# **Briefing Book**

### **Housing Choice Voucher (HCV) Program**

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### **Physical Address**

100 NW 63rd Street, Suite 200 Oklahoma City, OK 73116

### **Mailing Address**

P. O. Box 26720 Oklahoma City, Ok 73126-0720

Telephone: (405)848-1144 Toll Free: (800) 256-1489

TTY: Dial 711 or (800) 722-0353 Main Fax: (405) 879-8822

Website: www.ohfa.org

Initial Certification Team (ICT) Fax: (405) 419-9169

**Keep This Book for Future Use** 



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#### Welcome

This handbook is provided for you to read. It is your responsibility to understand how the Section 8 Housing Choice Voucher (HCV) Program works. Please keep this Briefing Book as a reference for future use and for your records.

#### **About the Program**

The Housing Choice Voucher Program helps eligible low-income families by paying a portion of their rent so they can reside in housing that is safe and affordable. The rules and regulations for this program are determined by the U.S. Department of Housing and Urban Development (HUD).

To begin receiving rental assistance, you must first find an appropriate place to live. The place you choose must meet Housing Quality Standards and the owner of the property must agree to participate in the program.

Oklahoma Housing Finance Agency (OHFA) also offers the option of using your voucher to become a first-time homebuyer. More information about the Housing Choice Voucher Homeownership Program may be found on OHFA's website www.ohfa.org.

The Housing Choice Voucher Program may also be referred to as "Rental Assistance" or "Section 8."

Oklahoma Housing Finance Agency's policies governing the Housing Choice Voucher Program are contained in the Administrative Plan and are available for review on OHFA's website or by appointment at OHFA's central office in Oklahoma City.

**NOTE**: OHFA will not authorize a contract in the following cities: Norman, Shawnee, or Stillwater.

#### **Housing Choice Vouchers**

The Housing Choice Voucher Program establishes a limit on the amount of rent that may be paid on a family's behalf. A family may initially pay a landlord up to 40% of the family's monthly-adjusted income. The rent limit requirement only applies to first-time participant families and families transferring from one housing unit to another. The 40% rent limit does not apply after the initial term of the contract.

#### **Median Income Limits**

HUD has established median income limits for OHFA's geographical area. OHFA uses the county with the highest median income at 50% (very low-income) to determine a family's initial eligibility for the program. However, the family's income cannot exceed the income limit for the county in which the family chooses to sign a lease/contract. Using the Income Limits, a family may determine the county where they would like to live and compare their gross income (income before taxes and deductions) and family size to the very low-income limit. If their gross income is at or below the income for the county they have selected, they are eligible to receive rental assistance. In very limited situations, families previously assisted under public housing, Section 8 project-based, and other HUD programs may qualify under the lowincome limits.

#### **Income Targeting**

OHFA must ensure that extremely low-income (ELI) families make up at least 75% of the families admitted to the program each year. ELI families are those with annual incomes not exceeding the federal poverty level or 30% of the median income, whichever number is higher.

#### **Choosing a Place to Live**

The family may choose to live in various types of homes, as long as it meets certain requirements for Rent Reasonableness and Housing Quality Standards (HQS) and the landlord accepts Section 8 vouchers. For all families including a person with disabilities, you may request a current listing from OHFA of potential rental units including accessible units. In addition, you may search for available housing at <a href="https://www.gosection8.com">www.gosection8.com</a>.

When locating a place to live, HUD recommends that families consider neighborhood factors such as: employment opportunities; safety; crime rates; health care access; public transportation; schools; access to social services; the quality of housing; and proximity to family and friends.

Furthermore, HUD references research that has shown that moving to areas of low-poverty concentration has advantages that includes strong positive physical and mental health effects for families. Some research shows that families who lived in low-poverty neighborhoods for a longer period had an increased likelihood of finding employment and having higher incomes, and their children had higher scores in school and were more likely to enroll in college.

#### **Landlord Listings**

Landlords may list their property at <a href="www.gosection8.com">www.gosection8.com</a> or by calling 1-866-466-7328.

#### **Program Steps**

- The family completes an application and is placed on OHFA's waiting list.
- The family is selected from the waiting list based on the date and time the Section 8 Rental Assistance application was received.
- The family is scheduled for an

appointment with an OHFA Field Agent who will explain the Section 8 Rental Assistance Program to the obtain information family and pertaining to the family's household composition and income. This meeting does not guarantee Section 8 Rental Assistance will be received. The information is reviewed and verified by OHFA in order to determine final eligibility.

- Once eligibility has been determined and funding is available, OHFA will issue the family a voucher. OHFA will determine the family's bedroom size by using the family's household composition as a guide.
- OHFA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum/ Maximum)
0 Bedroom	1 - 2
1 Bedroom	1 - 4
2 Bedrooms	2 - 6
3 Bedrooms	3 - 8
4 Bedrooms	4 - 10
5 Bedrooms	6 - 12
6 Bedrooms	8 - 14

- When the voucher is issued, the family has 60 days to locate a suitable unit.
- The family locates a suitable place to live. A housing unit, (such as, a house, apartment, duplex, or mobile home) is acceptable, as long as it meets certain requirements for Rent Reasonableness and Housing Quality Standards (HQS).
- At this point in the process, the family and landlord should complete a scheduling request form that is supplied with the voucher.
- If 60 days is not sufficient to locate a

- suitable unit, you must send a written request to OHFA for a voucher extension before your voucher expires. However, OHFA may not grant an extension.
- The owner or manager of the property screens the family for suitability as a renter.
- After the owner/landlord approves the family and agrees to participate, the family must submit a completed Scheduling Request Form to OHFA so that a Housing Quality Standards inspection of the unit can be scheduled. An incomplete form will delay scheduling of an appointment. The family may send the Scheduling Request Form by mail, fax, or bring it in person, (fax numbers and mailing address are on the cover of this guide).
- NOTE: The family is responsible for any deposits for housing and utilities.
- The family may move into the unit prior to the inspection with landlord approval. However, the family is responsible for all rent prior to the signing of the contract. OHFA will make the contract effective the date the unit passes inspection. A unit occupied by someone other than the family requesting Section 8 Rental Assistance will not be inspected until the unit has been vacated.
- If the unit meets HQS requirements and the rent for the unit is determined to be reasonable when compared to similar unassisted units, OHFA will enter into a HAP Contract with the owner, and the family will enter into a lease with the owner.
- The owner is required to provide a copy of his lease for attachment to the HUD contract and Tenancy Addendum.
- OHFA will not authorize a contract that would require a family to pay a landlord more than 40% of their monthly-adjusted income in rent.

The owner/landlord does not have to be present for the signing of the contract. However, the family must have a signed copy of the owner's lease, with all but the effective dates completed. If a lease is not available and the unit passes inspection, a contract will not be authorized. The owner's failure to be present will also delay the effective date of the lease and contract and receipt of the initial Housing Assistance Payment. If the unit does not meet HQS requirements, the family and owner will be given a list of repairs and a timeframe to make the corrections.

After the contract and lease are signed, OHFA makes payments to the owner as long as the family continues to meet eligibility requirements and the unit continues to meet HQS requirements. The family's portion of rent is paid directly to the owner.

The tenant cannot pay the landlord more for rent than OHFA has authorized.

#### **Determining Payment Amount**

The family's portion of rent cannot exceed 40% of their monthly-adjusted income during the initial term of the lease.

Rent charged for the unit must be reasonable when compared to similar unassisted units

Maximum housing subsidy is the lower of OHFA's Payment Standard or the Gross Rent for the unit (contract rent plus tenant paid utilities) minus the family's Total Tenant Payment (TTP).

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, OHFA is allowed to establish a higher payment standard for the family within the basic range allowed by HUD. A family must submit a

written request explaining the need for an exception payment standard to rent an accessible unit for a person with disabilities.

See the Rent Estimate Worksheet for more information. There is no HUD established rent limit.

### **Lease Agreement**

The lease agreement must comply with state and local law. The initial term of the lease must be for at least one year. It must have a starting and ending date and terms for renewal. The lease must specify the utilities and appliances supplied by the owner and the utilities and appliances supplied by the family.

The lease agreement must include the tenancy addendum. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall prevail.

The owner should use the same lease regardless of whether or not the tenant will be receiving assistance. The lease agreement should list the name of the owner, the name of the tenant, names of all household members and the address of the unit. The lease agreement should include a deposit amount, rent amount, and signatures of the tenant and landlord.

The Housing Assistance Payments (HAP) contract between OHFA and the owner/landlord begins on the first day of the term of the lease and ends on the last day of the term of the lease. The HAP contract beginning date and lease beginning date must be the same.

**NOTE**: OHFA has up to 60 days to make the first payment.

#### **Rent Reasonableness**

Rent Reasonableness is determined by comparing the rent charged for unassisted units of similar size, features, and amenities. Housing Quality Standards are the minimum acceptable standards a home must meet for a family to receive Section 8 Rental Assistance. This is determined by performing a thorough inspection of the housing unit the family has selected.

At the time of the HQS inspection, an OHFA field agent will evaluate the reasonableness of the rent asked for the dwelling unit. The proposed rent will be compared to the rent for other units on the open market of similar size, features, year of construction and amenities. OHFA makes the determination of rent reasonableness and comparability based on the condition of the dwelling unit and rental market information.

After the first year of the lease, the owner may request a rent increase with a 60-day notice to the family and OHFA. The proposed increase must be reasonable, must be in writing, and must first be approved by OHFA, before it becomes effective.

# Reasons an Owner's Actions Could Cause a Housing Unit to Be Denied

OHFA is not allowed to approve a dwelling unit if:

- OHFA has been notified by HUD that the owner has been debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.

- OHFA has the discretion to disapprove an owner for any of the following: The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of non-compliance with the HQS for units leased under the Section 8 Rental Program.

#### **Housing Assistance Payment Changes**

OHFA will provide written notice to the family and to the owner if the family's portion of the rent changes.

#### Frequently Asked Questions (FAQs)

# 1. I am currently receiving assistance and I want to move. What do I need to do?

Submit your request to move in writing to OHFA's recertification team. If your request is approved, OHFA will send you a voucher authorizing you to search for new housing, a cover letter stating your gross and monthly-adjusted income, bedroom size eligibility and a scheduling appointment request form that you must return to request an inspection. You will have 60 days to find new housing and request an inspection. You do not have to move from your current place while you are searching for a new place. OHFA will continue making monthly payments to the landlord on your behalf. However, before you move, you must give your landlord written notice. The amount of notice your landlord requires can be found in your lease. If you fail to give your landlord written notice before moving, you may lose your Section 8 voucher and be prohibited from reapplying for assistance for 3 years. Please be sure to provide ample time for processing.

NOTE: If you sign a lease before OHFA approves a unit and for whatever reason the unit fails inspection, the lease could bind you to that unit. This is a matter between the prospective tenant and landlord.

OHFA will not begin making payments until the unit passes the Housing Quality Standards (HQS) inspection and the housing assistance payments (HAP) contract is effective. If the family moves in before this time, any rent is the family'sresponsibility.

## 2. How do I know where I am on the waiting list?

While there is no way to know where you are on the waiting list, there is a way to check your status. Visit <a href="www.waitlistcheck.com">www.waitlistcheck.com</a> or call (405) 879-6365 or (866) 569-6306.

## 3. My waiting list status changed from active to inactive.

Certain events cause an inactive status; please see some possible events below:

- 1. You were selected for an appointment and should receive an appointment letter within 8-12 weeks. If you do not receive a letter within that time, please call 405-842-2471 extension 299.
- 2. You were purged for not responding to a waiting list status update letter.
- 3. You may have been dropped for one of the following reasons:
  - a. Not providing some requested information;
  - b. Did not provide a mailing address on your application;
  - c. You submitted an incomplete application;
  - d. You did not attend a scheduled appointment; or

#### e. Due to returned mail.

Remember, if your address or phone number changes, you must notify OHFA in writing.

# 4. I am on the waiting list. How long will it take for me to receive assistance?

It could take several months to several years to get assistance. The applications are processed in the order they are received. Applications received from applicants with a verified disability and applicants verified as living in a homeless shelter are processed before all other applications.

# 5. I am a landlord and my tenant has not paid their portion of the rent. What do I do?

Take the same action against the assisted tenant that you would take against an unassisted tenant. OHFA is not a party to the lease; and therefore, has no authority to enforce it. However, serious lease violations, such as non-payment of rent, are cause for OHFA to terminate a family's participation in the program. Please notify OHFA in writing when serious lease violations occur and provide a copy of all the paperwork when legal action has been taken against an assisted tenant.

# 6. I am a landlord and have not received my housing assistance payment from OHFA. Who do I contact?

Please call toll free (800) 256-1489 ext. 2898 or locally (405) 848-1144 ext. 2898 to speak with a Housing Program Payment Specialist.

# 7. I mailed, hand delivered, or faxed something for my file. How do I know if OHFA received it?

Mail or hand deliveries may take up to five days and faxes may take up to three days after OHFA receives it to be scanned into the file. Please allow processing time before calling to confirm or ask questions about your paperwork.

#### 8. How much is my voucher worth?

A voucher uses payment standards that represent the maximum subsidy OHFA can pay on behalf of a family with rent. Please see the payment standards in the Briefing Book. This does not mean that we will pay the full amount for each family, since many things affect the family's assistance. Payment standards include rent plus a utility allowance (U/A) if the tenant pays any of the utilities (e.g., Rent + Utility Allowance= Payment Standard).

# 9. I want to add a member to my household, how do I do that?

You must have prior written approval from OHFA and permission from your landlord before moving any adult member into a unit. You must send a written request and provide the person's Social Security number, photo ID, full legal name, and date of birth. OHFA will conduct a background check to determine eligibility and will notify you of the results. The addition of a minor, resulting from a birth, adoption, or court awarded custody must be reported in writing by the family's next annual recertification. OHFA's policy does not require reporting these cases unless it is during your annual reexamination. However, other minors must be reported within 30 days.

# 10. My landlord will not fix items in the unit in need of repair. What can I do?

All requests to repair items should be made in writing to the landlord (include the date and keep a copy for yourself) so that there is a clear understanding of what is needed. If the owner/landlord does not repair the item(s) in a timely manner (10-14 days), you may request in writing an inspection of the unit by submitting a list of items to OHFA. If any items are potentially life threatening or create health and safety issues, you may call OHFA for

assistance. Items considered life threatening or that impact health and safety may include such things as electrical hazards, sewage problems, no water, no heat, leaks in the ceiling where there is possible falling debris, blocked exits, a gas leak, etc.

# 11. I have an increase in income. What do I do to let you know?

Increases in income must be reported during your reexamination process, which is from the time you meet with our field agent until your anniversary date. If the increase occurs after your anniversary date, the increase needs to be reported at the next annual reexamination. Information required for example would be: two (2) recent consecutive paystubs, written statement from employer on their letterhead, etc. All changes must be reported in writing to OHFA.

# 12. I have a decrease in income. What do I do to get my rent lowered?

You must report all changes in writing to OHFA within 30 days of the decrease. With your written notice, submit any paperwork you have showing that you have lost your job or showing your reduced income. For example, a letter from your previous employer on company letterhead indicating your last date of employment, a family contribution statement with amount provided and how often, DHS printouts and benefit letters (i.e., Social Security, unemployment, etc.). If you apply for unemployment, food stamps, TANF or if a family member is now assisting with bills, you must include this paperwork. Decreases will be effective after all income changes are verified. The change will not be retroactive to the date of the event or the reporting of the event.

# 13. My landlord gave me a notice to move. What do I do?

Provide a copy of the notice to OHFA so that we may review and determine if we can issue you a voucher to search for a new unit or if we need to speak with the owner/landlord.

#### 14. Will I receive a check for my utilities?

Any family that does not pay a portion of rent may qualify for a utility reimbursement. Each family's situation is different. The utility reimbursement check is a payment made by OHFA to the family to assist with utility expenses.

Every family that pays any utility in the unit will receive a utility allowance. The utility allowance is included in the calculations determining the family's portion and OHFA's rental payment even if you do not receive a utility reimbursementcheck.

#### **Housing Quality Standards (HQS)**

Housing units approved under the Section 8 Rental Assistance Programs must meet all Housing Quality Standards (HQS). The following HQS information is not a complete inspection listing but covers many broad areas to assist landlords and families to prepare for inspections. Please note: each unit inspected may present a different set of unique conditions not covered in this general list.

