must meet HUD and SC Housing eligibility requirements to receive assistance. Under each program, families pay about 30% of their adjusted monthly income toward housing expenses (rent and utilities). The amount of subsidy may be recalculated any time the family's income changes. Family eligibility and subsidy calculations must be re-examined at least annually and unit eligibility must be re-certified at least bi-annually.

**Housing Choice Voucher Program** (HCVP or Voucher Program) is the primary rental assistance program administered by SC Housing. Under this program, eligible families select a rental unit and SC Housing subsidizes their rent. The Voucher Program also allows families to move nationwide and still receive assistance, provided certain conditions are met. A family can utilize the voucher in the unit they currently live in (provided the owner/landlord is willing to participate in the program), or move to a unit anywhere in the county they received the voucher in. A family can also request to move anywhere in the U.S. that has a Housing Authority administering the HCVP (provided their physical address at the time of application is the same as the county they applied for.) This is called "Portability" which is covered in Chapter 9.

**Housing Choice Voucher Program – Homeownership Option** (HVP or Homeownership Voucher Program) Eligible families select a home to purchase and SC Housing subsidizes their mortgage payment. Families are required to be active participants in the Voucher Program, have a certain level of earned income, qualify for mortgage financing from an approved lender, and complete required training. HVP participants will have a standard mortgage (not "rent-to-own") and all the rights and responsibilities of a homeowner. SC Housing will re-certify the family annually and adjust the amount of mortgage subsidy. Homeownership Vouchers have a 10 or 15 year time limit (except for elderly or disabled households). The HVP also allows families to move nationwide and still receive assistance. (See Chapter 3)

**Project-Based Voucher Program** is a program that encourages owners to set aside rental units for very-low income families. Owners and SC Housing will sign multi-year contracts for units or complexes. Participants are assisted only while they live in the Project Based Voucher unit. The Project-Based Voucher Program does allow families to move and still receive assistance. (See Chapter 3)

**IMPORTANT** – HUD regulations restrict families from receiving more than one form of rental assistance at any given time. Families who receive duplicate assistance may lose their eligibility for any of the federal rental assistance programs and may be required to repay the assistance and/or be prosecuted.

If you are currently receiving assistance, you must provide notice to your landlord in accordance with your lease of your intent to move. During the lease up process, you will be required to sign a statement of the requirement to provide a copy of the move out documents to your HPC within 10 business days of the date of your lease under the HCVP.

### **Reasonable Accommodation (Persons with Disabilities)**

If you or anyone in your family is a person with disabilities, and require a specific accommodation in order to fully utilize our programs and services, please contact your HPC. All disability claims and requests for reasonable accommodations are subject to verification. Requests for reasonable accommodations must be in writing and list the specific reason(s) the accommodation is needed. Send requests to:

SC Housing  
Voucher Program – (List your county, i.e. Lexington County)  
300-C Outlet Pointe Blvd.  
Columbia, SC 29210

Or by fax at (803) 551-4900

If using a telecommunications device for the deaf please call (803) 896-8831.

If you or anyone in your family is a person with disabilities, the family may request a list of available accessible units known to SC Housing. The family may also search the website, [www.SCHousingSearch.com](http://www.SCHousingSearch.com), for available accessible units that are listed.

## Chapter 2

### Responsibilities and Obligations within the Housing Choice Voucher Programs

The HCVP is a three-way partnership between SC Housing, the family, and the owner/landlord. SC Housing's involvement is to subsidize rent; it does not change the basic tenant/landlord relationship.

#### SC Housing's Responsibilities

- Provide participant families and owners/landlords with prompt, courteous and professional service
- Review all applications to determine program eligibility
- Explain the rules of the programs to eligible participant families and owners/landlords
- Issue a Voucher to eligible applicants and, if necessary, assist the families in finding a place to live
- Place eligible families in available Project-Based Voucher units
- Approve the unit, the owner/landlord and the lease
- Make Housing Assistance Payments (HAP) to the owners/landlords in a timely manner
- Ensure that both the participant family and the unit continue to qualify under the program
- Comply with the terms of the HAP Contract with the property owner/landlord
- Ensure compliance with the South Carolina Residential Landlord and Tenant Act by participants and owners/landlords

#### The Participant Family's Responsibilities

- Familiarize yourself with the Participant Handbook and ask questions if you do not understand
- Find a place to live that is suitable for the family and qualifies for the program
- Take responsibility for the care of the rental unit
- Pay your portion of the rent on time and comply with the terms of your Lease
- Comply with the family obligations of the Voucher or Project Based Voucher Programs
- Provide SC Housing with complete and accurate information
- Cooperate with SC Housing (attend all scheduled appointments, provide all information and return documents in a timely manner)
- Comply with the South Carolina Residential Landlord and Tenant Act

**The participant family's most important responsibility is to promptly report changes in income and in the number of household members (family composition). This information must be submitted in writing within ten (10) business days of the change or you may be subject to a debt repayment. It is also your responsibility to ensure the HPC receives any change you report.**

#### The Owner's/Landlord's Responsibilities

- Become familiar with the Owner Handbook and ask questions as needed
- Screen families who apply to determine if they will be suitable tenants
- Maintain the housing unit, periodically inspect the property, make necessary repairs in a timely manner and verify that the participant family still lives there
- Collect rent due from the participant family and otherwise enforce the lease
- Cooperate with SC Housing
- Comply with the terms of the HAP Contract with SC Housing
- Comply with the South Carolina Residential Landlord and Tenant Act and the Fair Housing laws

## Obligations of the Family

When the family's unit is approved and the HAP contract is executed, the family must comply with the Obligations of the Family as listed on the back of the Housing Choice Voucher. The family must:

1. Supply any information that SC Housing or HUD determines necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled re-examination or interim re-examination of family income and composition
2. Disclose and verify social security numbers; sign and submit consent forms for obtaining information.
3. Supply any information requested by SC Housing to verify that the family is living in the unit or information related to family absence from the unit
4. Promptly notify SC Housing, in writing, when the family is away from the unit for an extended period of time, in accordance with SC Housing policies
5. Allow SC Housing to inspect the unit at reasonable times and after reasonable notice - **Note (A)**
6. Notify SC Housing and the owner, in writing, in accordance with the lease or at least 30 days in advance, before moving out of the unit or terminating the Lease
7. Use the assisted unit for residence by the family. The unit must be the family's only residence
8. Promptly notify SC Housing, in writing, of the birth, adoption, court-awarded custody of a child
9. Request SC Housing written approval to add any other family member as an occupant of the unit **before the new member is allowed to move in**
10. Promptly notify SC Housing, in writing, if any family member no longer lives in the unit
11. Give SC Housing a copy of any owner eviction notice within 5 business days after receipt
12. Pay utility bills and supply appliances that the owner is not required to supply under the Lease

**Note (A)** – It is very important that you keep all scheduled appointments. If you must reschedule, contact your HPC prior to the date of the appointment. Failure to keep scheduled appointments may result in you losing your eligibility for rental assistance.

The family (including each family member) **must not**:

1. Own or have any interest in the unit (other than in a cooperative)
2. Commit any serious or repeated violation of the Lease
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program
4. Engage in drug-related or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises
5. Sublease or let the unit or assign the Lease or transfer the unit
6. Receive HCVP rental assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or Local Housing Assistance Program
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises
8. Receive HCVP rental assistance while residing in a unit owned by a parent, child, grand-parent, sister or brother of any member of the family, unless SC Housing has verified and approved a reasonable accommodation for a family member who is a person with disabilities
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

**Violation of any of these rules is grounds for SC Housing to terminate rental assistance for the family.**

## Obligations of the Owner/Landlord

The owner/landlord has certain obligations under the provisions of the Lease and Housing Assistance Payments Contract.

Maintenance and Services:

- The owner/landlord must maintain the dwelling unit, equipment and appliances (except appliances furnished by the tenant), and common areas and facilities, in accordance with HUD's Housing Quality Standards (HQS), including the provision of all the services, maintenance and utilities set forth in the Lease
- The owner/landlord must respond in a reasonable time to calls by the participant family for services to maintain the dwelling unit. Maintenance with respect to common areas, facilities and equipment shall include, but is not limited to, cleaning and maintenance of lighting and equipment, maintenance of grounds, lawns and shrubs, and removal of snow and ice

Owner/Landlord Entering the Unit. The owner/landlord or his agent may enter the dwelling unit in accordance with the lease and the SC Residential Landlord and Tenant Act as follows:

Without consent of the tenant:

- At any time in case of an emergency
- Between the hours of 9:00 am and 6:00 pm for the purpose of providing regularly schedule periodic services provided they are set forth in writing in the lease and that prior to entering, the landlord announces his intent to enter to perform services; or
- Between the hours of 8:00 am and 8:00 pm for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services

With consent and at least a **twenty four (24)** hour notice:

- To inspect the premises, make necessary or agreed upon repairs, decorations, alterations, or improvements.
- To exhibit the unit to prospective purchasers, mortgagees, tenants and workmen, or contractors.

The owner/landlord has no other right of access except:

- Pursuant to a court order
- Tenant noncompliance affecting health and safety
- When accompanied by a law enforcement officer at reasonable times in ejectment proceedings; or
- Tenant has abandoned or surrendered the unit

A tenant shall not change locks on the dwelling unit without the permission of the landlord.

## Violence Against Women Act 2013 (VAWA)

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. HUD oversees the Housing Choice Voucher Program (HCVP) compliance with VAWA.

If you are an HCVP **applicant** and otherwise qualify for assistance, you cannot be denied admission or denied assistance because you are, or have been, a victim of domestic violence, dating violence, sexual assault or stalking.

If you are already **receiving assistance** under the HCVP, you may not be denied assistance, terminated from participation or be evicted from your rental housing because you are, or have been, a victim of domestic violence, dating violence, sexual assault or stalking.

VAWA created the following:

- **Notice of Occupancy Rights** explains the protections provided and how to request them.
- **Owner Notice of Occupancy Rights and Obligations** for owner/landlords that have units under a Housing Assistance Payments contract with SC Housing.
- **Emergency Transfer Plan** VAWA requires the implementation of an emergency transfer plan which identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security.

Please take time to read and understand the Notice of Occupancy Rights to understand the rights and responsibilities of all parties with respect to victims of domestic violence, dating violence, sexual assault or stalking. If you have any questions concerning VAWA and how it applies to you, please contact your HPC.

## Chapter 3

### The Housing Choice Voucher, Project Based Voucher, and Homeownership Voucher Programs

#### Housing Choice Voucher Program

The Voucher program allows you to select your own rental unit in the private market. The unit can be a house, apartment, duplex, townhouse, condominium or mobile home. If you are currently living in a unit that meets your needs you may elect to stay where you are provided your landlord/owner agrees to accept your voucher.

#### Voucher Term and Extension

You will have **sixty (60) days** to locate a place to live. Generally, the Housing Authority **will not approve extensions** to the voucher term except for reasonable accommodations for disabled families, circumstances beyond the family's control such as serious illness, death in family, other family emergencies, obstacles due to employment, whether the family has submitted Requests for Tenancy Approval (RTA) that were not approved, and whether family size or other special requirements make finding a unit difficult. If you meet this criteria, you must request the extension, in writing, **thoroughly explaining** the reason for the extension, and SC Housing must receive it prior to the expiration date of the Voucher. Persons with disabilities may request a reasonable accommodation (See Chapter 1).

Upon receipt of a completed RTA, the voucher term will be suspended to compensate the family for the time it takes SC Housing to process the tenancy. The suspension will end when SC Housing approves or denies the tenancy and notifies the family in writing. The period of the suspension will automatically be added to the Voucher term and the new expiration date will be provided in the notification letter.

#### Subsidy Standards (Unit Size Determination, # of Bedrooms)

SC Housing assigns one bedroom/sleeping room for each two persons within the household. Household members will be included in determining unit size only if they will be in the unit for more than 180 days in a year. SC Housing does not determine who actually shares a bedroom/sleeping room. The following are the exceptions to the "two person per bedroom" rule:

- Persons of different generations (except when less than 10 years apart in age) will be allocated separate bedrooms.
- Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.
- Live-in aides will be allocated a separate bedroom.
- Unrelated adults of the same gender will be allocated separate bedrooms.
- Single person families will be allocated one bedroom.
- SC Housing will reference the following chart in determining the appropriate Voucher size for a family:

<b>Voucher Size</b>	<b>Persons in Household (Minimum - Maximum)</b>
1 Bedroom	1 – 2
2 Bedrooms	2 – 4
3 Bedrooms	3 – 6
4 Bedrooms	4 – 8
5 Bedrooms	6 - 10

SC Housing may grant exceptions from these subsidy standards if the family requests, and SC Housing determines that the exceptions are justified. The written request must explain the need or justification for a larger unit. Documentation verifying the need or justification will be required as appropriate. SC Housing will not issue a larger subsidy due to additions of family members until the next scheduled annual re-examination.

