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

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# **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 <u>www.ohfa.org</u>.

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 units including accessible units. In addition, you may search for available housing at <u>www.affordablehousing.com</u>.

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 <u>www.affordablehousing.com</u>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 family and obtain information 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<br>(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 todo?

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 forprocessing.

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 <u>www.waitlistcheck.com</u> 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:

- 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 followingreasons:
  - a. Not providing some requested information;
  - b. Did not provide a mailing address on yourapplication;
  - c. You submitted an incomplete application;
  - d. You did not attend a scheduled appointment; or

e. Due to returnedmail.

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 receiveassistance?

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)

The Oklahoma Housing Finance Agency (OHFA) is required to ensure that all housing units occupied by Section 8 Housing Choice Voucher rental assistance participants meet certain health and safety standards. "Housing Quality Standards" (HQS) are set by the U.S. Department of Housing & Urban Development (HUD).

Before OHFA enters a contract and issues rental assistance payments, units must pass an HQS inspection. HQS inspections of units are also conducted bi—annually throughout the occupancy by the assisted family and must pass for payment to continue.

Below is a checklist of the areas and items observed during the HQS Inspection. This list is not an all inclusive list and it should be noted that each unit inspected may present it's own unique set of circumstances.

#### OKLAHOMA HOUSING FINANCE AGENCY INSPECTION SUMMARY CHECKLIST

The goal of the Housing Choice Voucher (HCV) Program is to provide decent, safe, and sanitary housing at an affordable cost to low-income families. Please note this is a general reference guide and does not include all of the inspection requirements.

Units must meet Housing Quality Standards (HQS) performance requirements both at initial inspection and throughout the assisted tenancy.

- Living Room
- Kitchen
- Bathroom

- 8 INSPECTABLE AREAS
   Other Rooms Used for Living and Halls
  - All Secondary Rooms

- Building Exterior
- Heating and Plumbing
- General Health and Safety

Note: At a minimum, a unit must have a living room, kitchen area and bathroom to qualify for assistance under the HCV Program. The unit must also have one bedroom or living/sleeping room for each two persons.

MODIFICATIONS TO A UNIT DUE TO DISABILITY MUST MEET ALL APPLICABLE HQS AND BUILDING CODES.

#### ACCESS

- Private access to the unit must be provided.
- Unblocked alternate exit out of the building in case of a fire must be available.

#### LIVING ROOM/BEDROOM

#### ELECTRICAL REQUIREMENTS

- At least two working outlets or one working outlet and one working permanently installed ceiling or wall light fixture.
- Free from electrical hazards.
  - No missing, damaged, cracked, broken or insecure outlets and light switch cover plates; 3 prong outlets that are not grounded, exposed wires, light fixtures hanging by the wires, exposed fuse box connections, missing knockout plugs in junction boxes, light fixtures with a missing or broken bulb, and the open socket is readily accessible to the tenant during the dayto-day use of the unit.

#### WINDOWS

- Living/bedrooms must have a window. The window should open unless it is not designed to open (i.e., picture windows, bay windows and sky lights).
- Windows must be free of signs of severe deterioration, missing or broken out panes, and are reasonably weather tight. A severely deteriorated window is a window that allows outside elements to enter (i.e., wind, rain, and snow).

#### SECURITY

- All windows and doors accessible from the outside must be lockable. All windows 6 feet or less from the ground must be lockable.
- All windows and door locks must be secure and operable.
- Exterior doors must have secure hinges, operable locking mechanism, striker plate and door frame with no signs of weakness (cracks, holes, and/or damage).

#### CEILINGS/WALLS/FLOORS

- Ceilings/walls/floors must be structurally sound and weather tight. Must not have damage that allows any drafts to enter the unit.
- No signs of severe bulging, buckling, major cracks, holes and missing parts, falling or in danger of falling loose surface material.
- Floor must be free from any threats to safety.
- Floors must be in a finished state (no plywood, raw wood or unsealed concrete).

#### DEFECTIVE PAINT

- If a unit is built before 1978 and has a child under the age of 6, interior/exterior surfaces must be visually assessed.
- Defective paint is any interior/exterior paint or other coating that is peeling, chipping, cracking, chalking, or any other paint or coating located on an interior or exterior surface/fixture that is otherwise damaged or separated from the substrate.
- All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., windowsills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements. Clearance is required.

 All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements.