- All utilities must be turned on and operational.
- Light bulbs must be installed in all open sockets.
- Closets will beinspected.
- Roaches and rats will cause the unit to fail.
- All appliances must be installed and working properly.
- A general rule-of-thumb is that the building and all equipment are safe, in good repair, and operate as designed.

#### Kitchen:



The stove or range with oven must be present, installed, and working properly. Every knob must be present, working properly, and not broken. The oven must work.

A properly working refrigerator must be in the unit. It must have a grill or kick plate securely attached to the bottom, if designed for one.

Dishwashers and garbage disposals must work properly or be repaired, replaced or removed.

#### Windows:

All windows that may be reached from the outside must have a lock that works.

There cannot be any broken windows. Minor cracks may be sealed. Broken windows or windows with large cracks must be replaced.

Make sure both parts of the lock meet. Locks must be secure. Windows with storm windows must still have locks that work properly. Storm windows cannot be substituted for regular windows.

Windows must be weather-tight. Make sure panes are caulked/puttied into the frames.

Windows that allow serious drafts to enter the unit will fail.

All windows that were designed to open must be able to open, close, stay open without the use of a prop, and lock properly. If paint prevents the windows from opening, they must be pried open.



All living rooms and bedrooms must have at least one window. At least one window in each of these rooms must open. If burglar bars are installed on bedroom windows, at least one set of burglar bars in each bedroom must be able to be opened without the assistance of tools or keys. Otherwise, they must be removed.

If screens are present on windows, they must be in good condition. Torn screens may be repaired, replaced, or removed.

#### Doors:

All doors leading to the outside must be airtight. Check the weather stripping. Make sure air and/or daylight do not come in around the doors (i.e., top, bottom, and sides).

All doors leading to the outside must lock securely. A chain lock is not acceptable as the only lock on the door.

Double-keyed locks, requiring a key to open from the inside are not acceptable.

Screens on doors must be in good condition. Torn screens may be repaired, replaced, or removed.

#### **Ceiling and Walls:**



Ceilings and walls must be in good condition. There can be no loose surface material like falling paper, crumbling sheetrock or plaster.

There can be no bulges or cracks that cause ceilings or walls to be unstable.

#### Floors:

The entire floor must be sturdy with no weak or rotting boards.

There cannot be any tripping hazards. A wrinkled carpet, loose or torn carpet or linoleum, bulges in the floor, and obstructions (i.e., cords running across thresholds/doorways) are examples of tripping hazards.

#### **Electricity:**

Electrical hazards will cause the unit to fail inspection. Electrical hazards include missing, broken, or cracked cover plates, light switch plates and receptacles, a protruding electrical box, an extension cord located where it can be stepped on, and inadequate electrical wiring. Extension cords cannot be extended from room to room.

Electrical wires located on the outside of a unit must be of the type manufactured for exterior use, marked as such, and be securely attached. If the exterior wiring is not marked for exterior use, it must be enclosed in conduit and be securely attached to the unit.

Interior electrical wiring installed on the outside of a wall must be enclosed in metal sheathing, unless is it Romex and is located high enough so that it cannot be touched by objects.

Light fixtures must be securely attached to the ceiling or wall.

The living room and bedrooms must have at least one permanent light fixture and one electrical outlet or two electrical outlets that work.

The kitchen must have one permanent light fixture and at least one electrical outlet.

The bathroom must have a permanent light fixture.

Every room must have some form of lighting (natural or artificial).

Any evidence of a short in the electrical wiring will cause the unit to fail inspection.

Three pronged outlets must be grounded or protected by a GFCI.

#### **Exterior Light Fixtures:**

Exterior outlets must have covers designed for exterior use. These outlets must be grounded.

All exterior light fixtures must have bulbs and globes, if designed for globes. Exterior/outdoor use only light bulbs must be installed in all open sockets for fixtures designed without globes.

#### Paint:

If the house was built prior to 1978 and there is a child under the age of six living in the unit, the unit must be free of cracking, scaling, chipping, flaking, and peeling paint. This applies to both the interior and exterior of the unit.

The defective paint must be properly stabilized in accordance with HUD Regulations on Lead Based Paint Hazards in housing receiving Federal Assistance.

#### Foundation and Roof:

The foundation must be sturdy, keep air and water out, and be free of severe cracks, missing bricks and signs of recent settling.

The roof must be sturdy and keep air and water out of the unit. A leak will cause the unit to fail.

#### Plumbing:

There must be hot and cold running water at the kitchen sink, the bathroom sink, and the bathtub/shower.

All faucets must be present and working properly. Sink sprayers must work or be repaired, replaced or removed and the hole covered.

A leak in the pipes will cause the unit to fail.

Water or sewage leaking under the house or in the yard will cause the unit to fail.

#### Bathroom:

Bathrooms must have a window that opens to the exterior of the unit, or an exhaust vent system that works properly.

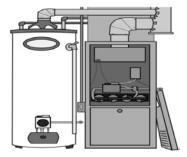
The toilet must flush properly and be secured to the floor.

The toilet seat must be free of cracks and be secured to the toilet.

Bathrooms must have a sink with a gas trap (Ptrap) under the sink.

Bathrooms must have a shower or tub that works properly.

#### **Heating System:**



Gas heaters must be vented properly or disconnected and the gas line capped.

There must be a permanently installed heat source, gas, or electric, sufficient to heat every room in the unit.

The heating system must be present and working even if the unit is inspected in the summer months.

The flue vent on a gas heater must extend through the roof to the outside and have a rain cap attached properly and securely.

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units. Owners must provide a vented or electric permanentheat source.

#### Water Heater:

Water heater must be visible for inspection.

The water heater must be enclosed unless it is in a garage, basement, or an enclosed utility

room (meaning there is not a door leading from the utility room to the exterior of the unit). An acceptable material is sheetrock or any nonflammable material.

The flue vent on the gas water heater must extend through the roof to the outside with a rain cap properly and securely attached.

A gas water heater must have oxygen. The enclosure cannot be completely airtight. There must be some form of ventilation for the enclosure. The flame has to have enough oxygen to burn blue in color. A duct pipe from the attic to the flame level can be used to provide this ventilation.

There must be a temperature/pressure relief (TPR) valve and a discharge line on all water heaters. If the water heater has a manufactured opening for the TPR valve, the valve must be installed in that opening.

If there is not a manufactured opening, the TPR valve can be located on the hot water line. However, the stem on the TPR valve must extend into the water heater and the tag must be accessible on the TPR valve.

At no point can the discharge line extend upward.

Discharge lines must meet the following guidelines and conform to at least one of the listed standards for the material used. An acceptable standard must be listed on the discharge line.

From the International Plumbing Code (IPC) 2009 (Fourth Printing):

Section 504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve, or combination thereof shall:

- Not be directly connected to the drainage system.
- Discharge through an air gap located in the same room as the waterheater.
- Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
- Serve a single relief device and shall not connect to piping serving any other relief device or equipment.
- Discharge to the floor, to the pan serving the water heater or storage tank, to a waste receptor or to the outdoors.
- Discharge in a manner that does not cause personal injury or structural damage.
- Discharge to a termination point that is readily observable by the building occupants.
- Not be trapped.
- Be installed so as to flow by gravity.
- Not terminate more than 6 inches (152 mm) above the floor or waste receptor.
- Not have a threaded connection at the end of such piping.
- Not have valves or tee fittings.
- Be constructed of those materials listed in Section 605.4 or materials tested, rated and approved for such use in accordance with ASME A112.4.1.
- 605.4 Water distribution pipe. Water

distribution pipe shall conform to NSF 61 and shall conform to one of the standards listed in Table 605.4 (please see the table on the following page). All hot water distribution pipe and tubing shall have a minimum pressure rating of 100 psi (690 kPa) at 180°F (82°C).

### **TABLE 605.4 WATER DISTRIBUTION PIPE 1**

MATERIAL	STANDARD
Brass pipe	ASTM B 43
Chlorinated polyvinyl chloride/aluminum/chlorinated polyvinyl chloride (CPVC/AL/CPVC)	ASTM F 2856
Copper or copper-alloy pipe	ASTM B 42; ASTM B 302
Copper or copper-alloy tubing (Type K, WK, L, WL, M or WM)	ASTM B 75; ASTM B 88; ASTM B 251; ASTM B 447
Cross-linked polyethylene (PEX) plastic tubing	ASTM F 876; ASTM F 877; CSA B137.5
Cross-linked polyethylene/aluminum/cross-linked polyethylene (PEX-AL-PEX) pipe	ASTM F 1281; ASTM F 2262; CSA B137.10
Cross-linked polyethylene/aluminum/high-density polyethylene (PEX-AL-HDPE)	ASTM F 1986
Ductile iron pipe	AWWA C151/A21.51; AWWA C115/A21.15
Galvanized steel pipe	ASTM A 53
Polyethylene/aluminum/polyethylene (PE-AL-PE) composite pipe	ASTM F 1282
Polyethylene of raised temperature (PE-RT) plastic tubing	ASTM F 2769
Polypropylene (PP) plastic pipe or tubing	ASTM F 2389; CSA B137.11
Stainless steel pipe (Type 304/304L)	ASTM A 312; ASTM A 778
Stainless steel pipe (Type 316/316L)	ASTM A 312; ASTM A 778

#### **Mobile Homes:**

A mobile home must be tied down securely at each corner. The inspector must be able to view the tie downs.

There must be two exits from the mobile home. There must be steps by both doors. If there are three or more steps, there must be at least one handrail.

Cranks for roll out windows must be present.

#### **Porches:**



The steps to the unit must be secure. Cement blocks or loose rocks are not acceptable.

If there are three or more steps, there must be at least one handrail.

If the porch is over 30" high (at any given point), there must be a guardrail around the porch where the height exceeds 30".

#### **Smoke Detectors:**

The unit must be equipped with at least one smoke detector installed on the ceiling or wall in the hall between the bedrooms.

If the bedrooms are separated by another

room, there must be a working smoke detector installed on the ceiling just outside each bedroom that is separated from the other bedrooms.

A working smoke detector must be installed on each floor/level of the unit (includes basements, but excludes attics).

Units occupied by hearing-impaired persons must be equipped with a smoke detector system specifically designed fo r the hearing-impaired and be located in each bedroom occupied by a hearing-impaired person.

According to State Law, any tenant who tampers with or disconnects a smoke alarm may be fined.

#### **Carbon Monoxide Detectors:**

Effective August 1, 2019, units must be equipped with a carbon monoxide detection device in any dwelling that contains a fuel-burning appliance (e.g., furnace, water heater, stove/oven, fireplace, ventilation, or cooling system) that burns solid, liquid, oil, or gas fuel or has an attached garage.

Units with inoperable or missing carbon monoxide detection devices will be cited with a lifethreatening deficiency.

#### **Unattached Buildings:**

The interior of unattached garages or outbuildings will be inspected unless the garage or outbuilding has been padlocked by the owner/landlord and the family denied access. The exterior of unattached garages and outbuildings will always be inspected. Unattached buildings must be free from electrical hazards.

If the house was built prior to 1978 and there is a child under the age of six living in the unit, the

unattached building must be free of deteriorated paint. If deteriorated paint is present, it must be stabilized in accordance with HUD Regulations on Lead Based Paint Hazards in housing receiving Federal Assistance.

Unattached buildings must not have any broken windows.

Unattached buildings must be free from all potentially hazardous conditions.

#### **Basements and Storm Cellars:**

Basements and storm cellars must be free from electrical hazards.

If the house was built before 1978 and there is a child under the age of 6 living in the unit the basement or storm cellar must be free from cracking, scaling, flaking, chipping and peeling paint. If deteriorated paint is present, it must be stabilized in accordance with HUD Regulations on Lead Based Paint Hazards in housing receiving Federal Assistance.

Three or more steps leading to basements or storm cellars must have at least one securely installed handrail.

Basements and storm cellars must be free from all potentially hazardous conditions.

#### Vermin:

A roach, bedbug, or rat infestation will fail a unit.

#### **Exterior:**

Rotted, broken, or missing boards on soffit, fascia, or eaves must be replaced or repaired.

Defective or missing siding must be repaired.

Broken and falling gutters must be replaced, repaired, or removed.

Debris, such as, trash, old appliances, and broken tree limbs should be removed from the yard.

Fences with rotted boards, protruding nails or loose panels present a hazard. These must be repaired, replaced, or removed.

#### **General Health and Safety:**

Elevators and boiler/chiller systems will be inspected and the annual inspection reports will be requested at appointments.

#### Responsibilities of the Family, the Owner, and OHFA

#### **Family Responsibilities**

The rules of the Housing Choice Voucher Program must be followed so that you may continue participation.

If any family obligations are violated or if fraud against any Federal housing programs is committed, your assistance is subject to termination.

It is your responsibility to familiarize yourself with these guidelines and to fulfill all program requirements.

- Provide OHFA with complete and accurate information.
- Comply with the Family Obligations of yourVoucher.
- Cooperate by attending all appointments scheduled by OHFA.
- Locate a unit that is suitable for your family, meets HQS requirements, and is rent reasonable (as determined by OHFA when compared to similar unassisted units).
- Keep the unit safe and sanitary.
- Comply with the terms of your lease with the owner/landlord.
- Cooperate with the Owner by informing him/her of any necessary repairs.
- Notify OHFA of any known program violations.

#### **Family Obligations**

When the family's unit is approved and the HAP Contract is executed, the family must follow the rules listed below in order to

continue participating in the Section 8 Rental Assistance Program.

Violation of Family Obligations is the greatest cause of program participants losing their Section 8 Rental Assistance.

#### The family must:

- Supply any information that OHFA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Supply any information requested by OHFA to verify that the family is living in the unit or information related to family absence from the unit.
- Allow OHFA to inspect the unit at reasonable times and after reasonable notice.
- Notify OHFA and the Owner in writing before moving out of the unit or terminating the lease. Use the assisted unit for residence by the family.
- The unit must be the family's only residence.
- Notify OHFA in writing by the next annual recertification of additions to the household resulting from birth, adoption, or court awarded custody of a child.

- Obtain approval from OHFA before allowing any new household member to occupy the unit.
- Notify OHFA in writing within 30 days if any household member moves from the unit.
- Give OHFA a copy of any owner eviction notice.
- Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Any information the family supplies must be true and complete.
- Tenants must meet with field agents at scheduled appointments.

#### The family must not:

- Rent from an owner (or person having an interest in the unit) who is related as a child, parent, grandchild, grandparent, or sibling.
- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug, or violent criminal activity.
- Sublease or let the unit or assign the lease or transfer the unit.
- Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

#### **Owner Responsibilities**

- Comply with fair housing laws
- Do not discriminate against any family
- Comply with the terms of the Housing Assistance Payments (HAP) Contract
- Ensure the unit continues to meet HQSrequirements
- Checks on the unit monthly or quarterly to perform any required maintenance
- Cooperate with the tenant by responding promptly to requests for needed repairs
- Notify OHFA of any known program violations
- Enforce the lease and collect the rent due by the family
- Screen families for suitability as renters
- Comply with HUD Regulations by not renting to a relative where the owner or person having an interest in the property is related as a child, parent, grandchild, grandparent, or sibling.

#### **OHFA Responsibilities**

- Verify and review family composition and income to determine qualification.
- Explain the rules of the program to the family and owner.
- Issue a Voucher to the family.
- Provide prospective owner with the family's current address as shown in OHFA's records and, if known to OHFA, the name and address of the landlord at the family's current and prior address.
- Perform HQS inspections to ensure unit meets minimum standards (initially and as required by HUD)

- Sign contract with Owner when unit meets HQS requirements and rent reasonableness
- Make housing assistance payments to the Owner in a timely manner
- Ensure Owner and family continue to comply with program rules
- Provide family and owner with prompt, courteous, accurate, and professional service.

#### **Termination of Assistance**

# Termination of Lease and Contract by the Family

The family may terminate tenancy after the first year of the lease. The family must give the owner and OHFA notice of termination in accordance with the lease prior to moving from the unit.

#### **Termination by the Owner**

During the term of the lease, the owner may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease
- Violations of Federal, State, or Local Law, which directly relate to the use or occupancy of the unit or premises
- Other good cause. Other good cause may include the following:
- Failure by the family to accept the offer of a new lease or revision
- Family history of disturbance of neighbors, destruction of property, or living or housekeeping habits resulting in damage to the unit or premises.
- The owner's desire to use the unit for personal or family use, or a purpose other than residential
- Business or economic reasons, such as sale of property, renovation of unit, or desire to lease the unit at a higher rental
- The owner may not terminate for "good cause" during the first year of the lease, unless the family has violated the contract. At the end of the initial term or at the end of any successive definite term, the owner may terminate the lease without cause.