SC Housing must approve all household members residing in the unit. You **must** obtain prior written approval of any additional family member **before the new member occupies the unit**. You must inform SC Housing and your owner/landlord within ten (10) business days for changes in composition due to birth, adoption, court-awarded custody, or death of any family member.

### **Finding a Rental Unit**

HUD and SC Housing encourage families to move away from areas where there is a high concentration of poverty and/or minorities. HUD believes that by moving out of these areas, families will be more successful and independent. SC Housing wants HCVP families to live in good quality units in nice areas close to employment, shopping and services. However, HCVP families select where they live. It is your responsibility to yourself to find a quality unit.

Every family is unique. Families have different tastes, desires and needs for rental units. SC Housing cannot and will not tell you where to live. The HPC may suggest areas or owners where they believe there are quality vacancies that the family might like. The HPC cannot make the decision for you. Ask your HPC if you have any questions.

Owners/Landlords advertise properties in different ways. Here are some places to look:

- [WWW.SCHousingSearch.com](http://WWW.SCHousingSearch.com) – primary search tool (copy of list provided upon request)
- Check in the classified section of local newspapers, bulletin boards in laundry mats and supermarkets
- Drive through neighborhoods you like and look for rental signs
- Ask family members, friends and neighbors if they know of any property available for rent
- If the family includes a person with disabilities, the family may request a list of available accessible units known to SC Housing

### **Dealing with an Owner/Landlord**

After selecting a unit that meets your needs, you must ask the owner/landlord if they will participate in the HCVP. **Do not sign a Lease or place a Security Deposit until you speak to your HPC.** SC Housing may not be able to approve the unit and you may be obligated by the lease or lose your security deposit.

The owner/landlord must agree to participate in the HCVP program. SC Housing cannot force an owner/landlord to participate, and refusing to participate is not grounds for a Fair Housing Discrimination complaint. SC Housing will only provide prospective owners with the following information, if requested:

- Your family’s current and prior addresses and current and prior owner’s/landlord’s name and addresses as shown in SC Housing’s records

### **After Finding a Unit**

You and the owner/landlord must complete and sign a Request for Tenancy Approval (RTA) Form and then provide the RTA to your HPC so that an inspection can be scheduled.

The HPC should inspect the unit within 15 days after receipt of the RTA or the unit being available. You (head of household) and the owner/landlord should be present for this inspection and the **owner/landlord must have the utilities turned on**. If the unit passes the inspection, the leasing process may continue. If the unit does not pass inspection, the owner/landlord may repair the unit and you may request a second inspection. **The Lease should not be signed until the unit has been approved by your HPC.**

### **Affordability Analysis**

When you are issued your voucher, a “Maximum Rent” is provided to you. If you find a unit that rents for less than this amount, an affordability analysis will usually not be required. If the gross rent (Chapter 4) exceeds SC Housing’s Payment Standard, an affordability analysis must be completed. In accordance with HUD rules a participant family cannot pay more than 40 percent of their adjusted monthly income towards rent and utilities. If the Total Tenant Payment exceeds the 40 percent amount, the unit is considered not affordable and SC Housing cannot assist the family in the unit. If you are unsure if the unit you found meets the affordability test, ask your HPC.

### **Renting From a Relative**

SC Housing cannot approve a unit if the owner of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family. You may request an exception to this rule, in writing, as a reasonable accommodation for a family member who is a person with disabilities. Verification of disability and the reasonable accommodation will be required.

### **Project Based Voucher Program**

The Project Based Voucher Program allows participants to live in subsidized private rental units that are under contract with SC Housing. The units may be houses, townhouses, apartments, and duplexes. You will be offered whatever type of unit is available at that time.

- The owner/landlord may refuse to rent to you. You will then be placed back on the waiting list
- You may refuse to rent a unit. Each family is different; select a unit that is “right” for you. If you refuse the unit, you may request to remain on the waiting list. This must be done, in writing, within 10 business days of rejecting a Project-Based Voucher unit
- If you select the unit and the owner/landlord approves your tenancy, contact your HPC to start the lease up process

### **Housing Choice Voucher Program - Homeownership Option**

The HCVP Homeownership Program is a program that allows participant families to use HCVP rental assistance to subsidize the purchase of a home. The family selects a home to purchase in the private market. The home may be a house or condominium. If you are currently leasing a unit that meets your needs you may elect to purchase it provided the owner is willing to sell the unit.

The HCVP Homeownership Program is not for everyone. Purchasing a home requires a long-term commitment by the family to making the mortgage payments and maintaining the home. You need to have a good credit history or be prepared to work towards fixing your credit record. If successful, you will attain the dream of homeownership.

### **Eligibility Requirements**

To be eligible, a family must:

- Have a Voucher **or** live in a Project Based Voucher unit and be on the Voucher waiting list
- Have been on SC Housing's Rental Assistance Program for at least one year
- Be in "good standing" with SC Housing
- Have not committed any serious or repeated violations of a PHA-assisted lease within the past year
- Not owe money to any Housing Authority
- Complete an SC Housing-approved homeownership training course
- Meet HUD and SC Housing minimum employment and income standards
- Be able to obtain standard fixed moderate rate financing from an approved financial institution

Before commencement of homeownership assistance you must attend and satisfactorily complete an approved pre-assistance homeownership and housing counseling program. SC Housing will refer you to an approved agency to receive the counseling program. The training is designed to prepare you to be a successful homeowner. The certificate is only good for 12 months. If you have not completed the purchase of your home within the 12 months you would need to attend another counseling program.

### **Homeownership Subsidies**

As with rental Vouchers, the HCV Homeownership Program families will pay approximately 30% of their adjusted monthly income for housing costs. SC Housing's subsidy amount will increase or decrease based on changes to the family's income. These housing costs include principal, interest, taxes, insurance, utilities and monthly co-op/condominium assessments (if applicable). SC Housing estimates the cost of utilities based on the type of unit, number of bedrooms and the appliances and fuels used.

### **Applying for the HCV Homeownership Program**

Talk to your HPC about applying for the HCV Homeownership Program. If you are interested your HPC will refer you to the Homeownership Program Coordinator. You will need to make an appointment to complete an application and provide credit information.

## Chapter 4

### Assistance Calculations

#### What is Income?

Household income is used to calculate the amount of housing subsidy provided by SC Housing.

- Wages, overtime, salaries, fees, tips, commissions, bonuses, any money received for services
- Money from a business, profession or self-employment
- Interest, dividends, distributions
- Social Security payments (SSA, SSI)
- Annuities, insurance payments
- Retirement funds, pensions
- Disability benefits (regardless of the source)
- Unemployment compensation
- Worker's compensation, severance pay
- Welfare assistance (AFDC, TANF, Food Stamps) support payments
- Child support payments, alimony, other proceeds from a divorce or court judgment
- Contributions or gifts from persons who do not live with you
- Bills or debts paid for you by others
- Armed Forces pay and Veteran's benefits
- Other monies or benefits received by any household member

**Note:** If you are in doubt, assume all money or benefits received are income and report it to your HPC, in writing. The HPC knows HUD rules and will only count HUD income items. Do not assume that your employer, owner/landlord or DSS caseworker will report for you. **It is your responsibility to report your family income.**

#### What are Assets?

Assets may produce income that should be included in Rental Assistance Program rent calculations.

- Checking Account(s)
- Savings Account(s)
- Stocks/Bonds
- Savings Certificates
- Money Market Funds
- Any Investment Accounts
- Property (Real Estate)
- Trust Funds
- Any Type of Retirement Accounts (Company, IRA, Keogh)
- Inheritances
- Lottery Winnings
- Cash from Sale of an Asset
- Life Insurance Policies
- Any Lump Sum Payment

**Note:** If you are in doubt, assume anything you own or control is an asset and report it to your HPC, in writing. The HPC knows HUD rules and will only count appropriate asset items.

**Failure to report income or assets may result in loss of eligibility for the Rental Assistance Programs.**

## Total Tenant Payment

The participant family is responsible for the Total Tenant Payment (TTP) and SC Housing is responsible for the Total Subsidy (also called Housing Assistance Payments or HAP). The TTP is the amount participants are required to pay towards rent and estimated utilities under HUD regulations. The TTP is based on household income and calculated using a HUD formula. The general calculation rules are listed below; your HPC can show you the family’s exact calculations.

The TTP is the greatest of:

- |                                |  |
|--------------------------------|--|
| 10% of Total Monthly Income    | - Total Monthly Income multiplied by 10%                       |
| 30% of Adjusted Monthly Income | - Adjusted Monthly Income multiplied by 30%                    |
| \$50                           | - Monthly Minimum Rent – set by SC Housing – <b>see Note A</b> |

Total Income includes all income for all household members. Certain types of income are excluded; however, **you should report all income** and let your HPC do the calculations. If you do not know if something is income, assume it is and report it to your HPC in writing.

Total Annual Income is adjusted using HUD deductions and allowances. Deductions and allowances to Total Annual Income must be reasonable and verifiable. Divide remaining annual income after deductions and allowances by 12 to determine adjusted monthly income.

- \$480 per dependent who is younger than 18, a full-time student or a disabled dependent
- \$400 for a household whose head, spouse or co-head is elderly (62 or older) or disabled
- Medical Expenditures that exceed 3% of Total Annual Income (only for elderly or disabled families)
- Disabled Expenditures that exceed 3% of Total Annual Income and allow a family member to work (only for families with a disabled member. Expenditures are limited to the income earned by the person allowed to work)
- Childcare Expenditures for children under 13 that allow a household member to work, actively look for a job or attend school. Expenditures are limited to the income earned by the person allowed to work and must be reasonable

**Note A** – Participants who pay the “Minimum Rent” may request relief if they have suffered a temporary financial setback. Requests must be in writing and specify the nature of the financial setback.

The TTP is first allocated toward utilities and then to rent. If the TTP is greater than the Utility Allowance, the difference is the Tenant Rent.

Total Tenant Payment (TTP) -----	Usually 30% of Adjusted Monthly Income - See above
- <u>Utility Allowance</u> -----	Estimated utility costs for the unit - See page 13
= Tenant Rent -----	Portion of the rent paid by the tenant. May be less than zero
Tenant Rent -----	Portion of the rent paid by the tenant. May be less than zero
+ <u>Housing Assistance Payment (HAP)</u> --	Portion of the rent paid by SC Housing
= Contract Rent-----	The total rent due to the owner

If the participant family’s TTP is less than the Utility Allowance, the Tenant Rent will be zero. In this case, the family will receive a Utility Reimbursement Payment (URP) (See page 14). The URP will be mailed directly to the family to assist in paying their utility bills.

## Utility Allowances

The term “Utility Allowance” does not mean actual utility bills. SC Housing has calculated a conservative average monthly utility cost for rental units in South Carolina. If you are unsure about the utility allowance for the unit you have selected, please ask your HPC.

Housing Assistance covers both rent and estimated utilities. The participant family and SC Housing pay portions of both the rent and utilities. The portions paid by the participant family and SC Housing are calculated using a HUD formula and are based on the participant family’s income and composition.

The Utility Allowance is calculated by totaling the estimated costs of all utilities paid for by the participant. The estimated costs are based on the type of unit, the size of the unit, the type of fuel used and the appliances provided. These estimates are not exactly what a participant family would have to pay for utilities.

HUD guidelines require the total subsidy paid by SC Housing to be first applied to rent and any remaining subsidy to utilities.

## Voucher Program Calculations

The participant family may select a unit with a Gross Rent (total monthly housing costs) more or less than the Payment Standard. The Payment Standard is set by SC Housing for the Voucher Program and must be between 90% and 110% of the HUD Fair Market Rent (FMR). If the Gross Rent is greater than the Payment Standard, the participant family would then be required to pay the additional amount. This additional amount is called the “Extra Tenant Rent.”

Contract Rent -----	Total rent due to the owner/landlord
+ <u>Utility Allowance -----</u>	Estimated utility costs for the unit - See above
= <u>Gross Rent -----</u>	Total monthly housing costs
Gross Rent -----	Total monthly housing costs
- <u>Payment Standard -----</u>	Between 90 – 110% of the HUD FMR
= Extra Tenant Rent -----	The amount Gross Rent exceeds the Payment Standard or \$0

The amount of “Extra Tenant Rent” allowed is limited by HUD’s Affordability rule and cannot exceed 40% of the family’s adjusted monthly income (See page 9).