#### KITCHEN

#### ELECTRICAL REQUIREMENTS

• At least one working outlet and one working permanently installed light fixture.

#### **STOVE/OVEN**

- Oven/stove installed with all burners working and all knobs must be present.
- Oven door opens, closes, and seals properly.
- One shelf is required inside oven.
- Baking and broiling elements must work on electric ovens.
- Handle must be secure.
- Must be level.

#### REFRIGERATOR

- Working refrigerator and freezer that maintains a temperature low enough so that food does not spoil over a reasonable period.
- Door gasket in good condition.
- Handle must be secure.
- One shelf required inside refrigerator.

#### SINK

- Permanently attached sink with hot and cold running water.
- No leaks in pipes or faucets.
- Must have a properly connected drain with a gas trap.
- Must have adequate water pressure.

#### BATHROOM

- One permanent ceiling/wall light fixture present and working.
- Permanently installed sink with hot and cold running water.
- Sink, tub/shower must be connected to an approvable water supply with an operating drain and has a gas trap.
- Toilet flushes properly. No leaks or blockage and is secured to floor or wall.
- Must have proper ventilation. An operable window or a working ventilation system that leads to the outside.
- Clean bathtub, toilet, tile, walls, floor, vanity, mirrors, medicine cabinet, and sink. No rust or mildew.

#### SMOKE DETECTOR

- Working smoke detector on each level of the unit and must be installed outside of each separate
- sleeping area in the immediate vicinity of the bedrooms, including basements but excluding crawl spaces and unfinished attics.
- If the unit is occupied by someone hearing impaired, there must be an approved alarm in the unit.

#### CARBON MONOXIDE DETECTOR

- Required if the unit has fossil fuel burning appliances, fireplace, or an attached garage.
- Carbon monoxide detection shall be installed in units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a fuelburning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom. A carbon monoxide detector shall be provided in an approved location near an enclosed garage.

#### All Secondary Rooms

 Closets, pantries, laundry rooms, and unfinished basements are inspected under same criteria as any other room in the unit.

#### OTHER INTERIOR HAZARDS

- Tripping hazards that are not part of permanent floor covering (i.e., cords on top of floor coverings).
- o Interior doors that are not operable or damaged.
- o Broken porcelain.
- Windows must stay up on their own when raised.
- Fire hazards (i.e., excessive grease in drip pans, combustible items and materials near water heaters and heat sources).

#### **BUILDING EXTERIOR**

- Exterior walls should be free of hazards that would allow the infiltration of air and vermin.
- Foundation must be free of cracks and damage to prevent entry of water and vermin.
- Secure decks, stairs, railings, roof, chimney, gutters, drains and flashing.
- Handrail is required when there are 4 or more consecutive steps, attached or detached from the building.
- Railings are required on porches, balconies, and landings that are 30 inches or higher from the ground.
- Roof must be structurally sound and with no evidence of serious buckling, sagging or leaks.
- o Trash bins/dumpster available for waste disposal.

#### HEATING AND PLUMBING

- Heating system must be permanently installed and free of hazards that exposes the family to potential for fire or exhaust fumes.
- Heating system must be capable of providing adequate heat to all habitable rooms in the dwelling.
- Unvented fuel burning devices are unacceptable.
- Hot water heaters must have a pressure relief valve and discharge line manufactured with approved plumbing material and is terminated no more than 6 inches above the floor, ground, waste receptor or floor drain.
  - Water heaters must be free from leaks, major corrosion, and exposed wires.
  - If water heater is gas, must be vented properly to the exterior.
- The unit must be served by an approvable public or private sanitary water supply.
- Plumbing has no major leaks, corrosion or conditions that would cause and indicate contamination of drinking water.

- Sewer connection must be connected to an approvable public or private disposal system and is free from sewer back-ups.
- o Cleanouts must be capped.

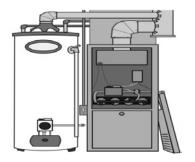
#### SITE AND NEIGHBORHOOD

- Site around the unit must be free of hazards (tripping hazards, damaged sidewalks, glass, nails, sink holes and overgrown and excessive growth of vegetation, etc.).
- o Damaged fencing, gates and sheds

#### MANUFACTURED HOMES

- Must pass same inspection criteria as any room in a house or apartment.
- Must be securely anchored by approved tie down devices.