 The owner must give the family written notice of grounds for termination of tenancy at or before the commencement of the action.

### **Termination by OHFA**

If OHFA terminates the Section 8 Rental Assistance for the family, the HAP Contract terminates automatically.

A family's housing assistance may be denied or terminated if:

- A member of the family commits fraud, bribery or any other corrupt act in connection with any federal housing program.
- Any member of the family commits drug-related criminal activity or violent criminal activity.
- The family violates a Family Obligation of the Voucher Program.
- The family has engaged in or threatened abusive or violent behavior toward OHFA personnel.
- The family currently owes rent or other amounts to OHFA or to another housing authority in connection with Section 8 or Public Housing assistance under the 1937 Housing Act.
- The family breaches an agreement with OHFA or another housing agency.
- Any member of the family has ever been evicted from Public Housing.
- OHFA has ever terminated assistance under the Voucher Program for any member of the family.
- A family participating in the Family Self Sufficiency (FSS) Program fails to comply, without good cause, with the family's Contract of Participation.

#### **Informal Review / Hearing**

OHFA will provide applicants with the opportunity to request an informal review of a decision denying assistance.

An informal review is not required to be provided for any of the following reasons:

- Discretionary administrative determinations by OHFA.
- General policy issues or class grievances.
- A determination of the family unit size under OHFA's subsidy standards.
- OHFA determination not to approve an extension of the voucher term.
- OHFA determination not to grant approval of the tenancy.
- OHFA determination that a unit selected by the applicant is not in compliance with HQS.
- OHFA determination that the unit is not in accordance with HQS because of the family size or composition.

OHFA will provide participants with the opportunity to request an informal hearing. An informal hearing may be requested for any of the following reasons:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance (if any) for tenantpaid utilities from OHFA's utility allowance schedule.
- A determination of the family unit size under OHFA's voucher subsidy standards.
- A determination to terminate

- assistance for a participant family because of the family's action or failure to act (see §982.552).
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under OHFA policy and HUD rules.

An informal hearing is not required to be provided for any of the following reasons:

- Discretionary administrative determinations by OHFA.
- General policy issues or class grievances.
- Establishment of the PHA schedule of utility allowances for families in the program.
- OHFA determination not to approve an extension of the voucher term.
- OHFA determination not to approve a unit or tenancy.
- OHFA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)
- OHFA determination that the unit is not in accordance with HQS because of the family size.
- A determination by OHFA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Both the informal reviews and informal hearings may be conducted either in person or by phone.

#### **Scheduling Reviews / Hearings**

When OHFA receives a request for an informal hearing, a hearing shall be scheduled in a

reasonably expeditious manner. The notification of the hearing will contain:

- The date and time of thehearing
- Determination to terminate a Family Self-Sufficiency Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal, or other representation at the family's expense.
- The right to view any documents or evidence in the possession of OHFA upon which OHFA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing
- A notice to the family that OHFA may request a copy of any documents or evidence the family will use at the hearing

#### **Hearing Procedures**

After a hearing date is set, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact OHFA within 24 hours, excluding weekends and holidays. OHFA will reschedule the hearing only if the family can show good cause for the failure to appear.

#### Families have the right to:

- Present written or oral objections to OHFA's determination
- Examine the documents in the file, which are the basis for OHFA's action, and all documents submitted to the Hearing Officer
- Copy any relevant documents at their own expense
- Present any information or witnesses pertinent to the issue of the hearing
- Request that OHFA staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at his or her own expense.
- If the family requests copies of documents relevant to the hearing, OHFA will make the copies for the families and assess a charge of 25 cents per copy. In no case will the family be allowed to remove the file from OHFA's office.

#### OHFA has the right to:

- Present evidence and any information pertinent to the issue of the hearing
- Be notified if the family intends to be represented by legal counsel, advocate, or another party
- Examine and copy any documents to be used by the family prior to the hearing
- Have its attorneypresent
- Have staff and other witnesses present

The Informal Hearing shall be conducted by the Hearing Officer appointed by OHFA who is neither the person who made or approved the

decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing, if requested.

Documents include records and regulations. The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene, at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of OHFA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction, or decision of OHFA is legal in accordance with HUD regulations and OHFA's Administrative Plan based upon the evidence and testimony provided at the hearing.

Factual determinations relating to the individual circumstances of the family will be

based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to OHFA and the family within 14 calendar days and shall include a clear summary of the decision and reasons for the decision. If the decision involves money owed, the amount owed, and the date the decision goes into effect.

OHFA is not bound by hearing decisions:

- Which concern matters in which OHFA is not required to provide an opportunity for ahearing
- Which conflict with or contradict HUD regulations or requirements
- Which conflict with or contradict Federal, State or local law
- Which exceed the authority of the person conducting the hearing

OHFA shall send a letter to the participant, if it determines that OHFA is not bound by the Hearing Officer's determination within 14 calendar days from the date of the original determination. The letter shall include OHFA's reasons for its decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained on file.

### **Portability / Transferring Your Assistance**

Proof of residency for at least one year in Oklahoma is required when requesting to transfer your voucher from Oklahoma to another state.

You must be a resident of Oklahoma when applying for assistance to transfer your assistance to another state. OHFA may deny a family's request for portability, if portability could create a financial hardship for OHFA.

Please see the following two pages for additional portability guidance concerning moving to other locations.

### 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).

### **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 from 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.

#### **Employment and Community Services**

The Oklahoma Employment Security Commission (OESC) offers various resources, such as, employment and career resources, education, training, referrals to community services, and unemployment benefits.

For more information about OESC, please visit the website: <a href="www.tinyurl.com/workforcecenters">www.tinyurl.com/workforcecenters</a> or call 1-888-980-WORK (9675) to locate a Workforce Oklahoma Center near you.

The Oklahoma Department of Human Services (DHS) provides a wide range of assistance programs including: food benefits (SNAP); temporary cash assistance (TANF); services for persons with developmental disabilities and persons who are aging; adult protective services; child welfare programs; child support services; and child care assistance. DHS also handles applications and eligibility for Sooner Care, the state's Medicaid program offering health care to families with low incomes.

For more information about DHS, please visit the website: www.okdhs.org or call 1-405-521-3646.

#### **Oklahoma Landlord and Tenant Acts**

The Oklahoma Non-Residential/Residential Landlord and Tenant Acts provide general guidance about landlord and tenant rights and are for informational purposes only.

For more information about the landlord and tenant acts, please visit Oklahoma Housing Finance Agency's website: <a href="www.ohfa.org">www.ohfa.org</a> or the Oklahoma Real Estate Commission's website: <a href="http://tinyurl.com/landlordtenantokla">http://tinyurl.com/landlordtenantokla</a>.

### 2020-2021 Payment Standards Effective December 1, 2020

County	#	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 bedroom	5 bedroom	6 bedroom
Adair	61	499	524	656	886	889	1022	1155
Alfalfa	1	512	514	678	855	995	1144	1293
Atoka	39	495	497	656	906	1015	1167	1319
Beaver	2	505	513	656	815	927	1066	1204
Beckham	3	565	610	811	1017	1194	1373	1552
Blaine	4	495	497	656	885	1134	1174	1475
Bryan	40	511	514	673	915	959	1103	1247
Caddo	16	467	497	656	815	1019	1172	1325
Canadian	28	635	665	827	1115	1356	1559	1763
Carter	17	578	585	703	874	1021	1174	1327
Cherokee	62	525	528	656	875	1045	1202	1359
Choctaw	41	457	497	656	876	964	1109	1254
Cimarron	5	505	513	656	892	984	1132	1279
Cleveland	29	635	665	827	1115	1356	1559	1763
Coal	42	495	497	656	913	1027	1181	1335
Comanche	18	519	531	718	994	1174	1350	1526
Cotton	19	494	550	656	886	1008	1160	1311
Craig	63	505	531	673	879	930	1070	1209
Creek	76	547	628	809	1080	1243	1430	1616
Custer	6	510	542	662	944	1108	1274	1440
Delaware	64	459	497	656	853	1029	1184	1338
Dewey	7	522	526	693	863	1004	1155	1305
Ellis	8	532	546	692	877	1008	1159	1310
Garfield	70	497	572	754	1014	1193	1372	1551
Garvin	30	531	537	656	911	1088	1251	1414
Grady	31	500	504	656	909	969	1114	1259
Grant	9	515	547	684	880	996	1145	1295
Greer	20	512	549	730	916	1074	1235	1396
Harmon	21	505	513	656	815	1107	1274	1440
Harper	10	505	513	656	938	955	1099	1242
Haskell	52	495	497	656	933	1042	1198	1354
Hughes	53	505	507	656	899	1134	1305	1475
Jackson	22	464	531	658	927	1080	1241	1403
Jefferson	23	457	497	656	895	946	1088	1230
Johnston	43	505	522	656	824	889	1022	1155
Kay	71	495	497	656	900	1011	1163	1314
Kingfisher	32	520	567	675	965	1039	1195	1351
Kiowa	24	495	497	656	815	988	1136	1284
Latimer	44	511	544	656	873	963	1107	1251
Le Flore	45	520	522	656	863	965	1110	1255
Lincoln	33	532	536	656	918	922	1060	1199
Logan	34	635	665	827	1115	1356	1559	1763
Love	46	529	591	666	878	939	1080	1221
Major	11	505	522	656	847	1021	1075	1328
Marshall	47	432	497	657	824	1042	1198	1354
Mayes	65	515	519	684	904	981	1142	1291

McClain	35	635	665	827	1115	1356	1559	1763
McCurtain	48	455	501	656	875	1033	1188	1342
+								
McIntosh	54	512	576	656	938	1134	1305	1475
Murray	49	526	549	656	881	1027	1274	1440
Muskogee	55	457	518	680	951	992	1141	1290
Noble	72	505	576	656	938	1134	1305	1475
Nowata	66	503	541	720	903	1227	1411	1595
Okfuskee	56	505	560	656	830	963	1107	1251
Oklahoma	36	635	665	827	1115	1356	1559	1763
Okmulgee	57	480	531	656	857	1119	1287	1455
Osage	73	547	628	809	1080	1243	1430	1616
Ottawa	67	463	512	674	877	990	1138	1286
Pawnee	74	432	511	656	865	1114	1281	1448
Payne	37	602	620	743	1041	1240	1426	1612
Pittsburg	58	522	528	702	896	1150	1322	1495
Pontotoc	50	510	533	671	907	1017	1169	1321
Pottawatomie	38	524	527	677	886	963	1108	1252
Pushmataha	51	469	511	656	913	969	1114	1259
Roger Mills	12	505	550	656	913	956	1099	1242
Rogers	68	547	628	809	1080	1243	1430	1616
Seminole	59	437	497	656	839	1016	1168	1320
Sequoyah	60	496	497	656	910	1060	1219	1378
Stephens	25	505	520	659	886	993	1142	1291
Texas	13	597	612	697	867	1123	1291	1459
Tillman	26	505	576	656	900	967	1112	1257
Tulsa	77	547	628	809	1080	1243	1430	1616
Wagoner	69	547	628	809	1080	1243	1430	1616
Washington	75	551	576	671	916	1089	1253	1416
Washita	27	505	576	656	874	1035	1190	1345
Woods	14	510	581	662	826	964	1042	1254
Woodward	15	545	612	707	993	1160	1334	1507

			S E	CTION	8 I N C	OMELI	M I TS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Enid, OK MSA									
FY 2020 MFI: 65200	EXTR LOW INCOME	13700	17240	21720	26200	30680	35160	39640	43050
Garfield County	VERY LOW INCOME	22850	26100	29350	32600	35250	37850	40450	43050
	LOW-INCOME	36550	41750	46950	52150	56350	60500	64700	68850
Fort Smith, AR-OK MSA									
Fort Smith, AR-OK HMFA									
FY 2020 MFI: 54200	EXTR LOW INCOME	12760	17240	21720	26200	29300	31450	33650	35800
Sequoyah County, OK	VERY LOW INCOME	19000	21700	24400	27100	29300	31450	33650	35800
	LOW-INCOME	30350	34700	39050	43350	46850	50300	53800	57250
Le Flore County, OK HMFA									
FY 2020 MFI: 51100	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
Lawton, OK MSA	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Cotton County, OK HMFA									
FY 2020 MFI: 60200	EXTR LOW INCOME	12760	17240	21720	26200	30680	34950	37350	39750
F1 2020 MF1: 60200	VERY LOW INCOME	21100	24100	27100	30100	32550	34950	37350	39750
	LOW-INCOME	33750	38550	43350	48150	52050	55900	59750	63600
Lawton, OK HMFA	HOW-INCOME	33730	30330	43330	40130	32030	33900	39730	03000
FY 2020 MFI: 67100	EXTR LOW INCOME	14150	17240	21720	26200	30680	35160	39640	44120
Commanche County	VERY LOW INCOME	23500	26850	30200	33550	36250	38950	41650	44300
001111111111111111111111111111111111111	LOW-INCOME	37600	43000	48350	53700	58000	62300	66600	70900
Oklahoma City, OK MSA									
Grady County, OK HMFA									
FY 2020 MFI: 69800	EXTR LOW INCOME	14700	17240	21720	26200	30680	35160	39640	44120
	VERY LOW INCOME	24450	27950	31450	34900	37700	40500	43300	46100
	LOW-INCOME	39100	44700	50300	55850	60350	64800	69300	73750
Lincoln County, OK HMFA									
FY 2020 MFI: 61600	EXTR LOW INCOME	12950	17240	21720	26200	30680	35160	38200	40700
	VERY LOW INCOME	21600	24650	27750	30800	33300	35750	38200	40700
	LOW-INCOME	34550	39450	44400	49300	53250	57200	61150	65100
Oklahoma City, OK HMFA									
FY 2020 MFI: 74400	EXTR LOW INCOME	15650	17850	21720	26200	30680	35160	39640	44120
Canadian, Cleveland, Logan		26050	29800	33500	37200	40200	43200	46150	49150
McClain, Oklahoma Counties	LOW-INCOME	41650	47600	53550	59500	64300	69050	73800	<b>7</b> 8550
Tulsa, OK MSA									
Okmulgee County, OK HMFA									
FY 2020 MFI: 53300	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Pawnee County, OK HMFA		_							
FY 2020 MFI: 57600	EXTR LOW INCOME	12760	17240	21720	26200	30680	33450	35750	38050
	VERY LOW INCOME	20200	23050	25950	28800	31150	33450	35750	38050
	LOW-INCOME	32300	36900	41500	46100	49800	53500	57200	60900

STATE:OKLAHOMASECTION 8 INCOMELIMITS
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	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Tulsa, OK HMFA									
FY 2020 MFI: 68600	EXTR LOW INCOME	14450	17240	21720	26200	30680	35160	39640	44120
Creek, Osage, Rogers	VERY LOW INCOME	24050	27450	30900	34300	37050	39800	42550	45300
Tulsa and Wagoner Counties Adair County, OK	LOW-INCOME	38450	43950	49450	54900	59300	63700	68100	72500
FY 2020 MFI: 43800	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Alfalfa County, OK									
FY 2020 MFI: 71600	EXTR LOW INCOME	15050	17240	21720	26200	30680	35160	39640	44120
	VERY LOW INCOME	25050	28600	32200	35750	38650	41500	44350	47200
	LOW-INCOME	40050	45800	51500	57200	61800	66400	70950	75550
Atoka County, OK									
FY 2020 MFI: 48600	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Beaver County, OK									
FY 2020 MFI: 64100	EXTR LOW INCOME	13500	17240	21720	26200	30680	35160	39640	42350
	VERY LOW INCOME	22450	25650	28850	32050	34650	37200	39750	42350
	LOW-INCOME	35950	41050	46200	51300	55450	59550	63650	67750
Beckham County, OK									
FY 2020 MFI: 66200	EXTR LOW INCOME	13900	17240	21720	26200	30680	35160	39640	43700
	VERY LOW INCOME	23200	26500	29800	33100	35750	38400	41050	43700
	LOW-INCOME	37100	42400	47700	52950	57200	61450	65700	69900
Blaine County, OK									
FY 2020 MFI: 62400	EXTR LOW INCOME	13100	17240	21720	26200	30680	35160	38700	41200
	VERY LOW INCOME	21850	25000	28100	31200	33700	36200	38700	41200
	LOW-INCOME	34950	39950	44950	49900	53900	57900	61900	65900
Bryan County, OK									
FY 2020 MFI: 55900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Caddo County, OK									
FY 2020 MFI: 55900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
Garakara Garankara OT	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Carter County, OK		12000	15040	01.00	0.000	20.600	25160	20000	41.400
FY 2020 MFI: 62700	EXTR LOW INCOME	13200 21950	17240 25100	21720 28250	26200 31350	30680 33900	35160 36400	38900 38900	41400 41400
	VERY LOW INCOME LOW-INCOME	21950 35150	40150	45150	50150	54200	58200	62200	66200
Cherokee County, OK	LOW-INCOME	33130	40130	43130	30130	34200	36200	02200	00200
FY 2020 MFI: 54900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
F1 2020 MF1: 54500	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Choctaw County, OK	20.1 INCOME	32030	30000	11200	13,30	17130	33100	50,50	00100
FY 2020 MFI: 45300	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400