Total Tenant Payment (TTP) -	Usually 30% of Adjusted Monthly Income – See page 12
- <u>Utility Allowance -----</u>	Estimated utility costs for the unit - See above
= <u>Standard Tenant Rent -----</u>	Standard portion of the rent paid by the tenant
Standard Tenant Rent -----	Standard portion of the rent paid by the tenant.
+ <u>Extra Tenant Rent -----</u>	The amount Gross Rent exceeds the Payment Standard or \$0
= Tenant Rent -----	May be zero. If negative, the tenant receives an URP

The participant family is responsible for paying the Tenant Rent to the owner/landlord in accordance with the lease and program rules, and utility bills to the utility providers. The Tenant Rent may exceed the TTP by the amount of the Extra Tenant Rent as long as the unit is affordable.

## Maximum Contract Rent Calculations

Subsidy size, family income, authorized deductions, contract rent, utilities and fuel types all affect the affordability analysis. You will be given a maximum contract rent based on a single family unit corresponding to your subsidy size and tenant responsible utilities. To determine the maximum contract rent allowed for a different unit (smaller or larger) or different utility allowance, follow the calculations below:

Payment Standard -----	Lesser of subsidy size issued or unit selected
- Utility Allowance -----	Appropriate to unit selected – See page 13
+ <u>Affordability Difference -</u>	Difference between 30% & 40% of adjusted monthly income – See page 12
= Maximum Rent -----	Not guaranteed HA will approve this amount – rent must be reasonable*

\* Reasonable rent requires a comparison of the contract rent to at least three other unassisted units in the market area that are same type (e.g., single family, duplex, garden, low-rise or high-rise apartments) and similar in size, age, quality, amenities, services and utilities included in the rent. The contract rent must be at or below the rent amount for the three comparable units. If not and the landlord is not willing to reduce the rent to the reasonable amount, the unit will be denied and you must continue your housing search.

## Utility Reimbursement Payments (URP)

In cases where the family income is very low and the Tenant Rent is \$0, SC Housing may send you a Utility Reimbursement (URP) check. The check will be mailed directly to you to assist in paying your utility bills.

Checks are mailed from SC Housing as soon as they are received from the State Comptroller General's office. Generally all checks are mailed by the second working day of the month. You should allow 10 days for delivery.

If you have not received your URP check by the 15<sup>th</sup> of the month, please contact SC Housing. The check will be traced and, if necessary, reissued. If you believe that your check was stolen, please contact SC Housing as soon as possible. You may be required to provide a police report concerning the theft.

Questions about undelivered, lost or stolen utility checks should be directed to:

SC Housing  
Voucher Program – (List your county i.e. Lexington County)  
300-C Outlet Pointe Blvd.  
Columbia, SC 29210  
Phone - (803) 896-8888  
Fax - (803) 551-4998

If using a telecommunications device for the deaf (803) 896-8831.

## Chapter 5

### Rental Units

#### Participant Inspection of the Unit

Before you accept or select a rental unit you should:

- Determine that the neighborhood and unit are suitable and acceptable. Visit the neighborhood during the evening hours to assess the activity and noise levels to determine if they are suitable
- Determine that the unit is in good condition. If you see any problems talk to the owner/landlord before you sign the Lease and make sure you document anything you notice. After you move-in, any damage to the unit beyond fair wear and tear will be your responsibility and you may lose your security deposit, be evicted, be sued and/or lose your eligibility for the HCVP
- Understand what utilities and appliances will be your responsibility or provided by the owner/landlord
- Understand what exterior maintenance will be your responsibility (if any)

Each family is different; select a unit that is “right” for you. **Please read “A Good Place to Live” in Appendix J.** HUD recommends that you only select units outside areas of poverty or minority concentrations.

#### Maintenance of the Unit

The owner/landlord is responsible for complete maintenance and management of the dwelling and premises except housekeeping duties and any other items specified in the lease. Damages resulting from neglect by you, members of your household or your guests are chargeable to you. Failure to correct tenant and/or guest caused damages that cause the unit to fail Housing Quality Standards (HQS) may result in you losing eligibility for rental assistance. You are responsible for reporting any needed repair or emergency to your owner/landlord.

The owner/landlord may enter the unit to make repairs and for other reasons with/or without your permission or presence, in accordance with the lease and State law (**See Appendix C**).

The owner/landlord must be given a reasonable time period (up to 30 days) to make repairs. Repairs that affect health or safety (life threatening or emergency repairs) must be addressed within 24 hours of notification. If an owner/landlord fails to respond to your request for a needed repair, please notify your HPC in writing.

As a participant family on the HCVP, you are responsible for reporting to your HPC, in writing, any violations of HQS affecting your unit. Your HPC will conduct an inspection and, if necessary, require the owner/landlord to correct any deficiencies. SC Housing is prohibited from making rental assistance payments to an owner/landlord for units that do not meet program requirements. Your cooperation will help ensure that you live in a quality unit that meets these standards.

#### Lead-Based Paint

Lead poisoning can be a serious health problem especially for families with young children. **Please read the information on the dangers of lead poisoning found in Appendix H.**

Please inform your HPC if any household members have been found to have elevated blood lead level.

## **Housing Authority Inspection of the Unit**

SC Housing must inspect all units prior to lease-up and at least bi-annually. The unit must comply with HUD HQS and the SC Housing guidelines. If the unit is found to be in compliance, the rent can be subsidized. Owners/landlords will be given a reasonable amount of time to repair units. **The Lease should not be signed until the unit is inspected and approved by your HPC.**

A basic description of HUD HQS can be found in **Appendix J “A Good Place to Live”**. The following is a list of requirements in addition to HUD’s HQS that the unit must meet:

### **Additions**

- All walls, floors and ceilings must be in a finished state
- Any exterior or interior surfaces with deteriorated paint exceeding 20 square feet on any exterior surface; 2 square feet on any interior surface in a single room or interior space; or 10% of individual small components on the interior or exterior must be treated and painted with lead free paint or other suitable material

### **Walls**

- Areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, must be repaired
- Holes larger than a US Quarter must be repaired

### **Windows**

- Window sashes must be in good condition, solid and intact, properly fitted to the window frame and the balance system must keep the window open. Damaged or deteriorated sashes and balance systems must be replaced
- Windows must be weather-stripped as needed to ensure a weather-tight seal
- All operable windows must have proper fitting screens in good condition, with the exception of units that have operable central air conditioning
- If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system

### **Doors**

- All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold
- All interior doors must have no holes larger than a US Quarter, have all trim intact, and be operable without the use of a key

### **Toilets**

- All cracked toilet seats and tank lids must be replaced and toilet tank lids must fit properly

### **Heating**

- The owner/landlord must supply the heating unit. Wood or coal may not be the primary heating fuel. Un-vented gas heater(s) are not allowed by HUD and must be removed from the unit

### **Mobile Homes**

- All mobile homes must have underpinning surrounding the base of the home and be in good repair

## Chapter 6

### The Lease

The Lease is a legal contract between you and the owner/landlord. SC Housing is not a party to the Lease and cannot enforce its provisions on either you or the owner/landlord. You and the owner/landlord are responsible for complying with the Lease. The Lease must contain the following information:

- Name of the owner/landlord
- Name of the tenant
- Address of the unit
- Contract rent amount
- Term of the Lease, starting and ending dates (must be for at least one year)
- Utilities provided by the owner
- Appliances provided by the owner

The HUD Tenancy Addendum is added to Leases in the Voucher Program (**See Appendix B**).

The Lease should also include when and how the rent is paid, the amount of the security deposit, renewal provisions and any conditions or rules concerning tenancy. If the Lease does not contain this information, be sure to discuss this with the owner/landlord so that both of you understand the conditions of your tenancy. **The Lease should not be signed until the unit is inspected and approved by your HPC.**

The only persons allowed to reside in the unit are those approved by SC Housing and your owner/landlord. Allowing other persons to live in your unit may result in you losing eligibility for rental assistance.

You may cancel the Lease at any time after the initial one year term and, in accordance with the terms of the Lease. To remain eligible for rental assistance, you must provide the owner/landlord and SC Housing at least a thirty (30) day written notice.

**Note:** It is your responsibility to read and understand your Lease. If you need help, please ask your HPC.

### Participant and Owner/Landlord Disputes

In most cases, participants and owner/landlords cooperate with each other and can work out any differences. The HPC may be able to help, in some cases, when participants and owner/landlords disagree. SC Housing does not have the power to force a participant or owner/landlord to behave in any particular manner. In some cases participant and owner/landlord disputes must be settled through the court system. **Note:** The participant or owner/landlord should seek legal counsel when necessary. (**See the SC Residential Landlord & Tenant Act – Common Questions – Appendix C**)

### Evictions

If you violate provisions of the Lease, you may be evicted, sued and/or lose your eligibility for rental assistance. A few of the most common reasons for eviction are non-payment of rent, damage to the unit, unauthorized occupants and drug-related or other criminal activity.

If you receive an eviction notice, read it carefully. If you do not understand it, contact the Magistrate who issued the notice and ask him/her to explain it. You have certain rights and responsibilities under South Carolina law. **You are required to provide a copy of the eviction notice to SC Housing upon receipt. (See Appendix D for information about the eviction process)**

## Chapter 7

### Annual and Interim Re-Examinations

#### Annual Re-Examination

SC Housing is required by HUD regulations to re-examine the eligibility of each participant on the HCVP at least once a year. Your unit must be inspected at least bi-annually. You are required to cooperate with this process by completing and signing documents, providing information and keeping scheduled appointments. Failure to cooperate may result in the loss of your eligibility for rental assistance.

Approximately four months prior to your anniversary date, you will be sent a letter containing the re-examination documents and scheduling an appointment to conduct the annual HQS inspection and family interview. You **must** properly complete the documents and be present for this appointment. You must also have all documents (pay stubs, bank statements, child support payment stubs, social security benefit letters, etc.) pertaining to your family as listed on the letter you receive. If your unit will not be inspected that year you will not have an appointment but you **must** properly complete and return the documents with all other applicable documents listed within 10 business days. Your owner/landlord will also be notified of the appointment.

During the interview, your HPC will review these documents with you to ensure your family composition is correct and you have declared all of the family income and assets. Your HPC will compare income information you provide with computer matched information provided by HUD to ensure all income is reported. Your HPC will have you sign any verification forms needed for third party verification.

Once the family interview is complete, your HPC will perform the annual HQS inspection. You should inform your HPC of any problems you have with the unit. Your HPC will evaluate the problem and determine if it is an HQS violation. You will be briefed upon completion of the inspection and informed of any repairs identified as your responsibility to complete. Your HPC will send a letter to you and the owner/landlord identifying all needed repairs and the date the repairs must be completed by. Depending on the severity of the repairs, your HPC will either re-inspect the unit or you and the owner/landlord will be required to sign a certification form indicating all repairs have been properly completed and return the form to SC Housing by the date indicated on the form.

Your HPC will verify required information with third parties, complete the re-examination paperwork and then calculate the tenant rent and the housing subsidy amount. A preliminary tenant rent letter will be sent to you and your owner/landlord, at least thirty (30) days before the change becomes effective. SC Housing will then enter the information into the participant database and send the information to HUD. You and the owner/landlord will receive the final letter indicating the revised/new tenant rent and HAP amounts.

#### Interim Re-Examination

Interim re-examinations are sometimes necessary due to changes in income or family composition between the Annual Re-Examination dates. You are required to report to SC Housing, **in writing**, any changes in family composition and income within 10 business days of the event. For loss of income, your HPC will notify you and the owner/landlord, in writing, that an Interim Re-Examination is being processed. You are required to cooperate with this process by completing and signing documents, providing information and keeping any scheduled appointments. Failure to cooperate may result in the loss of your eligibility for rental assistance.

Your HPC will then verify required information with third parties as needed and complete the Interim Re-Examination paperwork. Your HPC may need you to sign additional forms or provide additional information before completing the Interim Re-Examination. The action will be processed the same as the annual re-examination.

The Interim Re-Examination will be effective the first of the month following:

If the tenant rent increases:

- At least thirty (30) days after the participant is notified of an increase in tenant rent, if the participant reports the change, in writing, in a timely manner, or
- The date the family composition or income changed that resulted in the increased tenant rent, if the participant does not report the change, in writing, in a timely manner

If the tenant rent decreases:

- On the first of the month after the change was reported, in writing, by the participant

### **Zero Housing Assistance Payments (Zero HAP)**

If after the completion of an Annual or Interim Re-examination, your family's income has increased to the point that the Total Tenant Payment (TTP) exceeds the contract rent plus the utility allowance for the unit, your family is "Zero HAP." Zero HAP is when SC Housing is not making a HAP payment to the owner/landlord and your family is responsible for paying the full contract rent. Your family may remain on the HCVP at "Zero HAP" for 180 days. Your family is protected during the 180 days should they lose their job, or become ill and unable to work, etc. At that time, you must request an interim re-examination. SC Housing will recalculate the family's portion of the rent according to their income and resume making HAP payments to the owner/landlord. After 180 days your family is completely removed from the program if you have not reported any changes in income or family composition.

You may request to move during the 180 days, but will only be assisted if SC Housing is required to pay a portion of the rent at the new unit. If you move without providing proper notice while you are "Zero HAP" you will be completely removed from the program. "Zero HAP" families **must** continue to comply with all HCVP rules.

### **Continued Rental Assistance**

The HCVP (except the HCVP Homeownership Program) has no time limit for participation. Your family may remain on the HCVP as long as the family:

- Does not have sufficient income to pay the entire contract rent
- Complies with the program obligations and SC Housing rules
- And program funding is available

Your family may leave the HCVP at any time. However, you must notify SC Housing and your owner/landlord, in writing, at least 30 days before moving. Once your family leaves the program, you will be required to re-apply and be placed on the waiting list prior to being assisted again.

You should provide SC Housing a forwarding address, otherwise SC Housing will send correspondence to the last known address.

## Chapter 8

### Moving

The initial term of your Lease is for one (1) year. During this initial term of your Lease, if you move out of the unit you:

- May lose your eligibility for the HCVP
- May forfeit your security deposit
- May be sued by the owner/landlord
- May adversely affect your credit rating

Most Leases contain a provision for continuing the Lease after the initial term on a month-to-month basis. At least thirty (30) days prior to the expiration of the initial term (or if your rental is month-to-month) you may give a notice to move. The Notice to Move, sometimes called the 30-day Notice, must be:

- In writing
- Received by the owner/landlord at least thirty (30) days before you move **and**
- Received by SC Housing (may be given, mailed or faxed) at least thirty (30) days before you move

If you move, please provide SC Housing a forwarding address as SC Housing will send correspondence to your last known address. Failure to respond to correspondence may result in your loss of eligibility for rental assistance.

Your 30-day Notice letter might look like this:

*March 21, 2018*

*Dear Landlord,*

*This is to inform you that I am moving out of my unit located at (Provide address) on April 30, 2018. My forwarding address will be:*

*123 Main Street  
Anytown, SC 29111*

*Sincerely,  
Tenant*

**Note:** Moving out of a unit without the knowledge or approval of SC Housing may cause you to lose your eligibility for rental assistance. Remember, your landlord and SC Housing must **receive your notice, in writing at least 30 days before you move**, or you may need to change your move date.

## Chapter 9

### Portability Under the Housing Choice Voucher Programs

Under the Voucher and Homeownership Voucher Programs, your assistance can “move” with you. You can use your assistance almost anywhere in the United States. The HUD term for the ability to move outside your Housing Authority’s jurisdiction with continued assistance is “Portability”.

Portability does not apply to families assisted under the Project-Based Voucher Program.

You may request Portability if you have been:

- An active participant for at least one year and have not moved during the last 12 months
- Issued a Voucher and you lived in the county where you applied, when you applied

**Requests for portability must be in writing.** You must supply your HPC with the name, address, telephone number, fax number and point of contact for the Public Housing Agency (PHA) where you wish to move. We will notify the receiving PHA that you wish to relocate into their jurisdiction. Requests for portability should be sent to your HPC at:

SC Housing  
Voucher Program – (List your county ex. Lexington County)  
300-C Outlet Pointe Blvd.  
Columbia, SC 29210

Or faxed to (803) 551-4900 or email to [voucher@schousing.com](mailto:voucher@schousing.com)

It will take three (3) to five (5) business days to process your portability paperwork after receipt of your signed voucher. Portability documentation will not be sent to another Housing Authority more than thirty (30) days prior to the effective date of the Voucher.

A request for Portability **does not** take the place of a written thirty (30) day notice. See Chapter 8 – for Moving Procedures.

### Restrictions On Portability

HUD has changed the formula used to determine the budget for PHAs which may affect portability for families that desire to transfer to high cost of living areas. If SC Housing does not have sufficient funds and the gaining PHA will not absorb the family into their program, the request for portability may be denied. The participant family also may not use Portability:

- If they have violated a tenant family obligation.
- If they owe money to any Housing Authority.
- If they have moved within the last 12 months.

### Facts About Portability

The PHA where you want to move may have different rules, policies, deadlines, fair market rents, payment standards, income limits, utility allowances, and subsidy standards (Vouchers size) for your family. You will be required to abide by their rules or risk losing your rental assistance. (See **Appendix I - How Portability Works**)

## Chapter 10

### Fraud in HUD Rental Assistance Programs

SC Housing has the ability to verify income sources through agreements with the Department of Employment and Workforce and HUD's Enterprise Income Verification (EIV) System. The EIV System provides wage information for the past two years including employer name, address, wages and date of hire for all family members. It also provides unemployment, social security and supplemental security income benefits. These systems allow SC Housing to verify that participants are properly reporting all family income, thereby reducing program fraud. (See Appendix F)

**HUD's definition of program fraud and abuse is a single act or pattern of actions that:** Constitute false statement, omission or concealment of substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 Program funds in violation of Program requirements. (See Appendix G)

In order for HUD to provide rental assistance to as many needy families as possible, all participants in the HUD-sponsored programs must properly utilize government funds and follow departmental policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Rental Assistance Programs are criminal acts. If you are suspected of committing any fraudulent actions, we may terminate you from the program and refer the matter to the proper state or federal authorities for possible criminal prosecution.

**SC LAW, SECTION 16-13-437** states "It is unlawful for a person knowingly to make a false statement or representation with respect to the person's individual or family income to a public housing agency in obtaining or retaining public housing or with respect to the determination of rent due from the person for public housing. For purposes of this section public housing includes private housing provided through a housing program managed by a public housing agency. For purposes of this section, public housing agency means an agency of state, regional, county, or municipal government, including housing authorities, which administer state or federal housing programs. A person violating this provision is guilty of a misdemeanor and, upon conviction, must be imprisoned for not more than two years or fined not more than one thousand dollars and the person convicted must be ordered to pay restitution to the public housing agency."

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

We urge you to report any violations of the HCVP. These violations should be reported immediately to SC Housing. We will take any action warranted to ensure that cases of fraud are prevented or prosecuted and we will work diligently with HUD to accomplish this task.

### Money Owed to SC Housing Due to Fraud

Participants who owe money to SC Housing due to program fraud will be required to repay in accordance with the guidelines set by SC Housing. If a participant owes an amount that equals or exceeds \$10,000.00 as a result of program fraud, the case may be referred to the HUD Inspector General for investigation and/or prosecution and their rental assistance will be terminated.

## Chapter 11

### Repayment Agreement

A Repayment Agreement is a contract entered into between SC Housing and a person who owes a debt to SC Housing. It is a Promissory Note that contains information regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to SC Housing in case of default.

When participants owe money to SC Housing, SC Housing will make every effort to collect it. SC Housing will use a variety of collection tools to recover debts including, but not limited to:

- Requests for Lump Sum Payments
- Civil Suits
- Repayment Agreements
- Abatements
- Reductions in housing subsidy payments
- Collection Agencies
- Credit Bureaus
- Income Tax Debt Set-Off Programs

### Late Payments

A payment will be considered to be in arrears if the payment is not received by the close of the business day on the due date. The participant will be sent a delinquency notice and given ten (10) business days to make the payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the participant's rental assistance will be terminated. **IMPORTANT** - The termination reason and the debt amount will be entered into HUD's EIV system where it will be maintained until the debt is paid in full or 10 years, and will be accessible by all Housing Authorities nationwide to determine program eligibility (**See Appendix F**).

If a participant receives three (3) delinquency notices for unexcused late payments in a 12 month period, the agreement will be considered in default and the participant's rental assistance will be terminated. The remaining debt amount will be referred to the Department of Revenue's Debt Set-Off Program for collection from the participant's state income tax return. Collection of the remaining debt may also be pursued through use of the collection tools addressed above.

### Guidelines for Repayment Agreements

Repayment Agreements will be executed between SC Housing and the head of household, spouse, co-head or other adult. Monthly payments may be decreased in cases of hardship with the prior written request from the participant, verification of the hardship, and the approval of HCVP management.

If the participant has a Repayment Agreement in place and incurs an additional debt, SC Housing **will not** enter into a second Repayment Agreement and instead will terminate rental assistance for the participant family. The total amount of both debts must be repaid before a participant is eligible for future assistance.

## Chapter 12

### Informal Hearing Procedures

As a participant in the HCVP, you are entitled to an Informal Hearing to consider whether decisions relating to individual circumstances of your family are in accordance with the law, HUD regulations and SC Housing rules and policy in the following cases:

- Determination of the participant family's annual or adjusted income and the computation of the Housing Assistance Payment (HAP)
- Appropriate utility allowance from the utility allowance schedule
- Participant family unit size determination under SC Housing's subsidy standards
- Determination that the HCVP participant family is under housed in their current unit and a request for exception is denied
- Determination to terminate assistance for any reason
- Determination to terminate a participant family's Family Self-Sufficiency Contract, withhold supportive services, or propose forfeiture of the participant family's escrow account

SC Housing **is not** required to and **will not** provide an opportunity for an Informal Hearing in the following instances:

- To review discretionary administrative determinations by SC Housing
- To consider general policy issues or class grievances
- Establishment of SC Housing's schedule of utility allowances for participants in the program
- SC Housing's determination not to approve an extension or suspension of a Voucher term
- SC Housing's determination not to approve a unit or tenancy
- SC Housing's determination that an assisted unit is not in compliance with HQS (SC Housing must provide a hearing for participant family breach of HQS because that is a participant family obligation)
- SC Housing's determination that the unit is not in accordance with HQS because of the family size
- SC Housing's determination to exercise or not exercise any right or remedy against the owner/landlord under a HAP contract

SC Housing shall give the participant family a prompt, written notice of the proposed action to be taken and the effective date of the action. The notice will contain a brief but specific statement of the reason(s) for the proposed action and the family's right to an informal hearing. To request an informal hearing, the participant family must submit a written request to SC Housing within **ten business days** of the date of the notification letter.

When SC Housing receives a valid request for an informal hearing, a copy of the request and all of the documents obtained to support the proposed action are provided to the Hearing Officer. The Hearing Officer will schedule the hearing and send a notification packet containing the following:

- The date, time, location of the hearing
- A copy of SC Housing's hearing procedures
- A copy of the documents that were used in making the decision

The hearing will be held and notification of the decision will be made in accordance with the hearing procedures (see Informal Hearing Procedures handout).

## Glossary of Section 8 Rental Assistance Program Housing Terms

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

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

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

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

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

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

**Elderly or Disabled Household:** A participant family whose head or spouse or co-head, or whose sole member, is at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**Enterprise Income Verification System:** A web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs.

**Fair Market Rent:** The rent limit published in the Federal Register for Section 8 Rental Assistance, which includes utilities, (except telephone) ranges and refrigerators. It is used, as a standard to obtain privately owned, existing, decent, safe and sanitary rental housing of a non-luxury nature with suitable amenities. Separate FMR's are established for units of varying sizes (number of bedrooms) and types. In the Voucher Program it is used as a cap for the payment standard.

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

**Gross Rent:** The sum of the Contract Rent and the Utility Allowance. If there are no tenant-paid utilities, the Contract Rent equals the Gross Rent.

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

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

**Housing Assistance Payment (HAP):** The amount the HA pays the owner for a unit occupied by a Section 8 tenant. It is the Contract Rent for the unit minus the Tenant Rent.

**Housing Assistance Payment Contract:** A written contract between the HA and the owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible participant family. It defines the owner's and the HA's responsibilities, and is referred to as a HAP Contract.

**Housing Quality Standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 Programs.

**HPC:** Housing Program Coordinator

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

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

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

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

**Medical Expenses:** Total medical expenses anticipated during the period for which Annual Income is computed, and are not covered by insurance. (Only Elderly/Disabled Head of Household families qualify)

**Minor:** A member of the participant family (excluding foster children) who is younger than 18 years of age.

**Monthly Adjusted Income:** One-twelfth of the Annual Income after allowances.

**Monthly Income:** One-twelfth of the Annual Income.

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

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

**Payment Standard:** In the Housing Choice Voucher Program, an amount used by the HA to calculate the Housing Assistance Payment for a participant family. Each payment standard amount is based on the Fair Market Rent. The HA adopts a payment standard for each bedroom size and for each FMR area in the HA jurisdiction.