STATE: OKLAHOMA	SECTION 8	INCOMELIMITS

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Cimarron County, OK									
FY 2020 MFI: 59900	EXTR LOW INCOME	12760	17240	21720	26200	30680	34750	37150	39550
	VERY LOW INCOME	21000	24000	27000	29950	32350	34750	37150	39550
	LOW-INCOME	33550	38350	43150	47900	51750	55600	59400	63250
Coal County, OK									
FY 2020 MFI: 61100	EXTR LOW INCOME	12850	17240	21720	26200	30680	35160	37900	40350
	VERY LOW INCOME	21400	24450	27500	30550	33000	35450	37900	40350
	LOW-INCOME	34250	39150	44050	48900	52850	56750	60650	64550
Craig County, OK									
FY 2020 MFI: 50900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Custer County, OK									
FY 2020 MFI: 60000	EXTR LOW INCOME	12760	17240	21720	26200	30680	34800	37200	39600
	VERY LOW INCOME	21000	24000	27000	30000	32400	34800	37200	39600
	LOW-INCOME	33600	38400	43200	48000	51850	55700	59550	63400
Delaware County, OK									
FY 2020 MFI: 50000	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Dewey County, OK	LOW INCOME	32030	30000	11200	43730	13130	33100	30730	00100
FY 2020 MFI: 65100	EXTR LOW INCOME	13700	17240	21720	26200	30680	35160	39640	43000
F1 2020 MF1: 05100	VERY LOW INCOME	22800	26050	29300	32550	35200	37800	40400	43000
	LOW-INCOME	36500	41700	46900	52100	56300	60450	64650	68800
Ellis County, OK	LOW-INCOME	36300	41700	40900	52100	36300	60450	04030	00000
FY 2020 MFI: 66700	EXTR LOW INCOME	14500	17240	21720	26200	30680	35160	39640	44120
F1 2020 MF1: 66700		24150	27600	31050	34500		40050	42800	
	VERY LOW INCOME	24150 38650	44200	49700		37300 59650			45550 72900
Garagian Garagian Off	LOW-INCOME	38650	44200	49/00	55200	59650	64050	68450	72900
Garvin County, OK		10000		04 700	0.000	20.00	22000	25500	2000
FY 2020 MFI: 57000	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Grant County, OK									
FY 2020 MFI: 68600	EXTR LOW INCOME	14450	17240	21720	26200	30680	35160	39640	44120
	VERY LOW INCOME	24050	27450	30900	34300	37050	39800	42550	45300
	LOW-INCOME	38450	43950	49450	54900	59300	63700	68100	72500
Greer County, OK									
FY 2020 MFI: 55300	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Harmon County, OK									
FY 2020 MFI: 54900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Harper County, OK									
FY 2020 MFI: 66000	EXTR LOW INCOME	13900	17240	21720	26200	30680	35160	39640	43600
	VERY LOW INCOME	23100	26400	29700	33000	35650	38300	40950	43600
	LOW-INCOME	37000	42250	47550	52800	57050	61250	65500	69700

STATE: OKLAHOMA			S E	CTION	8 I N C	OMELI	M I TS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Haskell County, OK									
FY 2020 MFI: 53600	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Hughes County, OK									
FY 2020 MFT: 53300	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800

VERY LOW INCOME LOW-INCOME Jackson County, OK FY 2020 MFI: 57700 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Jefferson County, OK FY 2020 MFI: 47000 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Johnston County, OK FY 2020 MFI: 52200 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Kay County, OK FY 2020 MFI: 58600 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Kingfisher County, OK FY 2020 MFI: 75500 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Kiowa County, OK FY 2020 MFI: 53100 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Latimer County, OK FY 2020 MFI: 53600 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Love County, OK FY 2020 MFI: 60200 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Major County, OK FY 2020 MFI: 68000 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME Marshall County, OK FY 2020 MFI: 56800 EXTR LOW INCOME VERY LOW INCOME LOW-INCOME 

STATE:OKLAHOMA	 

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Mayes County, OK									
FY 2020 MFI: 59200	EXTR LOW INCOME	12760	17240	21720	26200	30680	34350	36750	39100
	VERY LOW INCOME	20750	23700	26650	29600	32000	34350	36750	39100
	LOW-INCOME	33150	37900	42650	47350	51150	54950	58750	62550
McCurtain County, OK									
FY 2020 MFI: 45900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
McIntosh County, OK									
FY 2020 MFI: 52200	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Murray County, OK		0_000			20700		55200	50,50	00100
FY 2020 MFI: 65300	EXTR LOW INCOME	13750	17240	21720	26200	30680	35160	39640	43100
11 2020 1111. 03300	VERY LOW INCOME	22900	26150	29400	32650	35300	37900	40500	43100
	LOW-INCOME	36600	41800	47050	52250	56450	60650	64800	69000
Muskogee County, OK	HOW-INCOME	30000	41000	47030	32230	30430	00050	04000	03000
FY 2020 MFI: 49400	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
11 2020 M11. 19100	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Noble County, OK	LOW-INCOME	32030	30000	41200	43730	49450	33100	30730	00400
FY 2020 MFI: 68000	EXTR LOW INCOME	14300	17240	21720	26200	30680	35160	39640	44120
F1 2020 MF1: 08000	VERY LOW INCOME	23800	27200	30600	34000	36750	39450	42200	44900
	LOW-INCOME	38100	43550	49000	54400	58800	63150	42200 67500	71850
Novata County OF	LOW-INCOME	30100	43550	49000	34400	36600	63130	67500	71050
Nowata County, OK FY 2020 MFI: 53200	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
FI 2020 MFI: 53200									
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
Oleforales Georges OF	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Okfuskee County, OK		10000	4 8 0 4 0	01 500	0.5000	22522	2222	25500	25222
FY 2020 MFI: 50200	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Ottawa County, OK									
FY 2020 MFI: 49900	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Payne County, OK									
FY 2020 MFI: 62200	EXTR LOW INCOME	13100	17240	21720	26200	30680	35160	38600	41100
	VERY LOW INCOME	21800	24900	28000	31100	33600	36100	38600	41100
	LOW-INCOME	34850	39800	44800	49750	53750	57750	61700	65700
Pittsburg County, OK									
FY 2020 MFI: 60700	EXTR LOW INCOME	12760	17240	21720	26200	30680	35160	37650	40100
	VERY LOW INCOME	21250	24300	27350	30350	32800	35250	37650	40100
	LOW-INCOME	34000	38850	43700	48550	52450	56350	60250	64100
Pontotoc County, OK									
FY 2020 MFI: 62900	EXTR LOW INCOME	13200	17240	21720	26200	30680	35160	39000	41550
	VERY LOW INCOME	22050	25200	28350	31450	34000	36500	39000	41550
	LOW-INCOME	35250	40250	45300	50300	54350	58350	62400	66400

STATE: OKLAHOMA	SECTION 8 INCOMELIMITS
STATE OKLAHOMA	

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Pottawatomie County, OK									
FY 2020 MFI: 65300	EXTR LOW INCOME	12950	17240	21720	26200	30680	35160	38150	40600
	VERY LOW INCOME	21550	24600	27700	30750	33250	35700	38150	40600
	LOW-INCOME	34450	39400	44300	49200	53150	57100	61050	64950
Pushmataha County, OK									
FY 2020 MFI: 48800	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Roger Mills County, OK									
FY 2020 MFI: 66100	EXTR LOW INCOME	13900	17240	21720	26200	30680	35160	39640	43650
	VERY LOW INCOME	23150	26450	29750	33050	35700	38350	41000	43650
	LOW-INCOME	37050	42350	47650	52900	57150	61400	65600	69850
Seminole County, OK									
FY 2020 MFI: 50400	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Stephens County, OK									
FY 2020 MFI: 61800	EXTR LOW INCOME	13000	17240	21720	26200	30680	35160	38350	40800
	VERY LOW INCOME	21650	24750	27850	30900	33400	35850	38350	40800
	LOW-INCOME	34650	39600	44550	49450	53450	57400	61350	65300
Texas County, OK									
FY 2020 MFI: 64100	EXTR LOW INCOME	13500	17240	21720	26200	30680	35160	39640	42350
	VERY LOW INCOME	22450	25650	28850	32050	34650	37200	39750	42350
	LOW-INCOME	35950	41050	46200	51300	55450	59550	63650	67750
Tillman County, OK									
FY 2020 MFI: 52700	EXTR LOW INCOME	12760	17240	21720	26200	30680	33200	35500	37800
	VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
	LOW-INCOME	32050	36600	41200	45750	49450	53100	56750	60400
Washington County, OK									
FY 2020 MFI: 65800	EXTR LOW INCOME	13850	17240	21720	26200	30680	35160	39640	43450
	VERY LOW INCOME	23050	26350	29650	32900	35550	38200	40800	43450
	LOW-INCOME	36900	42150	47400	52650	56900	61100	65300	69500
Washita County, OK									
FY 2020 MFI: 63800	EXTR LOW INCOME	13450	17240	21720	26200	30680	35160	39600	42150
	VERY LOW INCOME	22350	25550	28750	31900	34500	37050	39600	42150
	LOW-INCOME	35750	40850	45950	51050	55150	59250	63350	67400
Woods County, OK									
FY 2020 MFI: 84300	EXTR LOW INCOME	17750	20250	22800	26200	30680	35160	39640	44120
	VERY LOW INCOME	29550	33750	37950	42150	45550	48900	52300	55650
	LOW-INCOME	47250	54000	60750	67450	72850	78250	83650	89050
Woodward County, OK									
FY 2020 MFI: 74900	EXTR LOW INCOME	15750	18000	21720	26200	30680	35160	39640	44120
	VERY LOW INCOME	26250	30000	33750	37450	40450	43450	46450	49450
	LOW-INCOME	41950	47950	53950	59900	64700	69500	74300	79100

Date: October 1, 2020 2700 Degree Days

#### UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR S	ERVICE	MONTHLY DOLLAR ALLOWANCES						
0112211 0110		0 BR	1 BR	2 BR	3 BR	4 BR	5BR	
HEATING:	a. Natural Gas	26.00	31.00	37.00	40.00	46.00	52.00	
	b. Bottle Gas	33.00	43.00	57.00	67.00	81.00	95.00	
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
	d. Electric	10.00	13.00	18.00	22.00	26.00	31.00	
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00	
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00	
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00	
ELECTRIC LIC REFRIGERATI	· · · · · · · · · · · · · · · · · · ·	27.00	29.00	32.00	34.00	35.00	36.00	
AIR CONDITIO	ONING	6.00	8.00	9.00	10.00	12.00	13.00	
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00	
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00	
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00	
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
WATER		31.00	33.00	35.00	37.00	41.00	45.00	
SEWER		13.00	15.00	18.00	22.00	28.00	34.00	
TRASH		23.00	23.00	23.00	23.00	23.00	23.00	
RANGE		2.00	2.00	2.00	2.00	2.00	2.00	
REFRIGERATO	OR	3.00	3.00	4.00	4.00	3.00	3.00	
OTHER								

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Bryan, Carter, Cherokee, Choctaw,	HEATING	\$
Jefferson, Love, Marshall,	COOKING	\$
McCurtain, Murray, Muskogee	OTHER ELECTRIC	\$
	AIR CONDITIONING	\$
	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 2700 Degree Days

IINIT	TVPF.	MORII	E HOME
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UTILITY OR S	ERVICE		MONTHLY DOLLAR ALLOWANCES						
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR		
HEATING:	a. Natural Gas	36.00	41.00	49.00	54.00	62.00	70.00		
	b. Bottle Gas	45.00	59.00	77.00	91.00	109.00	129.00		
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-		
	d. Electric	14.00	17.00	24.00	30.00	36.00	41.00		
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00		
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00		
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00		
ELECTRIC LIC REFRIGERAT	,	27.00	29.00	32.00	34.00	35.00	36.00		
AIR CONDITION	ONING	8.00	10.00	12.00	14.00	16.00	17.00		
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00		
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00		
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00		
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-		
WATER		31.00	33.00	35.00	37.00	41.00	45.00		
SEWER		13.00	15.00	18.00	22.00	28.00	34.00		
TRASH		23.00	23.00	23.00	23.00	23.00	23.00		
RANGE		2.00	2.00	2.00	2.00	2.00	2.00		
REFRIGERAT	OR	3.00	3.00	4.00	4.00	3.00	3.00		
OTHER									

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Bryan, Carter, Cherokee, Choctaw,	HEATING	\$
Jefferson, Love, Marshall,	COOKING	\$
McCurtain, Murray, Muskogee	OTHER ELECTRIC	\$
	AIR CONDITIONING	\$
	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 2700 Degree Days

#### UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

UTILITY OR SERVICE			MONTHLY DOLLAR ALLOWANCES						
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR		
<b>HEATING:</b>	a. Natural Gas	31.00	36.00	43.00	47.00	54.00	61.00		
	b. Bottle Gas	39.00	51.00	67.00	79.00	95.00	112.00		
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-		
	d. Electric	12.00	15.00	21.00	26.00	31.00	36.00		
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00		
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00		
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00		
ELECTRIC LIC REFRIGERAT	,	27.00	29.00	32.00	34.00	35.00	36.00		
AIR CONDITIO	ONING	7.00	9.00	10.00	12.00	14.00	15.00		
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00		
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00		
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00		
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-		
WATER		31.00	33.00	35.00	37.00	41.00	45.00		
SEWER		13.00	15.00	18.00	22.00	28.00	34.00		
TRASH		23.00	23.00	23.00	23.00	23.00	23.00		
RANGE		2.00	2.00	2.00	2.00	2.00	2.00		
REFRIGERAT	OR	3.00	3.00	4.00	4.00	3.00	3.00		
OTHER									

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Bryan, Carter, Cherokee, Choctaw,	HEATING	\$
Jefferson, Love, Marshall,	COOKING	\$
McCurtain, Murray, Muskogee	OTHER ELECTRIC	\$
	AIR CONDITIONING	\$
	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 3200 Degree Days

UNIT TYPE: MULTIFAMILY	(LOW RISE APARTMENTS	S, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES						
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR	
HEATING:	a. Natural Gas	29.00	34.00	41.00	45.00	52.00	59.00	
	b. Bottle Gas	40.00	51.00	68.00	79.00	96.00	113.00	
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
	d. Electric	12.00	15.00	20.00	26.00	31.00	37.00	
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00	
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00	
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00	
ELECTRIC LIGHTING, REFRIGERATION, ETC.		27.00	29.00	32.00	34.00	35.00	36.00	
AIR CONDITIO	NING	8.00	9.00	10.00	12.00	14.00	15.00	
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00	
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00	
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00	
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
WATER		31.00	33.00	35.00	37.00	41.00	45.00	
SEWER		13.00	15.00	18.00	22.00	28.00	34.00	
TRASH		23.00	23.00	23.00	23.00	23.00	23.00	
RANGE		2.00	2.00	2.00	2.00	2.00	2.00	
REFRIGERATOR		3.00	3.00	4.00	4.00	3.00	3.00	
OTHER								

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Atoka, Coal, Comanche, Cotton,	HEATING	\$
Garvin, Grady, Greer, Harmon,	COOKING	\$
Haskell, Hughes, Jackson, Johnston,	OTHER ELECTRIC	\$
Latimer, LeFlore, Okfuskee,	AIR CONDITIONING	\$
Okmulgee, Pittsburg, Pontotoc,	WATER HEATING	\$
Pottawatomie, Pushmataha,	WATER	\$
Seminole, Sequoyah, Stephens	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 3200 Degree Days