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

- Has a disability as defined in 42 USC 423(d) that is unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

- In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416 (i) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skill or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in 42 USC 15002(8) in the Developmental Disabilities Assistance and Bill of Rights Act that is attributable to a mental or physical impairment or combination of mental and physical impairments; is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in 3 or more of the following major life activities; (i) self care, (ii) receptive and expressive language; (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, (vii) economic self-sufficiency, and reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

**Portability:** Renting a dwelling unit with Housing Choice Voucher Assistance outside the jurisdiction of the initial HA.

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

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

**Reasonable Accommodation:** a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

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

- The rent charged for comparable units in the private unassisted market **or**
- The rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

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

**Security Deposit:** A dollar amount that can be collected from the participant family, by the owner, to be used for amounts owed under the Lease, according to State/local law.

**Sexual Assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent.

**Stalking:** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the mediate family of that person; or the spouse or intimate partner of that person.

**Tenant:** The person(s) who executes the Lease as lessee of the dwelling unit.

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

**Total Tenant Payment:** (TTP) The total amount the HUD rent formula requires the participant to pay toward rent and utilities.

**Utility Allowance:** The HA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no Utility Allowance. The Utility Allowance will vary by unit size and type of utilities.

**Utility Reimbursement:** The amount, if any, by which any Utility Allowance for participant family-paid utilities or other housing services exceeds the total tenant payment.

**Veteran:** Head of household, spouse or surviving spouse who was a person who has served in the active military, naval, or air service, for at least 180 days and who was discharged or released under conditions other than dishonorable.

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

**Voucher:** (Housing Choice Voucher) A document issued by the PHA to a tenant family selected for admission to the Voucher Program. The Voucher describes the program and the procedures for HA approval of a unit selected by the tenant family.

## **Appendix A**

### **Contact Names and Telephone Numbers**

## Contact Names and Telephone Numbers

### South Carolina State Housing Finance and Development Authority

SC State Housing Finance and Development Authority  
Voucher Program  
300-C Outlet Point Blvd.  
Columbia, SC 29210  
Phone: (803) 896-8888  
Fax: (803) 551-4900  
TDD: (803) 896-8831  
[www.schousing.com](http://www.schousing.com)

#### Counties Served

Clarendon, Colleton, Dorchester  
Fairfield, Kershaw, Lee,  
Lexington

### US Department of Housing and Urban Development Offices

#### State of South Carolina

Department of Housing and Urban Development  
1835 Assembly Street, 13<sup>th</sup> Floor  
Columbia, SC 29201  
(803) 765-5831

#### State of Georgia

Department of Housing and Urban Development  
40 Marietta Street NW  
Atlanta, GA 30303  
(404) 331-1798

#### State of North Carolina

Department of Housing and Urban Development  
1500 Pinewood Road, Ste 401  
Greensboro, NC 27407  
(336) 547-4000

### Housing Authorities in South Carolina

<u>Name</u>	<u>Telephone</u>	<u>Fax</u>	<u>Jurisdiction</u>
Housing Authority of Abbeville	864-366-4549	864-366-4341	Abbeville County
Housing Authority of Aiken	803-649-6673	803-643-0069	Aiken County
Housing Authority of Anderson	864-260-5120	864-260-5118	City of Anderson
Housing Authority of Atlantic Beach	843-272-4189	843-361-0338	City of Atlantic Beach
Housing Authority of Beaufort	843-525-7059	843-525-7090	Beaufort County
Housing Authority of Bennettsville	843-479-3857	843-479-2311	City of Bennettsville

Housing Authority of Cayce	803-254-3886	803-376-6114	City of Cayce
Charleston County Housing And Redevelopment Authority	843-722-1942	843-577-6825	Charleston County (Excludes Cities of Char., N.Char.)
Housing Authority of City of Charleston	843-720-3970	843-720-3977	City of Charleston
Housing Authority of Cheraw	843-669-4163	843-679-2626	Chesterfield County
Housing Authority of Chester	803-581-6981	803-581-2541	Chester County
Housing Authority of Columbia	803-254-3886	803-376-6114	Richland County (Excludes Forest Acres, Arcadia Lakes)
Housing Authority of Conway	843-248-7327	843-248-6234	Cities of Conway and Loris and Western Horry County
Housing Authority of Darlington	843-393-0437	843-393-0443	City of Darlington – 5 mile radius of the city
Housing Authority of Easley	864-855-0629	864-855-0864	City of Easley
Housing Authority of Florence	843-669-4163	843-679-2626	City of Florence, Timmonsville, Quinby-15 mile radius, Dillon
Housing Authority of Fort Mill	803-547-6787	803-548-2125	City of Fort Mill
Housing Authority of Gaffney	864-489-3193	864-487-9460	City of Gaffney
Housing Authority of Georgetown	843-546-9621	843-527-7536	City of Georgetown
Housing Authority of Greenville	864-467-4250	864-467-3088	Greenville County
Housing Authority of Greenwood	864-227-3670	864-227-8270	City of Greenwood-5 mile radius
Housing Authority of Greer	864-877-5471	864-848-1331	City of Greer – 5 mile radius
Housing Authority of Hartsville	843-332-9244	843-383-9250	City of Hartsville – 5 mile radius
Housing Authority of Kingstree	843-374-3541	843-374-3542	City of Kingstree
Housing Authority of Lake City	843-374-3541	843-374-3542	City of Lake City, Johnsonville, Olanta, lower Florence County, Williamsburg County
Housing Authority of Lancaster	803-285-7214	803-283-2049	Lancaster County
Housing Authority of Laurens	864-984-0578	864-984-0931	City of Laurens
Marlboro County Housing & Redevelopment	843-669-4163	843-679-2626	Marlboro County, Excluding Bennettsville

Housing Authority of Marion	843-423-5242	843-423-7256	City of Marion
Housing Authority of McColl	843-669-4163	843-679-2626	City of McColl
Housing Authority of Mullins	843-464-9822	843-464-4371	City of Mullins
Housing Authority of Myrtle Beach	843-918-1526	843-918-1538	City of Myrtle Beach, Eastern Horry County
Housing Authority of Newberry	803-276-1049	803-276-1056	Newberry County
Housing Authority of North Charleston	843-747-1793	843-744-3466	City of North Charleston
Housing Authority of Rock Hill	803-324-3060	803-324-5857	City of Rock Hill, Great Falls
SC Regional Housing Authority No. 1	864-984-0578	864-984-2669	Abbeville, Anderson, Cherokee, Edgefield, Laurens, McCormick, Oconee, Pickens, Saluda Counties
SC Regional Housing Authority No. 3	803-259-3588	803-259-4628	Allendale, Bamberg, Barnwell, Berkeley, Calhoun, Hampton, Jasper, Orangeburg Counties
Housing Authority of Spartanburg	864-598-6000	864-598-6155	Spartanburg County
Housing Authority of Sumter	803-775-4357	803-778-2315	Sumter County
Housing Authority of Union	864-427-9679	864-429-0731	Union County
Housing Authority of Woodruff	864-476-7043	864-476-8969	Spartanburg County School District. #4
Housing Authority of York	803-684-7359	803-684-0895	York County

## South Carolina Community Action Agencies and United Way Associations

Community Action and United Way agencies administer various programs designed to assist low-income individuals and families. Each agency has different programs, rules and application procedures.

<u>Agency</u>	<u>City</u>	<u>Counties Served</u>	<u>Telephone #</u>
Aiken-Barnwell Community Action Commission, Inc	650 Knox Abbot Drive Cayce, SC 29033 291 Beaufort St NE Aiken, SC 29802	Aiken, Barnwell, Lexington	Cayce – 803-794-6778 Aiken – 803-648-6836
Berkeley-Dorchester Co.s Economic Devlpmt. Corp.	295 N. Hwy 52 Moncks Corner, SC 29461	Berkeley, Dorchester	843-761-8244
Carolina Community Actions, Incorporated	138 S. Oakland St Rock Hill, SC 29731-6933	Chester, Fairfield, Lancaster, Union, York	803-329-5195
Charleston Cty. Human Services Commission	1069 King Street Charleston, SC 29403	Charleston	843-720-7107
Lowcountry Community Actions, Incorporated	319 E. Washington St Walterboro, SC 29488	Colleton, Hampton	843-549-5576
Waccamaw Economic Opportunity Council, Inc.	P. O. Box 1467 or 706 Laurel Street Conway, SC 29528	Horry, Georgetown, Williamsburg	843-248-4208
Wateree Community Actions, Incorporated  (For appointments call – 803-470-3591)	110 Breedin St Manning, SC 29102 710 DeKalb Street Camden, SC 29021 613 Hwy 15 Bishopville, SC 29010 3220 Two Notch Road Columbia, SC 29 115 N. Harvin Street Sumter, SC 29151	Clarendon, Kershaw, Lee, Richland, Sumter	Clarendon – 803-435-4337 Kershaw – 303-722-0059 Lee – 803-484-5401 Columbia – 803-786-4250 Sumter – 803-422-0016
United Way of the Midlands	1818 Blanding St Columbia, SC 29201	Fairfield, Lexington, Newberry, Richland	803-733-5400
Trident United Way	6296 Rivers Ave, #200 N. Charleston, SC 29406	Berkeley, Charleston, Dorchester	843-740-9000
United Way	494 Hampton St Walterboro, SC 29488	Colleton	843-549-9594
United Way	215 N. Washington St Sumter, SC 29150	Clarendon, Lee Sumter	803-773-7935
United Way	110 E. Dekalb St, #1 Camden, SC 29020	Kershaw	803-432-0951

**Appendix B**  
**Tenancy Addendum**

**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. 04/30/2018

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**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.

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

**e. Protections for Victims of Abuse.**

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

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

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

**g. Owner notice of grounds**

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

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

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

**10. PHA Termination of Assistance**

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

**11. Family Move Out**

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

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

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

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

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

### 16. Notices

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

### 17. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

## **Appendix C**

### **SC Residential Landlord & Tenant Act Common Questions**

# SC Residential Landlord and Tenant Act

## Common Questions

(This brochure was produced by the South Carolina Applesseed Legal Justice Center with funds provided by the South Carolina Bar Foundation's Interest on Lawyer Trust Accounts (IOLTA). This brochure is for information only.)

### INTRODUCTION

#### **Q. What is the South Carolina Residential Landlord-Tenant Act?**

It is a law passed in July 1986, which protects South Carolina house, apartment, and room renters and their landlords. (If you live in government assistance housing, you have more rights than in this law.)

#### **Q. Do I have to have a written lease before the law will apply?**

Absolutely not. All written agreements to rent are considered leases. But to be enforceable, your agreement must be fair, honest, and reasonable to both the landlord and tenant.

#### **Q. Does the law apply to me?**

It applies to all renters, roomers, landlords and those who act for them, except:

- Hospitals, group homes, schools, or other institutions
- Employees of the landlord who receive housing for their work and live on the worksite
- Tenants owning or partly owning the unit
- Rental of a unit in a motel or hotel and the landlord pays special tax on the room

There are other exceptions to the law. If you have doubt, please call a lawyer.

#### **Q. Do I need a lawyer if I have a problem with my landlord?**

Maybe not. First you should try to notify you landlord in writing about the problem. (Be sure to keep a copy.) If you are not satisfied in a reasonable time, you may file a claim against him in Magistrate's Court if it is under \$7,500. If your claim is over \$7,500. You will probably need the help of a lawyer to go to Circuit Court.

#### **Q. Is there any limit to how much rent I can be charged?**

There is no rent control in South Carolina unless you live in housing where your rent is based on your income.

#### **Q. Does the law help me if I have been discriminated against in renting an apartment?**

Not this particular law, but other laws do. If you feel you have been discriminated against, you should call the Housing Discrimination Hotline. The toll-free number is 1-800-424-8590.

### YOUR AGREEMENT TO RENT

#### **Q. What should be included in the rental agreement?**

It should include:

The amount of rent to be paid

The date of the payment, and

The rights and obligations of the tenant and the landlord

#### **Q. What should not be included in the rental agreement?**

It is illegal to include any conditions which require you to give up any of your rights under law.

#### **Q. What are my rights if the landlord includes any illegal conditions?**

The illegal condition cannot be enforced. You may sue her in court and get money damages and reasonable attorney's fees.

#### **Q. If either I or the landlord do not sign the rental agreement is it still effective?**

Yes- if the landlord gives you a copy, you move in, pay the rent, and she accepts your rent.

#### **Q. Can the landlord make new rules after I move in?**

Yes

#### **Q. Does the law give me any protection against unfair rules?**

Yes, because:

You must receive notice of rules when you move in or when rules are made.

They must be reasonable, clear, and fair.

The landlord can't use the rules to avoid his responsibilities under the law.

**Q. Can I object to rules made after I move in?**

Yes. If you feel like the new rules change your agreement a lot, you should write the landlord within 30 days.

**Q. How much notice must be given before either the landlord or the tenant can end the rental agreement?**

If your agreement is written, the amount of notice should be stated in it. If you have an oral agreement, either the landlord or the tenant may end the rental agreement by giving proper notice to the other party. Proper notice is 7 days if you rent by the week, 30 days if you rent by the month. The notice must be in writing.

**SECURITY DEPOSITS**

**Q, What is a security deposit?**

It is the tenant's money or property held by the landlord in case there are damages or the tenant doesn't pay the rent.

**Q. How do I get my deposit back when I move?**

Ask for your deposit back and give the landlord your new address in writing.

**Q. How long does the landlord have to return the deposit?**

Within 30 days after the end of the rental agreement or when you ask for it back, whichever is later.

**Q. When can a landlord keep the security deposit?**

Only when he gives the tenant a written list of what is not being returned, and why.

**Q. What happens to the security deposit if the landlord sells the place you are renting?**

You still have a right to get your security deposit back, when the rental agreement ends.

**WHAT MUST THE TENANT DO?**

**Q. What are my responsibilities as a tenant?**

Pay rent on the date agreed upon with your landlord. Not harm the landlords property, disturb other tenants, and keep the premises safe and clean. Be responsible for whatever your guests do.

**RENT**

**Q. What is rent?**

It is any payment for use of the dwelling unit. This payment includes late charges but not security deposits or any other charges.

**Q. If I don't pay the rent, what can the landlord do?**

He must send you a written demand giving you five days to pay the overdue rent. If the rent is not paid within these five days the landlord can end you tenancy and go to the magistrate to evict you. He does not have to give you a written demand for the overdue rent if your lease says in big print that no such notice will be given. If you have a written rental agreement, the landlord only has to give you a written notice for the overdue rent once during the period.

**Q. If I have not paid my rent can the landlord take any of my property?**

Only if the landlord goes to the magistrate and has you served with a distress warrant allowing her to hold your property. Some property cannot be taken. If you are served with a distress warrant, you should see a lawyer immediately. If you move out and leave some property, the landlord does have to go to court to hold and sell your property.

**CONDUCT**

**Q. My landlord wants to evict me because my children have been leaving garbage outside the dumpster and he claims it is attracting rats. Can he do this?**

Yes

**Q. Sometimes my friend comes over and creates a disturbance, kicking in the door, breaking windows, etc. Can I be forced to move out?**

Maybe. It depends on how often this happens or how serious it is.

**Q. I can't afford to have my water turned on right now. Can I be forced to move out?**

Yes, because the plumbing will not work, and it is illegal to live in unsanitary conditions.

**Q. My landlord came in to fix my sink and left me a note that my house was a health hazard and unless I straightened it up he would evict me. Can he do this?**

Not if your apartment was only messy. If your house is rat or roach infested because of how you keep it, then he can.

## **COMPLAINTS**

**Q. What are ways I can notify the landlord of my complaints?**

Written notice can be given:

at her place of business where the rental agreement was made

at any place where you pay your rent

Oral notice can also be given, but it is better to put the complaint in writing.

The landlord is also notified if she had reason to know that a problem or complaint existed.

## **EVICCTIONS**

**Q. Can my landlord put me out without going to court?**

No. Any other method, such as locking you out or turning off the utilities, is illegal. If the landlord attempts to evict you in an illegal manner, you may be able to stay in the house and recover damages and attorney's fees from the landlord.

**Q. If my landlord goes to court to put me out, what can I do?**

If your landlord knew that your apartment was in bad condition before your rent became due and had time to repair and did not, you should tell the judge. The magistrate may let you stay if you can show your apartment is not worth the rent the landlord wants for it, and you can pay what it is worth. If you are served with eviction papers, you should immediately go to a lawyer. You only have ten days from the date you are served to respond to the eviction notice, otherwise the magistrate will issue an order to put you out, called an ejection order.

**Q. Can my landlord evict me for complaining about the condition of my apartment?**

No. It is illegal for a landlord to try to get even with you for complaining.

**Q. Can the landlord evict me if I've been accused of a crime?**

No, she must prove you committed the crime.

**Q. Can the landlord evict me if I am criminally convicted for breaking the law in my home?**

Probably. You cannot use your home for illegal activities, and you cannot allow your family or anyone else to use it for illegal purposes.

## **WHAT MUST THE LANDLORD DO?**

**Q. What are the landlord's responsibilities?**

Not to interfere with the tenant's use of the property. The landlord is responsible for making all of the repairs and keeping the premises in a liveable condition. If you live in an apartment building, the landlord also has to keep all common areas, such as stairs, hallways, yards and parking lot, in a reasonably safe condition.

**Q. Can the landlord refuse to make repairs if I'm late or behind in paying rent?**

No the landlord must comply with requirements of state and local buildings and housing codes which generally require the property be kept in good repair.

**Q. Do I have to fix the landlord's furnace or plumbing?**

No, the landlord is responsible for providing what is known as essential services to the rental units. With few exceptions, the landlord must provide sanitary plumbing or sewer services and electrical and gas connections, where used for heat, hot water, or cooking.

**Q. What if the landlord's appliances, such as stove or air conditioner, don't work?**

The landlord must maintain a reasonably good and safe working order of all appliance(s) supplied or required to be supplied by him.

**Q. Are there any exceptions to the landlord's duties?**

Yes. The landlord and you can agree in writing for you to maintain the appliance(s) if the agreement is not for the purpose of allowing the landlord to avoid making repairs required by the law.

**Q. How can I get the landlord to make repairs if I can't contact her?**

When you agree to rent, the landlord must give you in writing the name of a person to contact.

**Q. If the landlord won't make repairs and I want to move, what should I do?**

Give your landlord written notice of the problems and warn him if the problems are not repaired in 14 days or within a reasonable time, you will move. If the landlord still does not repair, you can move and will no longer owe him any further rent. He is still required to return your security deposit if there are no reasons to hold it.

**Q. If the landlord won't make repairs and I can't move, what should I do?**

If you want to stay and purchase substitute heat, water or other essential services, you can give your landlord written notice you will purchase them the best you can elsewhere and deduct the cost from rent if she does not provide them in a reasonable time. You cannot make repairs yourself and deduct that cost from your rent. You can also take your landlord to court and ask a judge to order your landlord to make the necessary repairs. The people at the magistrate's office should help fill out the papers needed to get this done. You can also consult with a lawyer about doing this for you.

**Q. What if you want to stay but your landlord says she can't make the repairs unless you move?**

You can go to court and ask for money damages that result from your having to move because the landlord will not make the repairs. These damages can be things such as moving costs and higher rent at another apartment, if the judge so decides.

**Q. What can the landlord do if I damage his property?**

The landlord can send you a written notice that the damage must be repaired within 14 days. If you do not have the repairs made within 14 days, the landlord may enter the apartment and make the repairs and may also go to court to evict you.

**Q. Does the landlord have a right to come into my home any time she pleases?**

No. Generally she must give you 24 hours notice and get your O.K. to enter

**Q. What if there is an emergency in the house?**

Yes, she can come in without your permission if, for example, there is a fire, broken water or plumbing pipe, and other such things.

**Q. Are there other exceptions?**

Yes, if the police or a court order is involved, then she is not required to give you advance notice and get your permission.

**Q. What can I do if the landlord comes in anyway?**

You can take her to Magistrate's Court or Circuit Court for violating your rights under the law.

## **Appendix D**

### **What SC Law Says About the Eviction Process**

# What South Carolina Law Says About...

## The Eviction Process

This brochure is for **renters** (also called tenants) in private, public, and subsidized rental housing.

Even if your landlord (the person who rents to you) has a good reason to evict you, the law must be followed to guarantee that you are treated fairly.

The eviction process is explained in this brochure, but this isn't all the information you need to know. You need to talk to a lawyer about the details of **your** case if you've been served with eviction papers.

This brochure does not have all the information you need to know if you are served with eviction papers. You may want to talk to a lawyer.

If you don't have one, the South Carolina Bar Lawyer Referral Service can give you the name of a lawyer who is willing to consult and advise you at a discounted rate. For the name of a lawyer in your area, go to the Lawyer Referral Service Online or call toll-free, (800) 868-2284 (statewide) or (803) 799-7100 in Columbia and Lexington counties.

Ask-A-Lawyer volunteers from the South Carolina Bar are also available to answer your legal questions for free. Call toll-free, (888) 321-3644.

If you have a very low income, your local legal services office may be able to help you. To get in touch with them, call the Legal Assistance Telephone Intake Service for a referral at 744-9430 in Columbia or toll-free (888) 346-5592 from other places in the state.

This brochure was developed by a task force of legal services advocates and updated and published by the South Carolina Appleseed Legal Justice Center. Funding was provided by the South Carolina Bar Foundation's Interest on Lawyer Trust Accounts (IOLTA) program.

South Carolina Appleseed Legal Justice Center (SCALJC) is dedicated to advocacy for low-income people in South Carolina to effect systemic change by acting in and through the courts, legislature, administrative agencies, community and the media, and helping others do the same through education, training and co-counseling.

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Revised July, 2003.

### STEPS IN THE EVICTION PROCESS:

#### Step 1: The landlord decides you should be removed from the property.

Your landlord can have you evicted for one of the reasons described below:

##### Non-Payment of Rent

The law says you have only five days from when the rent is due to pay it before you can be evicted for non-payment.

Before your landlord can take you to court for not paying your rent, he must give you a notice about the non-payment, telling you he will terminate your lease if you do not pay within five days of the due date.

Your landlord does not have to send you a reminder about late rent if he has put the five-day rule in your lease or if he has already given you one notice during your lease term.

##### Breaking the Rental Agreement or Laws that Apply to All Tenants

If you've paid rent and the lease term hasn't expired, you can be evicted only for **serious or repeated** violations of the lease or law.

##### Rules in the Rental Agreement:

The rules of the rental agreement must be reasonable. Most rules about keeping the property clean or the premises safe will be considered reasonable.

Even if you think a rule might be illegal, the rest of the agreement may still be enforced against you - that is, you still have to pay rent.

Examples of serious violations include keeping pets when the lease says they aren't allowed or not keeping the property safe.

##### Laws that Apply to All Tenants:

##### Keeping the Property Clean and Free of Damage:

Even if it is not stated in your lease, you must keep the premises free of any health or safety hazards. If you haven't done so, the landlord must

give you a letter which states you have 14 days to clean the property or pay for any property damages. If you refuse, you may be evicted.

**Landlord Access:** After giving you notice, the landlord may enter the property to make repairs or inspections during reasonable hours. The landlord may try to evict you if you unreasonably refuse access to the property.

**Use of the Property:** You may be evicted for certain activities on the property, whether your lease agreement specifically says so or not. The property may not be used as anything other than a **living** place unless your lease permits it. You must not allow the property to be used for crimes.

##### End of the Written Rental Agreement

Every lease, whether written or verbal, has a **term** (or how long the lease lasts). If you don't leave at the end of the term, and you haven't renewed your lease, the landlord may evict you, even if all rent has been paid.

Most **written** leases automatically renew the lease for an additional period of time even if they are not renewed by landlord or tenant. Tenants should check their lease carefully for renewal provisions - if there isn't one and you want to stay, ask for a renewed lease.

Your landlord can't refuse to renew your rental agreement for an illegal reason, such as discrimination or to retaliate against you for complaining.

A **verbal** month-to-month lease renews automatically if neither person says otherwise. The landlord must give you 30 days' notice before he ends a lease agreement that is month-to-month. Also - you must give 30 days' notice if you plan to leave.

If you are an eligible tenant in subsidized housing, you usually have the right to renew unless you have broken a major rule.

Step 2: The landlord must notify you that you are about to be evicted. Your landlord must apply to a magistrate (a lower-level judge) to have you legally evicted. He or she cannot force you to leave by changing your door locks, turning off lights, or setting your property outside.

← The law says that you should receive notice that you are about to be evicted; this legal paper is called a **Rule to Show Cause**. The landlord must take steps to make sure you receive this paper.

← You or an adult in your household should receive this paper in person, but the sheriff (or other process server) may be able to just post this paper on your door and mail a copy to you after trying twice to find you in person.