UNIT TYPE: MOBILE HOME								
UTILITY OR S	ERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	0 BR					
HEATING:	a. Natural Gas	39.00	46.00	55.00	61.00	70.00	79.00	
	b. Bottle Gas	54.00	69.00	92.00	107.00	130.00	153.00	
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
	d. Electric	16.00	21.00	28.00	35.00	43.00	49.00	
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00	
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00	
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00	
ELECTRIC LIGHTING, REFRIGERATION, ETC.		27.00	29.00	32.00	34.00	35.00	36.00	
AIR CONDITIO	ONING	10.00	12.00	14.00	16.00	18.00	21.00	
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00	
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00	
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00	
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
WATER		31.00	33.00	35.00	37.00	41.00	45.00	
SEWER		13.00	15.00	18.00	22.00	28.00	34.00	
TRASH		23.00	23.00	23.00	23.00	23.00	23.00	
RANGE		2.00	2.00	2.00	2.00	2.00	2.00	
REFRIGERATO	OR	3.00	3.00	4.00	4.00	3.00	3.00	
OTHER								

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Atoka, Coal, Comanche, Cotton,	HEATING	\$
Garvin, Grady, Greer, Harmon,	COOKING	\$
Haskell, Hughes, Jackson, Johnston,	OTHER ELECTRIC	\$
Latimer, LeFlore, Okfuskee,	AIR CONDITIONING	\$
Okmulgee, Pittsburg, Pontotoc,	WATER HEATING	\$
Pottawatomie, Pushmataha,	WATER	\$
Seminole, Sequoyah, Stephens	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 3200 Degree Days

#### UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

		-					
UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	34.00	40.00	48.00	53.00	61.00	69.00
	b. Bottle Gas	47.00	60.00	80.00	93.00	113.00	133.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	14.00	18.00	24.00	30.00	37.00	43.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	9.00	10.00	12.00	14.00	16.00	18.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATOR		3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

#### ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	E COUNTIES: Utility or Service	
Atoka, Coal, Comanche, Cotton,	HEATING	\$
Garvin, Grady, Greer, Harmon,	COOKING	\$
Haskell, Hughes, Jackson, Johnston,	OTHER ELECTRIC	\$
Latimer, LeFlore, Okfuskee,	AIR CONDITIONING	\$
Okmulgee, Pittsburg, Pontotoc,	WATER HEATING	\$
Pottawatomie, Pushmataha,	WATER	\$
Seminole, Sequoyah, Stephens	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 3600 Degree Days

#### UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	31.00	37.00	44.00	49.00	57.00	65.00
	b. Bottle Gas	44.00	57.00	77.00	89.00	108.00	128.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	14.00	18.00	23.00	29.00	35.00	41.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	9.00	9.00	12.00	14.00	15.00	18.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERAT	OR	3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

#### ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Adair, Beckham, Blaine, Caddo,	HEATING	\$
Canadian, Cleveland, Creek, Custer,	COOKING	\$
Garfield, Kingfisher, Kiowa,	OTHER ELECTRIC	\$
Lincoln, Logan, McClain, McIntosh,	AIR CONDITIONING	\$
Noble, Oklahoma, Pawnee, Tillman,	WATER HEATING	\$
Tulsa, Wagoner, Washita	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$
	TOTAL	\$

Date: October 1, 2020 3600 Degree Days

UNIT TYPE: MOBILE HOME								
UTILITY OR SE	ERVICE	MONTHLY DOLLAR ALLOWANCES						
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR	
HEATING:	a. Natural Gas	43.00	49.00	60.00	67.00	77.00	87.00	
	b. Bottle Gas	60.00	77.00	104.00	121.00	146.00	173.00	
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
	d. Electric	18.00	24.00	31.00	39.00	47.00	55.00	
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00	
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00	
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00	
	ELECTRIC LIGHTING, REFRIGERATION, ETC.		29.00	32.00	34.00	35.00	36.00	
AIR CONDITIO	NING	12.00	13.00	16.00	18.00	21.00	24.00	
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00	
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00	
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00	
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-	
WATER		31.00	33.00	35.00	37.00	41.00	45.00	
SEWER		13.00	15.00	18.00	22.00	28.00	34.00	
TRASH		23.00	23.00	23.00	23.00	23.00	23.00	
RANGE		2.00	2.00	2.00	2.00	2.00	2.00	
REFRIGERATO	)R	3.00	3.00	4.00	4.00	3.00	3.00	
OTHER								

#### ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	<b>Utility or Service</b>	Per Month
Adair, Beckham, Blaine, Caddo,	HEATING	\$
Canadian, Cleveland, Creek, Custer,	COOKING	\$
Garfield, Kingfisher, Kiowa,	OTHER ELECTRIC	\$
Lincoln, Logan, McClain, McIntosh,	AIR CONDITIONING	\$
Noble, Oklahoma, Pawnee, Tillman,	WATER HEATING	\$
Tulsa, Wagoner, Washita	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$
4/7/00		

Date: October 1, 2020 3600 Degree Days

#### UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

		-					
UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	37.00	43.00	52.00	58.00	67.00	76.00
	b. Bottle Gas	52.00	67.00	90.00	105.00	127.00	150.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	16.00	21.00	27.00	34.00	41.00	48.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	NING	10.00	11.00	14.00	16.00	18.00	21.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATOR		3.00	3.00	4.00	4.00	3.00	3.00
OTHER							
						•	•

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Adair, Beckham, Blaine, Caddo,	HEATING	\$
Canadian, Cleveland, Creek, Custer,	COOKING	\$
Garfield, Kingfisher, Kiowa,	OTHER ELECTRIC	\$
Lincoln, Logan, McClain, McIntosh,	AIR CONDITIONING	\$
Noble, Oklahoma, Pawnee, Tillman,	WATER HEATING	\$
Tulsa, Wagoner, Washita	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 4000 Degree Days

TINITE TYPE, MILL TIEANITE V	(LOW DICE ADADTMENTS	S, HIGH RISE APARTMENTS)
UNIT TIPE: MULTIFAMILT	ILUW KISE AFAKTMENTS	). HIGH KISE AFAKTMEN IS)

UTILITY OR S	ERVICE		MONTHLY DOLLAR ALLOWANCES				
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	33.00	39.00	48.00	54.00	62.00	71.00
	b. Bottle Gas	49.00	64.00	85.00	99.00	120.00	141.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	15.00	20.00	26.00	32.00	39.00	45.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIC REFRIGERATI	/	27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	9.00	11.00	13.00	15.00	17.00	20.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATO	OR	3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

#### ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Alfalfa, Craig, Delaware, Dewey,	HEATING	\$
Grant, Harper, Kay, Major, Mayes,	COOKING	\$
Nowata, Osage, Ottawa, Payne,	OTHER ELECTRIC	\$
Roger Mills, Rogers, Washington,	AIR CONDITIONING	\$
Woods, Woodward	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 4000 Degree Days

		UNIT T	YPE: MOBI	LE HOME			
UTILITY OR SERVICE			MO	NTHLY DOLL	AR ALLOWAN	ICES	
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	45.00	53.00	64.00	72.00	84.00	95.00
	b. Bottle Gas	67.00	86.00	115.00	133.00	162.00	191.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	21.00	26.00	35.00	44.00	53.00	61.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIG REFRIGERATI	, , , , , , , , , , , , , , , , , , ,	27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	13.00	15.00	17.00	21.00	23.00	26.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATO	)R	3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Alfalfa, Craig, Delaware, Dewey,	HEATING	\$
Grant, Harper, Kay, Major, Mayes,	COOKING	\$
Nowata, Osage, Ottawa, Payne,	OTHER ELECTRIC	\$
Roger Mills, Rogers, Washington,	AIR CONDITIONING	\$
Woods, Woodward	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$

Date: October 1, 2020 4000 Degree Days

#### UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

		-					
UTILITY OR SI	ERVICE		MONTHLY DOLLAR ALLOWANCES				
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	39.00	46.00	56.00	63.00	73.00	83.00
	b. Bottle Gas	58.00	75.00	100.00	116.00	141.00	166.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	18.00	23.00	30.00	38.00	46.00	53.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIG REFRIGERATI	/	27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	11.00	13.00	15.00	18.00	20.00	23.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATO	OR	3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Alfalfa, Craig, Delaware, Dewey,	HEATING	\$
Grant, Harper, Kay, Major, Mayes,	COOKING	\$
Nowata, Osage, Ottawa, Payne,	OTHER ELECTRIC	\$
Roger Mills, Rogers, Washington,	AIR CONDITIONING	\$
Woods, Woodward	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$
01154 (0) 4/5/20		

Date: October 1, 2020 4500 Degree Days

TINITE TYPE, MILL TIEANITE V	(LOW DICE ADADTMENTS	S, HIGH RISE APARTMENTS)
UNIT TIPE: MULTIFAMILT	ILUW KISE AFAKTMENTS	). HIGH KISE AFAKTMEN IS)

UTILITY OR S	ERVICE	MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	36.00	43.00	52.00	59.00	68.00	77.00
	b. Bottle Gas	55.00	71.00	95.00	111.00	135.00	159.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	17.00	22.00	29.00	37.00	43.00	51.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIC REFRIGERATI	,	27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	10.00	12.00	14.00	17.00	20.00	22.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATO	OR	3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Beaver, Cimarron, Ellis, Texas	HEATING	\$
,	COOKING	\$
	OTHER ELECTRIC	\$
	AIR CONDITIONING	\$
	WATER HEATING	\$
	WATER	\$
	SEWER	\$
	TRASH COLLECTION	\$
	RANGE	\$
	REFRIGERATOR	\$
	OTHER (Specify)	\$
	TOTAL	\$
0.4/7/20		

Date: October 1, 2020 4500 Degree Days

		UNIT T	YPE: MOBI	LE HOME			
UTILITY OR SERVICE			MONTHLY DOLLAR ALLOWANCES				
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	48.00	58.00	70.00	79.00	92.00	105.00
	b. Bottle Gas	75.00	97.00	129.00	151.00	183.00	215.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	23.00	30.00	39.00	49.00	59.00	69.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIC REFRIGERAT	/	27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIO	ONING	14.00	16.00	20.00	23.00	26.00	30.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
HEATING:	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
ГRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERAT	OR	3.00	3.00	4.00	4.00	3.00	3.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

Utility or Service	Per Month
HEATING	\$
COOKING	\$
OTHER ELECTRIC	\$
AIR CONDITIONING	\$
WATER HEATING	\$
WATER	\$
SEWER	\$
TRASH COLLECTION	\$
RANGE	\$
REFRIGERATOR	\$
OTHER (Specify)	\$
TOTAL	\$
	HEATING COOKING OTHER ELECTRIC AIR CONDITIONING WATER HEATING WATER SEWER TRASH COLLECTION RANGE REFRIGERATOR OTHER (Specify)

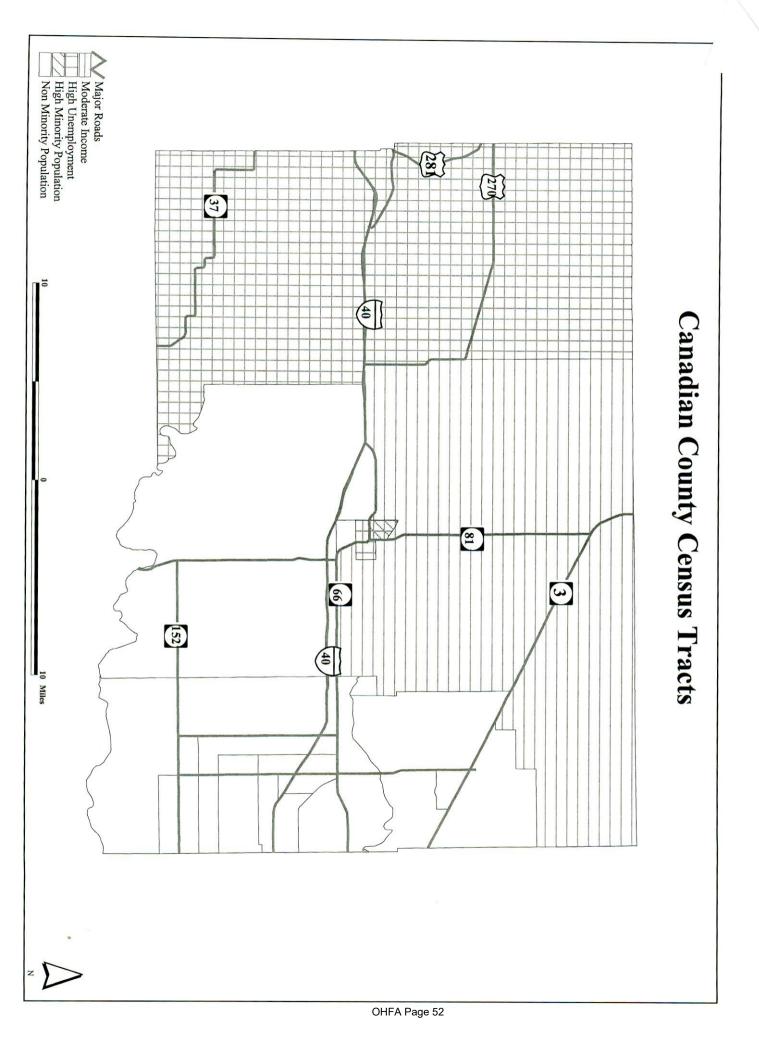
Date: October 1, 2020 4500 Degree Days

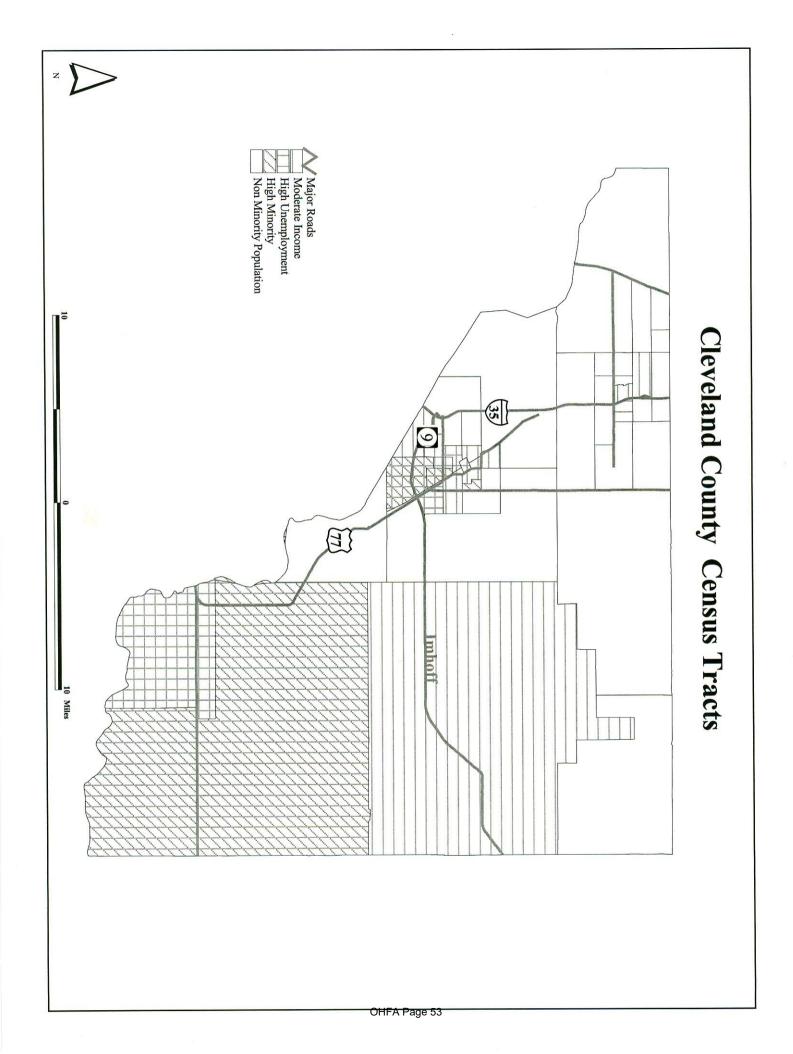
#### UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

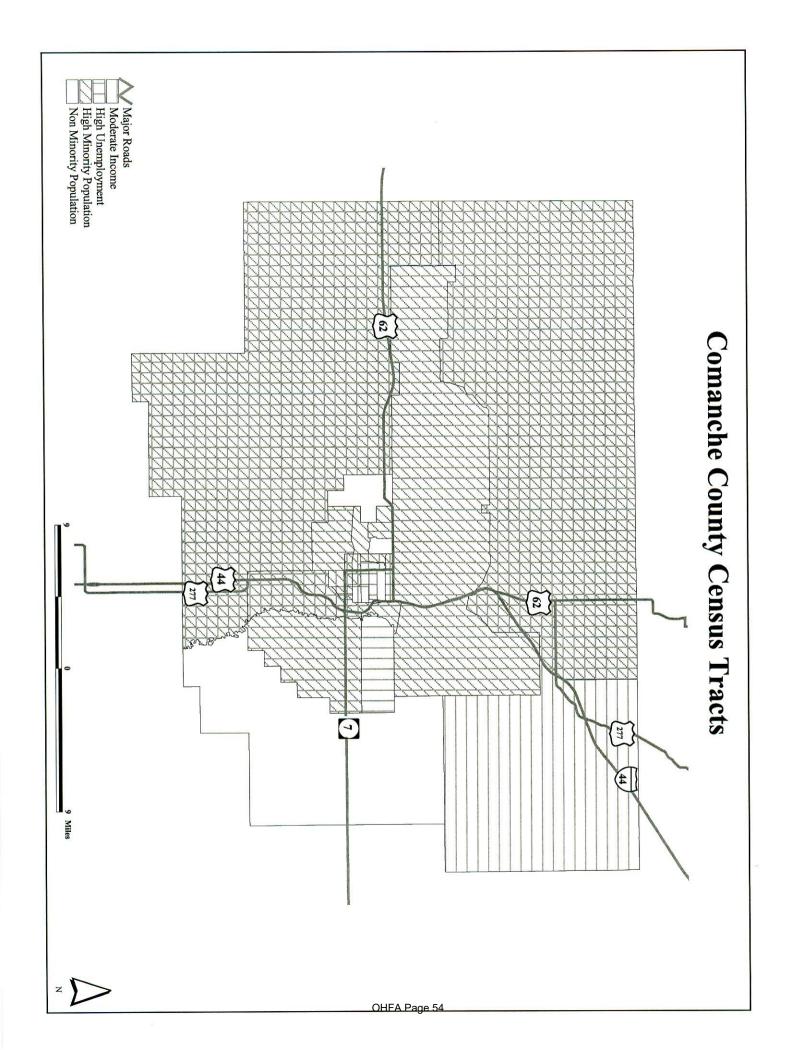
UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
<b>HEATING:</b>	a. Natural Gas	42.00	50.00	61.00	69.00	80.00	91.00
	b. Bottle Gas	65.00	84.00	112.00	131.00	159.00	187.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	20.00	26.00	34.00	43.00	51.00	60.00
COOKING:	a. Natural Gas	6.00	7.00	8.00	10.00	11.00	13.00
	b. Electric	5.00	6.00	8.00	10.00	13.00	14.00
	c. Bottle Gas	15.00	17.00	21.00	25.00	27.00	31.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		27.00	29.00	32.00	34.00	35.00	36.00
AIR CONDITIONING		12.00	14.00	17.00	20.00	23.00	26.00
WATER	a. Natural Gas	9.00	13.00	15.00	18.00	20.00	23.00
<b>HEATING:</b>	b. Electric	12.00	16.00	20.00	24.00	28.00	32.00
	c. Bottle Gas	23.00	31.00	37.00	44.00	50.00	56.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		31.00	33.00	35.00	37.00	41.00	45.00
SEWER		13.00	15.00	18.00	22.00	28.00	34.00
TRASH		23.00	23.00	23.00	23.00	23.00	23.00
RANGE		2.00	2.00	2.00	2.00	2.00	2.00
REFRIGERATOR		3.00	3.00	4.00	4.00	3.00	3.00
OTHER							
			•	•	•	•	•

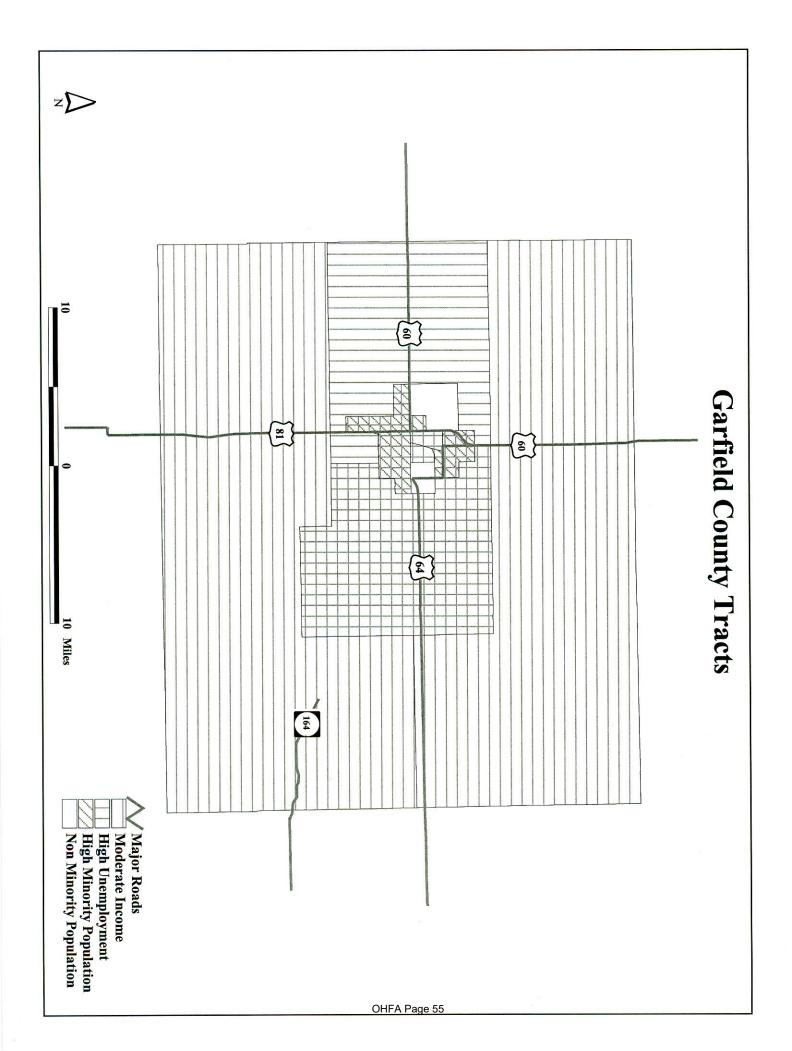
ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

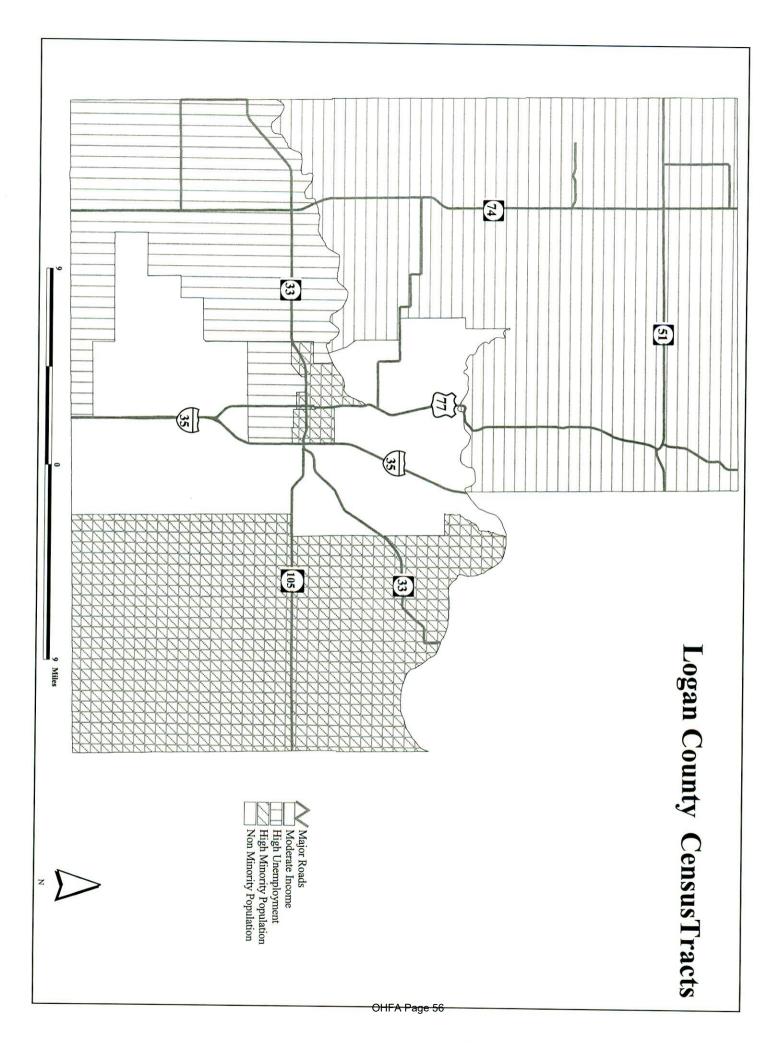
APPLICABLE COUNTIES:	Utility or Service	Per Month	
Beaver, Cimarron, Ellis, Texas	HEATING	\$	
	COOKING	\$	
	OTHER ELECTRIC	\$	
	AIR CONDITIONING	\$	
	WATER HEATING	\$	
	WATER	\$	
	SEWER	\$	
	TRASH COLLECTION	\$	
	RANGE	\$	
	REFRIGERATOR	\$	
	OTHER (Specify)	\$	
	TOTAL	\$	