← If you haven't paid your rent **and** you leave for 15 days, the rental property is considered **abandoned**. In that case, the law says a copy of the Rule to Show Cause may simply be posted on your door.

Step 3: You may request that a judge or jury hear your case and decide what should be done.

The Rule to Show Cause will tell you which magistrate will consider your case. Once you receive it, you have only **ten days** to answer the charges the landlord has made against you. You may have very good reasons why you should not be evicted, but you have to let the magistrate know you want to make these arguments in court. This is also the time to request a **jury trial**.

← Look carefully at the Rule to Show Cause, because the Magistrate may have already set a hearing date for you.

← witnesses you have) will have a chance to tell your side of the story. The magistrate will make a decision based upon what you and your landlord have presented. The magistrate may decide that you owe money for unpaid rent.

← Some arguments you might make are described here, but you should ask an attorney to help you decide which ones apply to you.

## DEFENDING YOURSELF IN CASES ABOUT:

### Non-Payment of Rent

← If you've paid part of the rent, the magistrate may force the landlord to accept the balance. If the rental property needs many repairs, the Magistrate might take that into account. The problems with the rental property would have to be very serious, such as: infestation with roaches, rats or mice; no heat or inadequate or unsafe heaters; faulty plumbing or electrical systems; no hot water, or no water at all. If you have any other claims against your landlord, you should talk to an attorney about presenting them in your defense.

### Violations of the Lease Agreement

← You may not be evicted unless you have been given 14 days to **correct the lease violation** the landlord is complaining about. This time gives you a chance to pay for damages you've caused or to correct your behavior. Tell the magistrate if the damage is very small or if someone other than your family or friends caused the damage or problems.

← You may not be evicted for breaking a rule that is **unreasonable**, such as one that says you cannot have visitors at your home.

When you appear in court, you (and any

If you believe your landlord **refused to renew** your lease because you made a complaint about the conditions of the property - either to the landlord or to some government agency - you should discuss this with an attorney or that agency.

← If you believe you were not allowed to renew because you are being discriminated against, you should consult an attorney or the South Carolina Human Affairs Commission.

← It is also important for you to talk to an attorney or the Human Affairs Commission if you feel you've been discriminated against in **any other way** regarding your housing.

## PROBLEMS WITH RECEIVING NOTICE OF THE EVICTION:

← The laws about giving you a copy of the Rule to Show Cause **must** be followed, and if they haven't, you should tell the Magistrate.

← If you have been away and return to find a Rule to Show Cause on your door, you may have a notice problem. The only two situations in which this notice to you might be adequate are:  
1) if you left for 15 days without paying rent or  
2) you have also received a Rule to Show Cause in the mail.

## APPEALS:

← You have the right to ask a higher court to look at your case (**appeal**) after the order.

← If you lose your ejection case and you want to **stay** in the rental property, you must file an appeal and pay an appeal bond **within five days** of the decision. You must continue to pay your rent if you appeal your case.

← If you lose your ejection case and are willing to leave the rental property after the hearing, you may still appeal the magistrate's decision for up to thirty days after the decision.

If you do not choose to fight the eviction or if you lose your case in magistrate's court and don't appeal the decision, then the magistrate will issue a **Writ of Ejection** within five days of the hearing. This is a legal paper that says you must move or the sheriff will remove you and your belongings from the property.

← A constable or deputy sheriff will present the Writ to you, or post a copy on the door if the premises are abandoned.

← 24 hours later, the sheriff will return and may use low level force to enforce the writ.

← If you or a family member is ill or elderly, the sheriff **may** give you more time to leave.

## A SPECIAL NOTE ABOUT SECURITY DEPOSITS:

If you leave the property, you should either get your security deposit back or get an explanation of what it was used for. The landlord may keep all or part of it to cover unpaid rent or damage you caused. The landlord can't charge you for normal wear and tear of the property. Ordinary wear and tear is damage that would naturally occur from living in a house or apartment. For example, a nail hole in the wall from hanging a picture would be ordinary wear and tear, but a hole kicked or punched in the wall would not be.

## A SPECIAL NOTE TO PUBLIC HOUSING AND

### SECTION 8 TENANTS:

You may have **additional rights** that are not explained in this brochure. You may have the right to another opportunity to explain your side of the story, in addition to the hearing before the magistrate. Ask the Housing Authority or your landlord for an explanation of your rights. You should also review your lease carefully and talk with an attorney.

Step 4: Eviction

## **Appendix E**

### **Fair Housing is the Law in SC**

## Are You Being Discriminated Against?

The South Carolina Human Affairs Commission is a state government agency that enforces the South Carolina Fair Housing Law. If you think you have been discriminated against in housing, you should contact the Commission. The Commission will investigate your complaint to see if the law was broken. If there is a violation, the Commission can help get legal remedies to which you may be entitled. Most of the time, the Commission can settle housing discrimination complaints quickly and easily. If it is necessary, the Commission may take discrimination cases to a hearing or to court.

Discrimination can be very subtle. Often people may suspect they have been discriminated against, but they are not sure they can prove it. If this happens to you, call the Commission anyway. Our investigators can often uncover discrimination the average person cannot detect. If you do not contact the Commission, you may never know if there was something that could have been done about it.

Sometimes people worry about what might happen if, after an investigation, it turns out there is no proof of discrimination. The answer is nothing! If you believe that you are being discriminated against, you have the right to file a complaint. No one can take any action against you for doing so, even if it turns out there was no discrimination.

## We are here to help.

If you feel you have been discriminated against, we want to hear from you.

## HOW TO CONTACT THE COMMISSION

### You may call: (803) 737-7800

Toll Free: 1-800-521-0725, (in state)

TDD: (803) 253-4125

Fax: (803) 253-4191

**Monday through Friday  
from 8:30 a.m. to 5:00 p.m.**

### **Web Address:**

[www.state.sc.us/schac](http://www.state.sc.us/schac)

### **E-mail Address:**

[Information@schac.state.sc.us](mailto:Information@schac.state.sc.us)

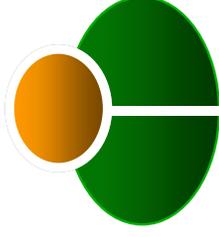
### **Our Address is:**

South Carolina Human Affairs Commission  
Fair Housing Unit  
2611 Forest Drive, Suite 200  
Post Office Box 4490  
Columbia, SC 29204-4490



Visitors are received by appointment  
or as a walk-in.

**Fair Housing  
is the Law in  
South Carolina**



**The South  
Carolina  
Human Affairs  
Commission**

**Jesse Washington, Jr.  
Commissioner**

# Housing Discrimination is against the Law in South Carolina



The South Carolina Fair Housing Law makes it illegal to discriminate in housing because of race, color, religion, sex, national origin, physical or mental handicaps, or familial status (families with children). The law applies to the sale, rental and financing of residential housing. Apartments, houses, mobile homes; and, even vacant lots to be used for housing, are covered by the Fair Housing Law. With a few exceptions, anyone who has control over residential property and real estate financing must obey the law. This includes rental managers, property owners, real estate agents, landlords, banks, developers, builders, insurers, appraisers, and individual homeowners who are selling or renting their property.

## Examples of Housing Discrimination:

The law prohibits the following acts based on race, color, religion, sex, national origin, handicap or familial status:

- Refusing to sell or rent housing
- Lying about the availability of housing
- Evicting someone from housing.
- Discrimination in the terms or conditions of housing; such as, rent, security deposits, sale prices, the use of facilities or financing.

## Case Examples of Discrimination:

- A real estate agent tries to persuade someone not to buy or rent a house in a certain neighborhood. This is called steering.
- A landlord refuses to rent an apartment to a man because he is mentally retarded.
- A newspaper ad says that housing is available for "white" applicants.
- A black person answers a newspaper ad for an apartment. The landlord tells him that apartment has already been rented. It turns out that the apartment was not rented, and the landlord later rents it to a white applicant who answers the same ad.
- A landlord evicts a white tenant from her mobile home because her black friends visit her there.

- A resident manager refuses to rent an apartment to a family with children, will only allow families with children to live in certain buildings or on certain floors or charges families higher security deposits.
- A landlord checks the credit records of all black and Hispanic applicants and uses small credit problems as an excuse to refuse to rent apartments to them. It turns out that the landlord does not always check white applicants' credit records or overlooks small credit problems in their records.
- A property manager refuses to rent an apartment to a single woman, but he will rent the apartment to a single man.
- A bank refuses to lend money to a house buyer because the house he wants to buy is in a minority neighborhood. This is called redlining.
- A rental manager charges minority tenants a larger security deposit, or higher rent, than white tenants.
- A female tenant and her family are evicted from their apartment because the woman refused the landlord's sexual advances.
- A landlord refuses to rent an apartment to a blind woman because she has a seeing-eye dog.

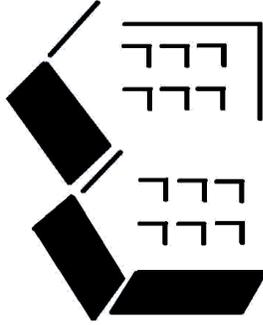
## **Appendix F**

### **What You Should Know About EIV and Debts Owed to Public Housing Agencies and Terminations**



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/offices/bihr/programs/bihrinfo/iv.cfm>.

**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)



**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**  
**DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS**

**Paperwork Reduction Notice:** The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB person is not required to respond to a collection of information unless the collection displays a current valid OMB control number 2577-0266. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a number.

**NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:**

Public Housing (24 CFR 960)

Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)

Section 8 Moderate Rehabilitation (24 CFR 882)

Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

**What information about you and your tenancy does HUD collect from the PHA?**

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

**Who will have access to the information collected?**

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

**How will this information be used?**

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family’s suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, your current rental assistance may be terminated and your future request for HUD rental assistance may be denied for a period of up to ten years from the date you moved out of an assisted unit or were terminated from a HUD rental assistance program.

**How long is the debt owed and termination information maintained in EIV?**

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

**What are my rights?**

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD.
2. To have an administrative review of HUD’s initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

**What do I do if I dispute the debt or termination information reported about me?**

You should contact the PHA, who has reported this information about you, in writing, if you disagree with the reported information. The PHA’s name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. Disputes must be made within three years from the end of participation date. Otherwise the debt and termination information is presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD’s EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

<p><b>This Notice was provided by the below-listed PHA:</b></p> <p><b>SC State Housing Finance &amp; Development Authority</b>  <b>Attn: Voucher Program</b>  <b>300-C Outlet Pointe Blvd</b>  <b>Columbia, SC 29210</b>  <b>803-896-8888</b></p>	<p><b>I hereby acknowledge that the PHA provided me with the <i>Debts Owed to PHAs &amp; Termination Notice and EIV Informational Brochure</i>:</b></p>	
	<b>Signature</b>	<b>Date</b>
	<b>Printed Name</b>	

## **Appendix G**

### **Applying for HUD Housing Assistance**



# APPLYING FOR HUD HOUSING ASSISTANCE?

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

## Do You Realize...

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

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

## Do You Know...

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

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

## So Be Careful!

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

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

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

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

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

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

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

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

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

## Ask Questions

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

## Watch Out for Housing Assistance Scams!

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

## Report Fraud

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



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410

## **Appendix H**

### **Protect Your Family from Lead in Your Home**

## **IMPORTANT!**

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

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



# Protect Your Family From Lead in Your Home



United States  
Department of Housing  
and Urban Development

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

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

### **Read this entire brochure to learn:**

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

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

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

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

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



## Consumer Product Safety Commission (CPSC)

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

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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

### HUD

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

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

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## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

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

## Lead Gets into the Body in Many Ways

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

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

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

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



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

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

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

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

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT) One Congress Street  
Boston, MA 02114-2023  
(617) 918-1524

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

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

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

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

## For More Information

### The National Lead Information Center

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

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

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

### State and Local Health and Environmental Agencies

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

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

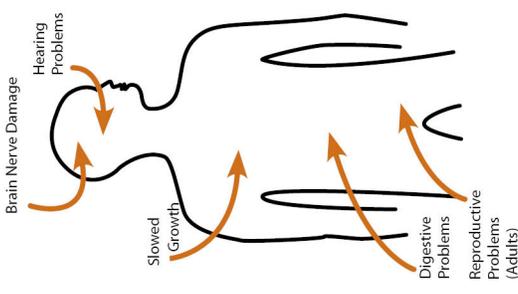
## Health Effects of Lead

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

### In children, exposure to lead can cause:

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

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



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

### In adults, exposure to lead can cause:

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

## Check Your Family for Lead

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

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

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

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

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

## Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery** or **porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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

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

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

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



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

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
  - **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
    - Open-flame burning or torching
    - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
    - Using a heat gun at temperatures greater than 1100°F
  - **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
  - **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.
- To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

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

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

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

**Lead can be found:**

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

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

---

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

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

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

## Reducing Lead Hazards, continued

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

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

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

## Reducing Lead Hazards

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

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



## Checking Your Home for Lead

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

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



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

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

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

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

## Checking Your Home for Lead, continued

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

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

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

## What You Can Do Now to Protect Your Family

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

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

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

## **Appendix I**

### **How Portability Works**

# How Portability Works



## What is Portability?

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

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

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

## What Happens Next?

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

## Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.

**Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership Program.**

# How Portability Works



## Before Porting, Things You Should Know

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

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

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

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

## Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.
3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

***Any additional instructions will be provided by the receiving PHA. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.***

## **Appendix J**

### **A Good Place to Live**

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



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# A Good Place to Live!

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410



- 02426 -

November 1995  
HUD-593-PIH (9)

# 1. Living Room

## The Living Room Must Have:

### Ceiling

A ceiling that is in good condition.

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

### Walls

Walls that are in good condition.

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

### Electricity

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

- Count  as one outlet.

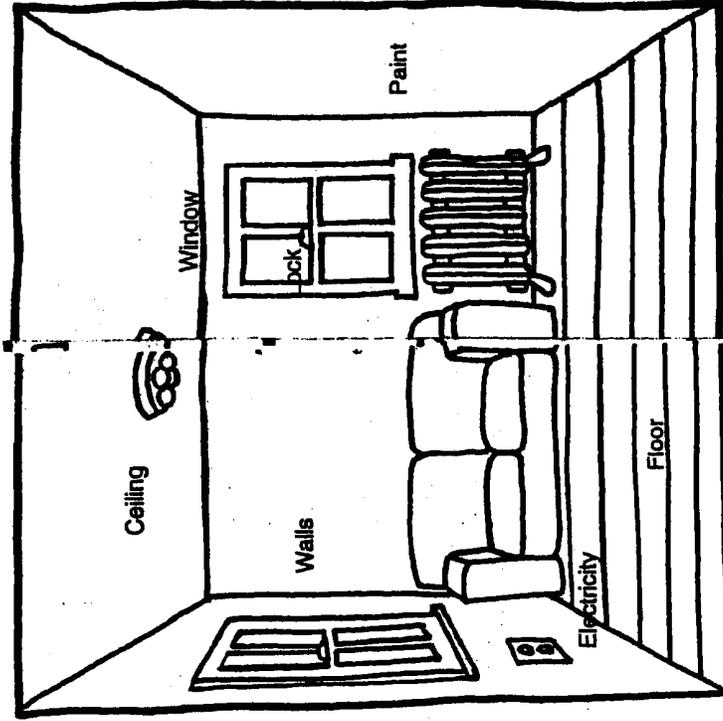
- Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords; they are not permanent.

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

### Floor

A floor that is in good condition.

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



Notes:

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

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

### Lock

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

### Paint

- Minimal peeling or chipping paint if you have children under the age of six and the house or apartment was built before 1978.

### You Should Also Think About:

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

# 2. Kitchen

## The Kitchen Must Have:

### Ceiling

A ceiling that is in good condition.

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

### Storage

Some space to store food.

### Electricity

At least one electric outlet and one permanent ceiling or wall light fixture that works.

- Count  as one outlet.

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

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

### Stove and oven

A stove (or range) and oven that works. (This can be supplied by the tenant.) In some cases, a microwave oven may be substituted for a stove (or range) and oven.

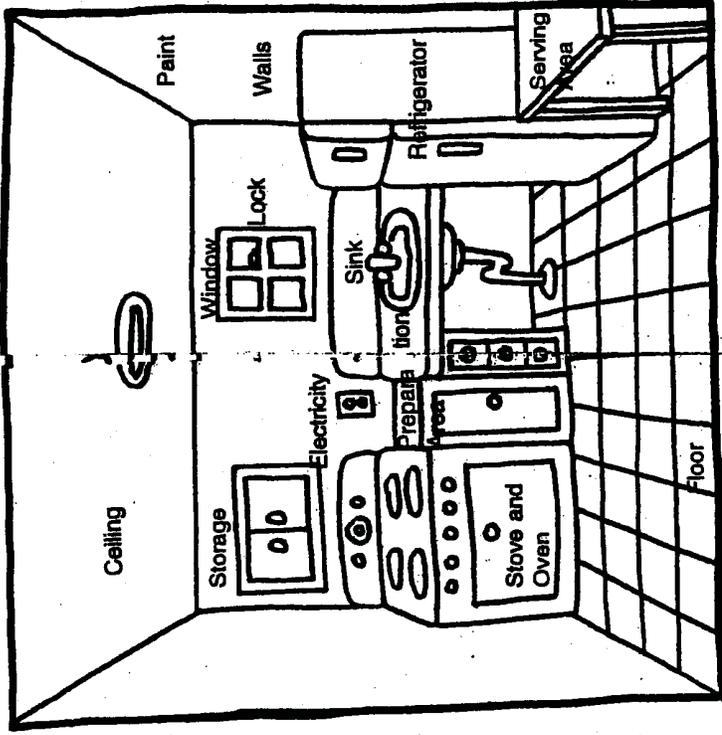
### Floor

A floor that is in good condition.

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

### Preparation Area

Some space to prepare food.



Notes:

### Paint

- Minimal peeling or chipping paint if you have children under the age of six and the house or apartment was built before 1978.

### Window

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

### Lock

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

### Walls

Walls that are in good condition.

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

### Serving Area

Some space to serve food.

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

### Refrigerator

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

### Sink

A sink with hot and cold running water.

- A bathroom will not satisfy this requirement.

### You Should Also Think About:

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

# 3. Bathroom

## The Bathroom Must Have:

### Ceiling

A ceiling that is in good condition.

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

### Window

A window that opens or a working exhaust fan.

### Lock

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

### Toilet

A flush toilet that works

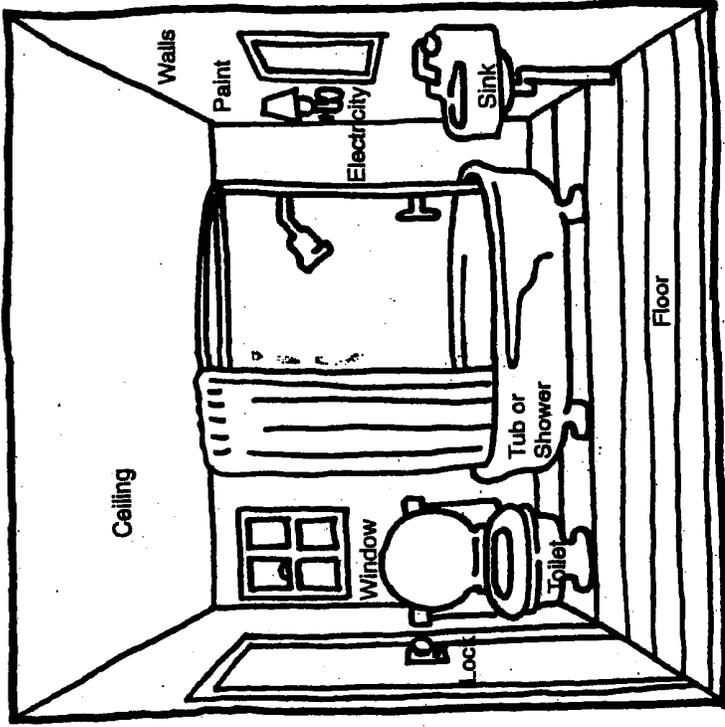
### Tub or shower

A tub or shower with hot and cold running water.

### Floor

A floor that is in good condition.

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



### Paint

- Minimal peeling or chipping paint if you have children under the age of six and the house or apartment was built before 1978.

### Walls

Walls that are in good condition.

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

### Electricity

At least one permanent ceiling or wall light fixture that works.

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

### Sink

A sink with hot and cold running water.

— A kitchen sink will not satisfy this requirement.

## You Should Also Think About:

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

## Notes:

# 4. Other Rooms

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

## Other Rooms Used for Living Must Have:

### Ceiling

A ceiling that is in good condition.

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

### Walls

Walls that are in good condition.

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

### Paint

- Minimal peeling or chipping paint if you have children under the age of six and the house or apartment was built before 1978.

### Electricity in Bedrooms

Same requirement as for living room.

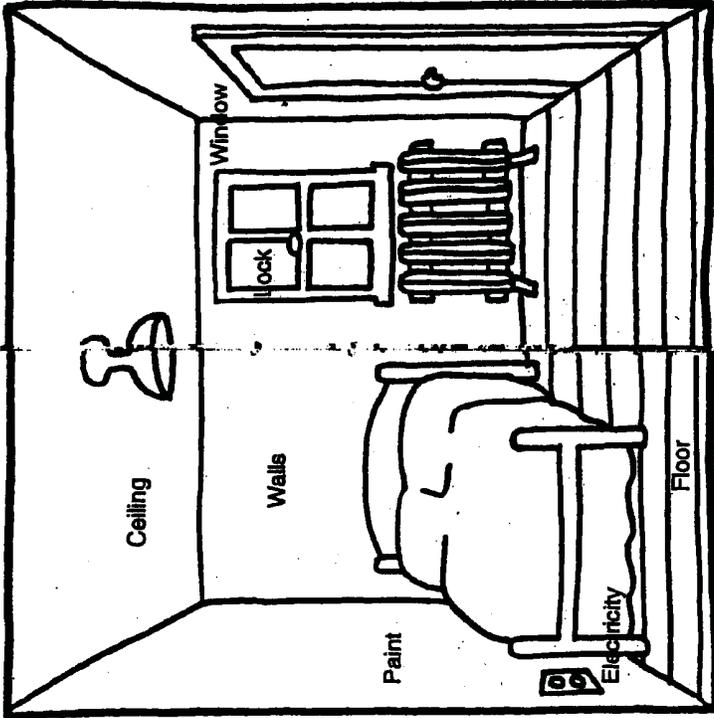
### In All Other Rooms Used for Living:

There is no specific standard for electricity; but there must be either natural illumination (a window) or an electric light fixture or outlet.

### Floor

A floor that is in good condition.

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



Notes:

### Lock

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

### Window

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

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

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

### You Should Also Think About:

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

# 6. Health and Safety

## The Building and Site Must Have:

### Smoke Detectors

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

### Fire Exits

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

### Elevators

Make sure the elevators are safe and work properly.

### Entrance

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

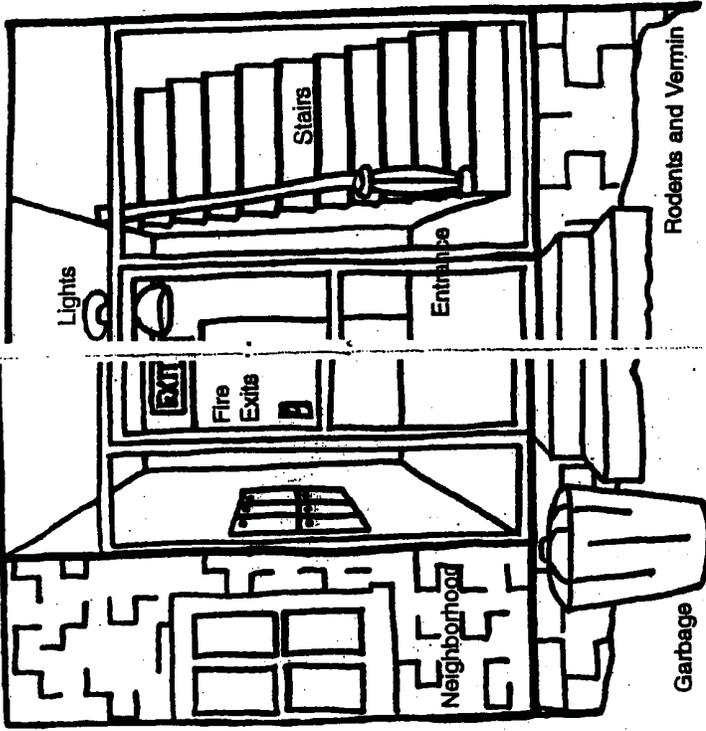
### Neighborhood

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

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

### Garbage

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



**Lights**  
Lights that work in all common hallways and interior stairs.

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

### Pollution

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

### Rodents and Vermin

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

### For Manufactured Homes: Tie Downs

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

## You Should Also Think About:

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

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

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