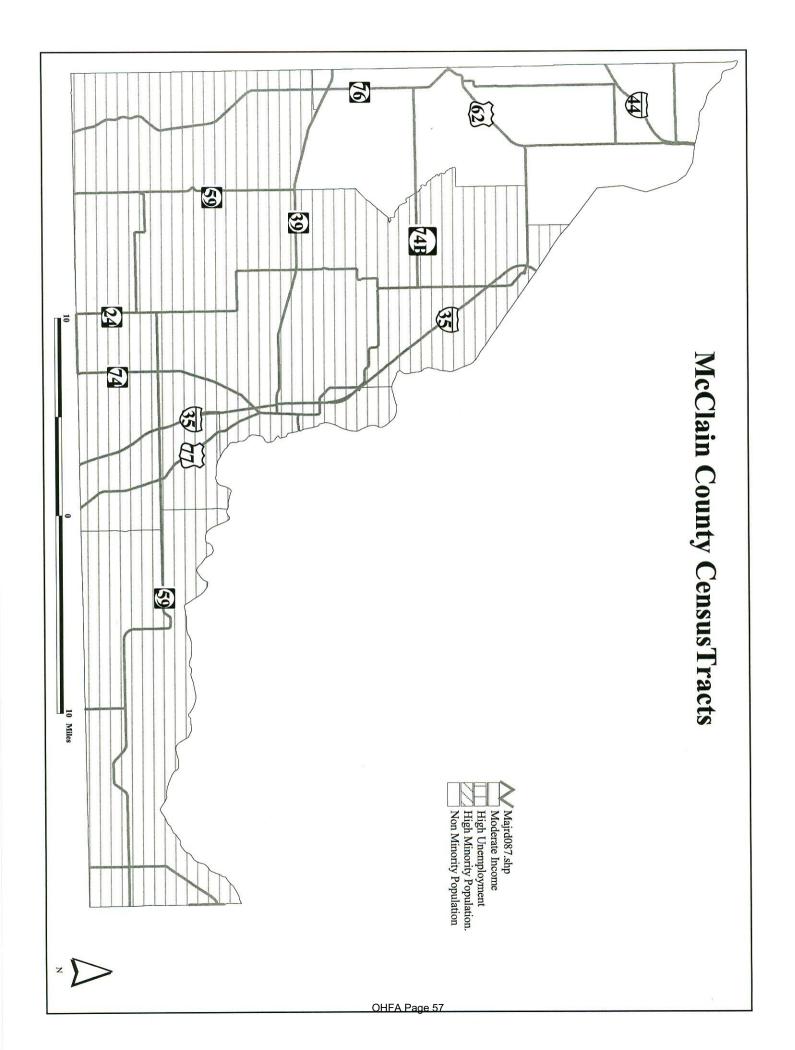


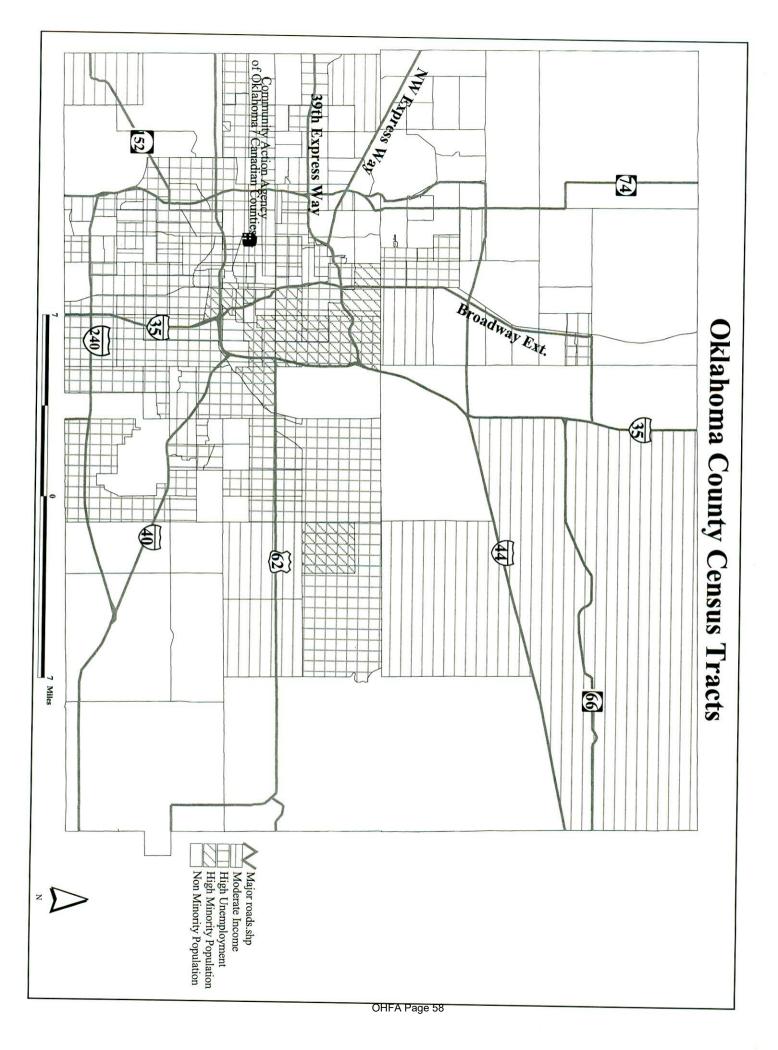


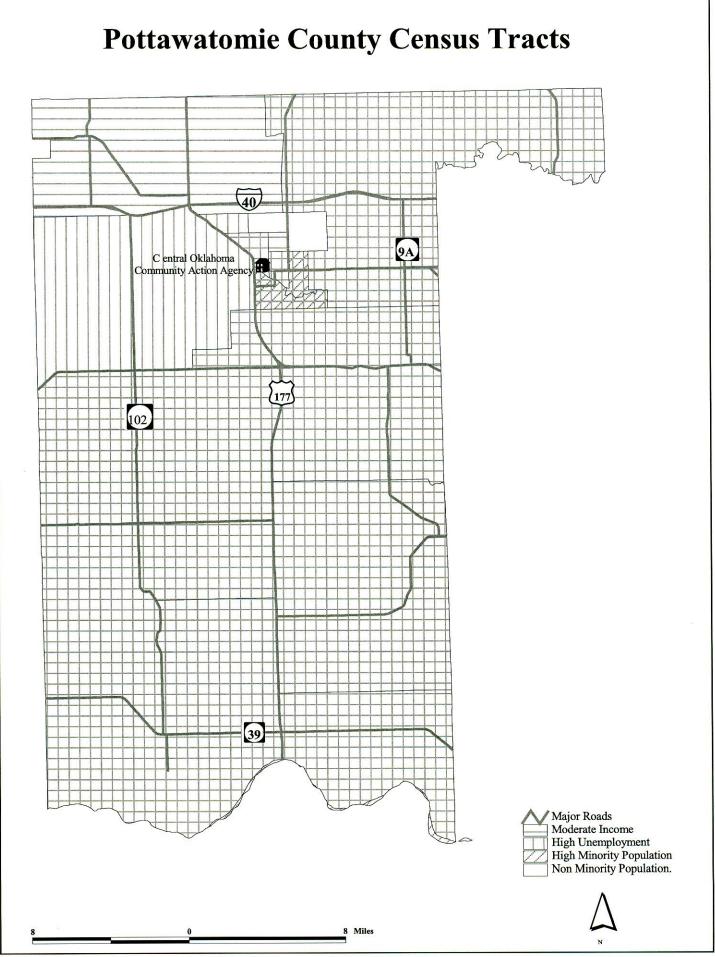


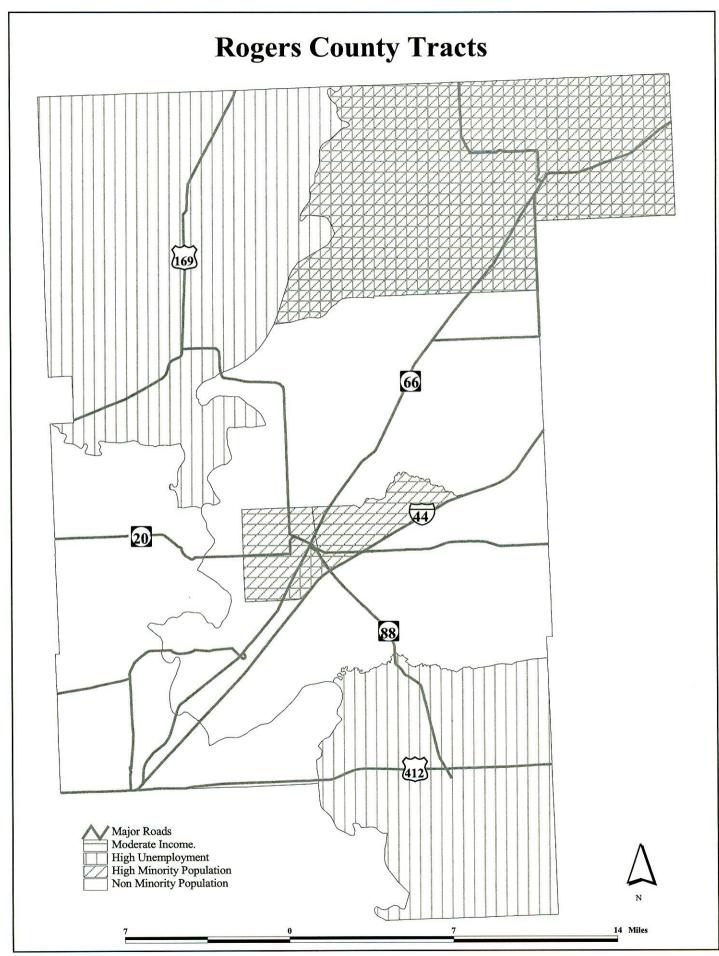


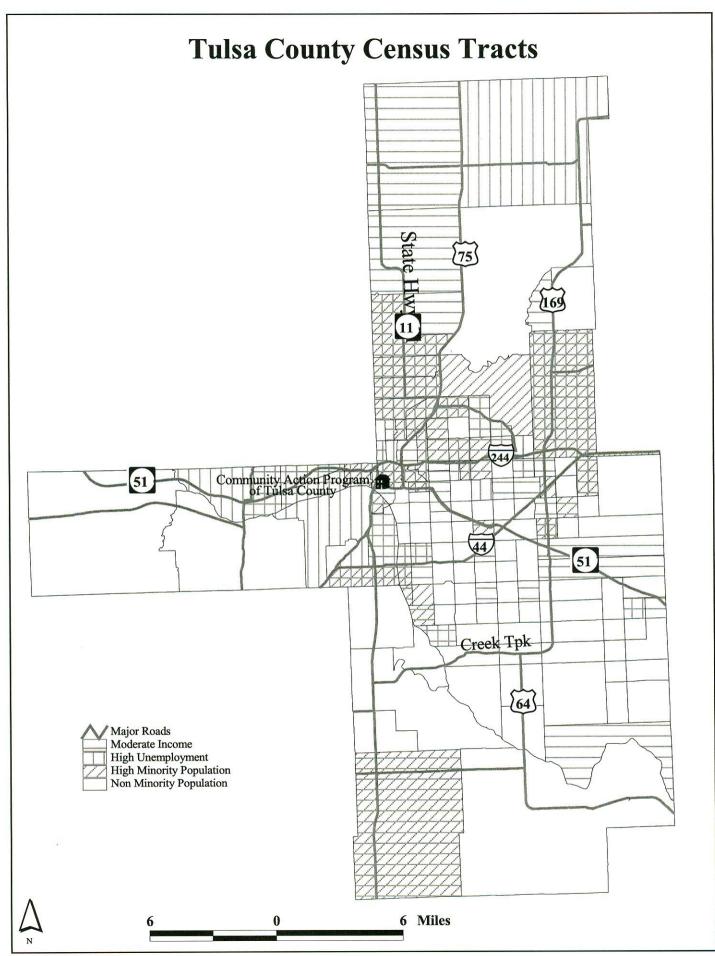














# Lead

U.S. Department of Housing and Urban Development . Office of Healthy Homes and Lead Hazard Control



"Despite progress, lead poisoning remains one of the top childhood environmental health problems today."

President's Task Force on Environmental Health Risks and Safety Risks to Children

## Did you know...

- Many homes built before 1978 have leadbased paint?
- 24 million homes in the United States have peeling or chipping lead-based paint or high levels of lead in dust?
- Infants, children under six, and pregnant women should have their blood tested for lead?
- In the United States, children from lowincome families are eight times more likely to get lead poisoned?

#### What is it?

Lead is a toxic metal used in a variety of products and materials. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves, and blood. Some symptoms of lead poisoning may include headaches, stomachaches, nausea, tiredness, and irritability. Lead can also harm children without causing any obvious symptoms.

Both inside and outside the home, deteriorated lead-paint releases its lead, which then mixes with household dust and soil. Children can become lead poisoned by putting their hands or other lead-contaminated objects into their mouths, by eating paint chips found in homes with peeling or flaking lead-based paint, and from playing in lead-contaminated soil.

continued on back

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In homes built before 1978, treat peeling paint as a lead hazard unless proven otherwise.



## What can you do?

- 1. If your home was built before 1978:
  - Mop smooth floors (using a damp mop) weekly to control dust.
  - Vacuum carpets and upholstery to remove dust, preferably using a vacuum with a HEPA filter or a "higher efficiency" collection bag.
  - Take off shoes when entering the house.
  - Pick up loose paint chips carefully with a paper towel; wipe the surface clean with a wet paper towel
  - Take precautions to avoid creating lead dust when remodeling, renovating, or maintaining your home
  - Have it checked for lead hazards by a lead professional (including the soil).

#### 2. For your child:

- Frequently wash your child's hands and toys to reduce exposure.
- Use cold tap water for drinking and cooking.
- Avoid using home remedies (such as arzacon, greta, pay-loo-ah, or litargirio) and cosmetics (such as kohl or alkohl) that contain lead.
- Have your child's blood lead level tested at age 1 and 2. Children from 3 to 6 years of age should have their blood tested, if they have not been tested before and:
  - They live in or regularly visit a house built before 1950:
  - They live in or regularly visit a house built before 1978 with on-going or recent renovations or remodeling; or
  - They have a sibling or playmate who has or did have lead poisoning.

#### For more information...

Visit HUD's website at www.hud.gov/offices/lead for more information about addressing health hazards in homes or to learn if HUD has a Healthy Homes program in your community. From HUD's website, you can download a copy of "Help Yourself to A Healthy Home" for more practical steps you can take to make your home a lead-safe home.

#### Other Federal Resources

U.S. Department of Housing and Urban Development, Office of Healthy Homes and Lead Hazard Control www.hud.gov/offices/lead or call (202) 755-1785

The National Lead Information Center (800) 424-LEAD (5323) www.epa.gov/lead/pubs/nlic.htm

Centers for Disease Control and Prevention (CDC) www.cdc.gov/nceh/lead

Environmental Protection Agency (EPA) www.epa.gov/lead

U.S. Department of Labor, Occupational Safety & Health Administration www.osha.gov/SLTC/lead

U.S. Consumer Product Safety Commission (CSPC) www.cpsc.gov or call (800) 638-2772

Dust created by opening and closing windows is a common lead hazard.



Photo by: January E. Jones, Improving Kids' Environment

# Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

## Where to mail your form or

#### INQUIRE ABOUT YOUR CLAIM

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

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092

Telephone (617) 994-8320 or 1-800-827-5005 Fax (617) 565-7313 • TTY (617) 565-5453 E-mail: **Complaints\_office\_01@hud.gov** 

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

Fair Housing Hub U.S. Dept. of Housing and Urban Development 26 Federal Plaza, Room 3532 New York, NY 10278-0068

Telephone (212) 264-1290 or 1-800-496-4294 Fax (212) 264-9829 •TTY (212) 264-0927 E-mail: Complaints office 02@hud.gov

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

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

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

Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints\_office\_04@hud.gov

U.S. Dept. of Housing and Urban Development

Fair Housing Hub

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

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Felephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints\_office\_05@hud.gov

#### For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas: SOUTHWEST OFFICE

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints\_office\_06@hud.gov

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

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints\_office\_07@hud.gov

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

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints office 08@hud.gov

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

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

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

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 + TTY (206) 220-5185
E-mail: Complaints\_office\_10@hud.gov

## If after contacting the local office nearest you, you still have questions — you may contact HUD further at:

U.S. Dept. of Housing and Urban Development Office of Fair Housing and Equal Opportunity 451 7th Street, S.W., Room 5204 Washington, DC 20410-2000 Telephone (202) 708-0836 or 1-800-669-9777 Fax (202) 708-1425 • TTY 1-800-927-9275

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

MAIL TO:
MAIL TO:
MAIL TO:
MAIL TO:

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

PLACE POSTAGE HERE

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.





## Housing Discrimination Information

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

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

Your Name			
Your Address			
City	State	Zip Code	
Best time to call	Your Daytime Phone No	Evening Phone No	
Who else can	we call if we cannot re	each you?	
Contact's Name		Best Time to call	
Daytime Phone No		Evening Phone No	

#### What happened to you?

Contact's Name

Daytime Phone No

How were you discriminated against?

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

State briefly what happened.

Best Time to call

Evening Phone No

## Why do you think you are a victim of housing discrimination? Is it because of your: ·race · color · religion · sex · national origin · familial status (families with children under 18) · disability? For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children? Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply. Who do you believe discriminated against you? For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization? dentify who you believe discriminated against you. Name Address Where did the alleged act of discrimination occur? For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? Did it occur at a bank or other lending institution? Provide the address. Address City State Zip Code When did the last act of discrimination occur? Enter the date Is the alleged discrimination continuing or ongoing? Yes No\_ Signature Date

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



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

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

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

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

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

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

## ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson Secretary

## How do you recognize Housing Discrimination?

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

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



# 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 <u>must</u> 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 <a href="https://example.com/Hotline@hudoig.gov">Hotline@hudoig.gov</a>. You can write the Hotline at:



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



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.

only one home!

# 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 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:

- . Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
- Verify your reported income sources and amounts.
- Confirm your participation in only one HUD rental assistance program.
- Confirm if you owe an outstanding debt to any PHA
- 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

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

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

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:

- **Termination of assistance**
- Repayment of rent that you should have paid had you reported your income correctly - 0 m
  - assistance for a period of up to 10 years Prohibited from receiving future

prosecutor, tined up to \$10,000 and/or confined up to \$10,000 and/or confined up to \$10,000 and/or confined up to \$10,000 and confined all sources of confined all sources of

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

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

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

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

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

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

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

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

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

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

process on HUD's Public and Indian Housing EIV web 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 pages at: http://www.hud.gov/offices/pih/pipgrams/ph/thip/uiv.ofm. The information in this Guide pertains to anolicants and participants (tenants) of the applicants and participants (tenants) of following HUD-PIH rental assistance programs:

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

February 2010

### **Housing Assistance Payments Contract** (HAP Contract) **Section 8 Tenant-Based Assistance**

and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0169 exp. 7/31/2022

U.S. Department of Housing

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

### **Instructions for use of HAP Contract**

**Housing Choice Voucher Program** 

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

### Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

### Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

### How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

### Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

### Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

### Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

### Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

### Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

### Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

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

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

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

### 1. Contents of Contract

This HAP contract has three parts: Part A: Contract Information Part B: Body of Contract Part C: Tenancy Addendum

**Tenant** 

### **Contract Unit**

### Household

Household

The following persons may reside in the unit. Other parons thay not be filed to the household without prior written approval of the PHA

### **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): The initial lease term ends on (mm/dd/yyyy): \_\_\_

### **Initial Rent to Owner**

The initial rent to owner is: \$ During the initial lease term, the owner may not raise the rent to owner.

### **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

The owner shall providutilities/appliances indrefrigerator and range/	icated below by a "						
Item	Specify fuel type	:					Paid by
Heating	☐ Natural gas	☐ Bottle gas	☐ Electric ☐	☐ Heat Pump	☐ Oil	Other	
Cooking	☐ Natural gas	☐ Bottle gas	☐ Electric			Other	
Water Heating	☐ Natural gas	☐ Bottle gas	☐ Electric		☐ Oil	Other	
Other Electric	-						
Water	- -						
Sewer	  -						
Trash Collection	 -						
Air Conditioning							
Other (specify)							
		1					Provided by
Refrigerator							
Range/Microwave		<u> </u>					
Print or Type Name	-		Ow	t or Type Name	of Own	er	
Signature			Sign	atte			
Print or Type Name	e and Title of Sign	natory	Print	t or Type Name	and Titl	e of Signator	у
Date (mm/dd/yyyy)	)		Date	e (mm/dd/yyyy)			
	Ma	nil payments to:					
			Nam	ne			
			Add	ress (street, city	, state, z	ip code)	

8. Utilities and Appliances

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

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

### Part B of HAP Contract: Body of Contract

### 1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

### 2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- The lease for the contract unit must include word-forword all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

### 3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

- HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

### 4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) 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 HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a livein aide.
  - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing

- assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

### 5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

### 6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

### 7. PHA Payment to Owner

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment by the

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. Owner compliance with HAP contract Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

### c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

### e. Limit of PHA responsibility

- The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. Overpayment to owner If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

### 8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP

- contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- **9. Prohibition of Discrimination**. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:
  - a. 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 HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
  - b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
  - c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

### 10. Owner's Breach of HAP Contract

- Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or

- criminal act in connection with the mortgage or
- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

### 11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

### 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

### 15. Reserved

**16.** Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

- 17. Entire Agreement: Interpretation

  a. The HAP contract contains the entire agreement between the owner and the PHA.
  - b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

### Part C of HAP Contract: Tenancy Addendum

### **Section 8 Voucher Program**

- 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).
- 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

- 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.
- 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.

### **Use of Contract Unit** 3.

- During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- 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.
- 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
- d. The tenant may not sublease or let the unit.
- The tenant may not assign the lease or transfer the unit.

### 4. Rent to Owner

- The initial rent to owner may not exceed the amount a. approved by the PHA in accordance with HUD requirements.
- Changes in the rent to owner shall be determined by the b. provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- 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:
  - The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

Rent charged by the owner for comparable unassisted units in the premises.

### **Family Payment to Owner**

- 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.
- 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.
- The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- The tenant is not responsible for paying the portion of rent d. 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.
- 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**

- Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- 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.
- 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.

### Maintenance, Utilities, and Other Services

### Maintenance

- The owner must maintain the unit and premises in accordance with the HQS.
- Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### **Utilities and appliances** b.

(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
  - (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

- Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).

### c. Criminal activity or alcohol abuse.

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

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy\

- 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).
  - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

### f. Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

- (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
- (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
- (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

### i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

- Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- Establish eligibility under another covered housing program; or
- (3) Find alternative housing.
- Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
  - The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

### n. Confidentiality.

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

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

### 10. Eviction by court action

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

### 11. Owner notice of grounds

- (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.

### 12. Lease: Relation to HAP Contract

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

### 13. PHA Termination of Assistance

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

### 14. Family Move Out

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

### 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHArequired restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
  - d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 16. Prohibition of Discrimination

In accordance with applicable 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

### 17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

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

### 18. Changes in Lease or Rent

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

### 19. Notices

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

### 20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

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

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

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

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

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

### **Request for Tenancy Approval**

Housing Choice Voucher Program

## U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169 exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)				
3. Requested Lease Start Date  4. Number of Bedrooms 5. Year Constructed			6. Proposed Rent 7. Security Deposit 8. Date Unit Available for Inspection				
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:				
☐ Single Family De	tached (one fan ilv ur er one re	Section 202 Section 221(d)(3)(BMIR)					
☐ Semi-Detached (	duplex, attached on the six		☐ Tax Credit ☐ HOME				
☐ Rowhouse/Town	house (attached on two side		Section 236 (insured or uninsured)				
Low-rise apartme	ent building (4 stories or fewer)		Section 515 Rural Development				
	ent building (5+ stories)		ther (Describe Other Subsidy, including any state local subsidy)				
	ome (mobile home)						
11. Utilities and Appliances The owner shall provide or pay for the utilities/appliances indicated belo utilities/appliances indicated below by a "T". Unless otherwise specified							
refrigerator and range Item	Specify fuel type		Paid by				
Heating	☐ Natural gas ☐ Bottled gas	☐ Electric	☐ Heat Pu p ☐ Oil ☐ Other				
Cooking	☐ Natural gas ☐ Bottled gas	☐ Electric	Other				
Water Heating	☐ Natural gas ☐ Bottled gas	☐ Electric	☐ Oil ☐ Other				
Other Electric							
Water							
Sewer							
Trash Collection							
Air Conditioning							
Other (specify)							
			Provided by				
Refrigerator							
Range/Microwave		OHEA Page 88					

	wner's Certifications			c.	Check one of the following:		
a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.			Lead-based paint disclosure requ because this property was built o 1978.				
			The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common	such unit or common			
Add	lress and unit number	Date Rented	Rental Amount	-	areas have been found to be lead lead-based paint inspector certifi		
1.				_	certification program or under a state certification program.		
2.				- 🔲	A completed statement is attached	ed containing	
3.				_	disclosure of known information on lead-based paint		
b. The owner (including a principal or other interested party) is not the parent, child, grap barent, grandchild, sister or brother of any member in the amily, unless the PHA has determined (and has attified the owner and the family of such determination) that approving leasing of the unit, notwithstand such referriship, would provide reasonable accommendation for a family member who is a person with disabilities.			and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.  13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.  14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.  15. The PHA will arrange for inspection of the unit and will fy the owner and family if the unit is not approved.		s, including a ovided the lead hazard ily. nily's behavior or g is the owner's ord-for-word all dum.		
Prin	t or Type Name of Owner,	/Owner Represe	entative	Pri	nt or Type Name Household Head		
Owner/Owner Representative Signature			Head of Household Signature				
Business Address			Pre	sent Address			
Tele	phone Number	Dat	e (mm/dd/yyyy)	Tel	ephone Number	Date (mm/dd/yyyy)	
				1			

### **Voucher** Housing Choice Voucher Program

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

OMB No. 2577-0169 (exp. 07/31/2022)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.	Voucher Number	Voucher Number		
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assessment to be paid on behalf of the Family to the owner.)	1. Unit Size			
Date Voucher Issued (mm/dd/yyyy)     Insert actual date the Voucher is issued to the family	2. Issue Date (mm/do	i/yyyy)		
3. Date Voucher Expires (mm/dd/yy v) must be at least sixty days after date issued. Voucher is issued. (See Section 6 of a form.)	3. Expiration Date (r	mm/dd/yyyy)		
4. Date Extension Expires (if applicable)(mnr/ad/yyyv/ (See Section 6. of this form)	4. Date Extension Exp	oires (mm/dd/yyyy)		
5. Name of Family Representative 6. Signature of Family Representative	entative	Date Signed (mm/dd/yyyy)		
7. Name of Public Housing Agency (PHA)				
8. Name and Title of PHA Official  9. Sign are of PHA Official		Date Signed (mm/dd/yyyy)		

### 1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

### 2. Voucher

- A when issuing the voucher the PHA expects that if the family finds a approvable unit, the PHA will have the honey averable to ever into a HAP contract with the owner, as well the PHA is under no obligation to the family, a any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

Previous editions obsolete Page 1 of 3 form **HUD-52646** (07/2019)

### 3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this youcher.
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
  - 1. The owner and the family must execute the lease.
  - The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
  - The proposed unit or lease is disapproved for specified reasons, and
  - If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  - Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  - Request PHA written approval to add any other family member as an occupant of the unit.
  - Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  - 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
  - Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - 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 criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - 5. Sublease or let the unit or assign the lease or transfer the unit.

Previous editions obsolete Page 2 of 3 form **HUD-52646** (07/2019)

- Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- 7. 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 housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- 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

### 5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

### 6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.



# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check onl following seven boxes.	y <b>one</b> of the	4 Exempti certain ent instructions	ities, not	individu	
e. nso	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ T single-member LLC	rusi/estate	Exempt pay	ee code	(if any)	
충숙	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶					
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that					
ij	is disregarded from the owner should check the appropriate box for the tax classification of its owner.  ☐ Other (see instructions) ►		(Applies to acco	ounts maint	ained outsid	e the U.S.)
) be		ester's name a				
See				(-	,	
Ŏ	6 City, state, and ZIP code					
	7 List account number(s) here (optional)					
Par	Taxpayer Identification Number (TIN)					
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social sec	curity numb	er		
	p withholding. For individuals, this is generally your social security number (SSN). However, for a					
	resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a					
TIN, la		or				
Note:	Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer identification number					
Numb	er To Give the Requester for guidelines on whose number to enter.					
			-			
Par	II Certification					
Unde	penalties of perjury, I certify that:					
1. The 2. I ar Ser	number shown on this form is my correct taxpayer identification number (or I am waiting for a num not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividing onger subject to backup withholding; and	e not been n	otified by t	ne Inter		
3. I ar	a U.S. citizen or other U.S. person (defined below); and					

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IHA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	Signature of U.S. person ▶	Date▶		

### **General Instructions**

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

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual     Sole proprietorship, or     Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an	The owner
individual	THE OWNER
individual  9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. A valid trust, estate, or pension trust  10. Corporation or LLC electing   corporate status on Form 8832 or	Legal entity <sup>4</sup>
<ul> <li>9. A valid trust, estate, or pension trust</li> <li>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</li> <li>11. Association, club, religious, charitable, educational, or other tax-</li> </ul>	Legal entity <sup>4</sup> The corporation

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301,7701-7).

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
  - 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN.

- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2-The United States or any of its agencies or instrumentalities
- $3-\!A$  state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$  foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\mathrm{A}$  futures commission merchant registered with the Commodity Futures Trading Commission
  - 8-A real estate investment trust
- $9-\mbox{An}$  entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10-A common trust fund operated by a bank under section 584(a)
  - 11-A financial institution
- $12\!-\!A$  middleman known in the investment community as a nominee or custodian
  - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(q) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN** in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at <a href="https://www.ssa.gov">www.ssa.gov</a>. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the OHFA PagePPTOOoriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
I. Individual     Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
<ol><li>Custodian account of a minor (Uniform Gift to Minors Act)</li></ol>	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. \*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338)

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Circle the minor's name and furnish the minor's SSN.



OHFA complies with the American Disabilities Act. If you are an individual who needs an accommodation, if you will note the type of accommodation necessary, OHFA will make every effort, within reason, to make sure this accommodation is provided. Program policies are available for review, by appointment, at the location shown to the left.





100 N.W. 63, Suite 200 Oklahoma City, OK 73116 P.O. Box 26720 Oklahoma City, OK 73126-0720 Phone: (405) 842-2471 Toll Free: (800) 256-1489 TDD: (405) 848-7471 www.ohfa.org

### Dear Owner:

Oklahoma Housing Finance Agency's (OHFA) direct deposit information for Housing Assistance Payments (HAP) is provided online at <a href="https://www.hapcheck.com">www.hapcheck.com</a>.

The online system offers access to your payment history and allows you to view a list of payments you have received for the past several months.

To access this secure system, enter <u>www.hapcheck.com</u> into your Web browser. Use the boxes on the right side of the screen to log into the system using your Tax ID (Social Security Number or Employer Identification). Your password will be the same as your ID number. Do not use any dashes or spaces when entering your information.

Please return the Direct Deposit form and attach your voided check. You may send your request in by mail or fax to (405) 879-8823.

If have any questions, please contact our office directly at (405) 848-1144, Ext. 2898.

Sincerely,

Finance HAP Team

### **DIRECT DEPOSIT AUTHORIZATION**

### PLEASE COMPLETE THIS FORM AND RETURN TO:

Or fax to: (405) 879-8823

Attn: Finance - Direct Deposit Oklahoma Housing Finance Agency PO Box 26720 Oklahoma City, OK 73126-0720

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

PART 1: Transaction Type PLEAS	SE ATTACH A VOIDE	D CHECK T	O TH	HIS FORM
☐ New setup	☐ Change fina	ancial institution		
☐ Cancellation (Leave Part 4 blank)	☐ Change acc	☐ Change account number		
	☐ Change acc	count type		
PART 2: Payee Identification				
Tax ID (Social Security Number or Employer Identification Number of Employer Identification Ide	er) 2. Work Phone Number			
3. Name	4. Home Phone Number			
5. Address	6. City	7. St	ate	8. ZIP Code
PART 3: Authorization for Setup, Chang	ges, or Cancellation			
account specified below and, if necessary, debit recognize that, if I fail to provide complete and at be delayed or that my payments may be erroneous.  This authorization will remain in effect until we amount of time for initiating or terminating Di institution information.	curate information on this authorized transferred electronically.	ation form, the proces The undersigned mus	ssing of	the form may a reasonable
9. Authorized Signature	10. Printed Name		11. Date	
PART 4: Financial Institution (Must be com	poleted by Payee Owner or Manage	er)		
12. Financial Institution Name	13. City	14. \$	State	15. ZIP Code
16. Routing Transit Number 17. Customer	17. Customer Account Number		18. Type of Account	
			Check	ing Savings
19. Representative Name (Please print)	20. Title			
21. Representative Signature				

### Oklahoma Housing Finance Agency (OHFA)<sup>1</sup>

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

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

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Housing Choice Voucher (HCV) Program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

### **Protections for Applicants**

If you otherwise qualify for assistance under the Housing Choice Voucher (HCV) Program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### **Protections for Tenants**

If you are receiving assistance under the Housing Choice Voucher (HCV) Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Choice Voucher (HCV) Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

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

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

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### Removing the Abuser or Perpetrator from the Household

Oklahoma Housing Finance Agency (OHFA) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Oklahoma Housing Finance Agency (OHFA) chooses to remove the abuser or perpetrator, OHFA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, OHFA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, OHFA must follow Federal, State, and local eviction procedures. In order to divide a lease, OHFA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, OHFA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, OHFA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

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

OHFA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The housing provider's emergency transfer plan provides further information on emergency transfers, and the housing provider must make a copy of its emergency transfer plan available to you if you ask to see it.

## Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

OHFA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from OHFA must be in writing, and OHFA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. OHFA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to OHFA as documentation. It is your choice which of the following to submit if OHFA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by OHFA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in

addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

• Any other statement or evidence that OHFA has agreed to accept.

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

If OHFA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), OHFA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, OHFA does not have to provide you with the protections contained in this notice.

### **Confidentiality**

OHFA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

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

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

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

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

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

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, OHFA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

### **Other Laws**

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

### Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the U.S. Department of Housing and Urban Development's (HUD) Oklahoma City Field Office, 301 NW 6th Street, Suite 200, Oklahoma City, OK 73102. Phone: (405) 609-8400 Fax: (405) 609-8982 TTY: (800) 877-8339 or the Tulsa Field Office, 110 West 7th Street, Suite 1110, Tulsa, OK 74119. Phone: (918) 292-8900 Fax: (918) 292-8983 TTY: (800) 877-8339.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <a href="https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf">https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf</a>.

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

For questions regarding VAWA, please contact the Oklahoma Housing Finance Agency's (OHFA) Housing Choice Voucher (HCV) Program at 405-848-1144 or 1-800-256-1489.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the Oklahoma Safeline at 1-800-522-7233 to locate a service provider in your area or call 211 for help. If you are in immediate danger call 911.

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

For help regarding sexual assault, you may contact the Oklahoma Safeline at 1-800-522-7233 or visit http://ocadvsa.org/local-resources or call 211.

Victims of stalking seeking help may contact the Oklahoma Safeline at 1-800-522-7233 or visit <a href="http://ocadvsa.org/local-resources">http://ocadvsa.org/local-resources</a> or call 211.

For additional local resources for victims of domestic violence, please contact:

Palomar: OKC's Family Justice Center 405-552-1005 1140 N. Hudson Avenue Oklahoma City www.palomarokc.org

Tulsa Family Safety Center P: 918-742-7480

One Safe Place Family Justice Center P: 405-765-8556

**Attachment:** Certification form HUD-5382

### RESERVED

CERTIFICATION OF U.S. Department of Housing DOMESTIC VIOLENCE, and Urban Development DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

OMB Approval No. 2577-0286 Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim:	
2. Name of victim:	
3. Your name (if different from victim's):	
4. Name(s) of other family member(s) listed on the lease:	
5. Residence of victim:	
6. Name of the accused perpetrator (if known and can be safely disclosed):	
7. Relationship of the accused perpetrator to the victim:	
8. Date(s) and times(s) of incident(s) (if known):	
10. Location of incident(s):	
In your own words, briefly describe the incident(s):	
	_
This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.	•
SignatureSigned on (Date)	

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

### Oklahoma Housing Finance Agency (OHFA) Rent Estimate

Completing this worksheet **will estimate** the **housing assistance** and **your rent**. Final amounts are determined when the lease and contract are signed. If using online, enter data in highlighted fields.

1. Your gross-annual income (see voucher letter)	\$
2. Total monthly income (divide Line 1 by 12)	\$
3. Total Tenant Payment based on 10 % of total monthly income (Line 2 x 0.10)	\$
4. Your monthly-adjusted income (see voucher letter)	\$
5. Total Tenant Payment based on 30% of monthly-adjusted income (Line 4 x 0.30)	\$
6. You are eligible for the following bedroom size (see voucher letter)	
7. The Payment Standard for the County where you want to live	\$
(Use the payment standard for the lower of bedroom size (Line 6) or actual unit size choser	n to rent)
(Payment Standards are in the Briefing Book and on the OHFA website)	
Next, use the <b>Utility Allowance</b> chart for your County (in the Briefing Book and on the OHFA	website) to
calculate the amounts for family paid utilities and/or provided appliances.	
8. Asking Rent for your chosen unit	\$
9. Total Utility Allowance you calculated from the charts	\$
(Use lower of bedroom size (Line 6) or actual unit size chosen to rent)	
10. Add Asking Rent + Utility Allowance = Gross Rent (Line 8 plus Line 9)	\$
Use the lower of the Payment Standard (Line 7) or the Gross Rent (Line 10) on Line 11	
11. Enter the lesser amount of Line 7 or Line 10	\$
12. Minus the higher of Line 3 or Line 5	\$
13. The difference is the Estimated Assistance (Line 11 minus Line 12)	\$
14. Next, enter the Asking Rent amount (Line 8)	\$
15. Minus Estimated Assistance (Line 13)	\$
<b>16.</b> Equals estimated <b>Tenant Rent</b> (your portion) (Line 14 minus Line 15) Note: If Line 15 is	
larger than Line 14, enter Zero for the Tenant Rent	\$
17. Total Family Share = Gross Rent (Line 10) minus Estimated Assistance (Line 13)	\$
18. Percentage of Monthly-Adjusted Income (Line 17 divided by Line 4)	
If the Gross Rent (Line 10) is higher than the Payment Standard (Line 7), the Tenant Rent (Li	ne 16) <b>plus</b>
<b>the Utility Allowance</b> (Line 9) must be equal to or less than 40% of your monthly-adjusted in	- <del>-</del>
19. 40% of your monthly-adjusted income (Line 4 x 0.40)	\$
20. Tenant Rent (Line 16)	\$
21. Plus Utility Allowance (Line 9)	\$
22. Equals - cannot exceed 40% of your monthly-adjusted income (Line 20 plus Line 21)	\$
Calculate below the <b>Maximum Asking Rent</b> for the unit if Line 22 is higher than Line 19	
23. Asking Rent (Line 8)	\$
<b>24. Overage</b> If Line 17 is larger than Line 19 (take Line 17 minus Line 19) or enter Zero	\$
<b>25.</b> Equals <b>Maximum Asking Rent</b> for the unit (Line 23 minus Line 24)	\$
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If the landlord will not agree to lower the rent, you will have to locate another unit. (Final rent is subject to Rent Reasonableness and approval by OHFA's field agent)

This is only an estimate and your amounts may vary

9/25/15