# **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 securelyattached.

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<br>251; ASTM B 447 |
| Cross-linked polyethylene (PEX) plastic tubing  | ASTM F 876; ASTM F 877; CSA<br>B137.5           |
| Cross-linked polyethylene/aluminum/cross-linked<br>polyethylene (PEX-AL-PEX) pipe     | ASTM F 1281; ASTM F 2262;<br>CSA B137.10        |
| Cross-linked polyethylene/aluminum/high-density<br>polyethylene (PEX-AL-HDPE)         | ASTM F 1986                                     |
| Ductile iron pipe   | AWWA C151/A21.51; AWWA<br>C115/A21.15           |
| Galvanized steel pipe   | ASTM A 53                                       |
| Polyethylene/aluminum/polyethylene (PE-AL-PE)<br>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 for 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 life-threatening 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 theowner/landlord.
- Cooperate with the Owner by informing him/her of any necessaryrepairs.
- Notify OHFA of any known programviolations.

#### **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 evictionnotice.
- 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 thelease.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug, or violent criminalactivity.
- Sublease or let the unit or assign the lease or transfer theunit.
- 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 assistanceprogram.

# **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 programviolations
- 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 determinequalification.
- 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 professionalservice.

### **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 orrevision
- 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 housingprogram.
- Any member of the family commits drug-related criminal activity or violent criminalactivity.
- The family violates a Family Obligation of the VoucherProgram.
- 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 thehearing
- 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'sdetermination
- 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 ownexpense
- 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 thecase
- 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 anotherparty
- 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 locallaw
- Which exceed the authority of the person conducting thehearing

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 aremoving.
- 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 yourlease.
- 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 giveyour 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 by30 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 equalopportunity 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: <u>www.tinyurl.com/workforcecenters</u> 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: <u>www.okdhs.org</u> 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: <u>www.ohfa.org</u> or the Oklahoma Real Estate Commission's website: <u>http://tinyurl.com/landlordtenantokla</u>.

#### 2023-2024 Payment Standards Effective February 2, 2024

| County Name          | #        | 0 Bedoom   | 1 Bedroom  | 2 Bedroom   | 3 Bedroom    | 4 Bedroom    | 5 Bedroom           | 6 Bedroom    |
|----------------------|----------|------------|------------|-------------|--------------|--------------|---------------------|--------------|
| Adair<br>Alfalfa     | 61<br>1  | 740<br>744 | 745<br>745 | 980<br>980  | 1276<br>1369 | 1305<br>1663 | <u>1501</u><br>1912 | 1697<br>2162 |
| Atoka                | 39       | 744        | 745        | 980         | 1305         | 1305         | 1512                | 1697         |
| Beaver               | 2        | 744        | 766        | 980         | 1241         | 1461         | 1681                | 1900         |
| Beckham              | 3        | 804        | 805        | 1058        | 1279         | 1540         | 1771                | 2002         |
| Blaine               | 4        | 744        | 759        | 980         | 1184         | 1663         | 1912                | 2162         |
| Bryan                | 40       | 785        | 789        | 1038        | 1384         | 1555         | 1788                | 2022         |
| Caddo                | 16       | 702        | 745        | 980         | 1184         | 1313         | 1510                | 1707         |
| Canadian             | 28       | 906        | 972        | 1200        | 1599         | 1765         | 2030                | 2295         |
| Carter<br>Cherokee   | 17<br>62 | 817<br>788 | 822<br>794 | 1081<br>987 | 1355<br>1258 | 1621<br>1315 | 1864<br>1512        | 2107<br>1710 |
| Choctaw              | 41       | 788        | 794        | 987         | 1258         | 1315         | 1512                | 1/10         |
| Cimarron             | 5        | 744        | 766        | 980         | 1381         | 1426         | 1640                | 1854         |
| Cleveland            | 29       | 906        | 972        | 1200        | 1599         | 1765         | 2030                | 2295         |
| Coal                 | 42       | 744        | 745        | 980         | 1312         | 1565         | 1800                | 2034         |
| Comanche             | 18       | 783        | 788        | 1012        | 1425         | 1717         | 1974                | 2232         |
| Cotton               | 19       | 759        | 763        | 980         | 1184         | 1305         | 1501                | 1697         |
| Craig                | 63       | 765        | 766        | 1007        | 1318         | 1342         | 1543                | 1744         |
| Creek                | 76       | 917        | 990        | 1240        | 1637         | 1906         | 2192                | 2478         |
| Custer               | 6        | 750        | 765        | 987         | 1391         | 1522         | 1750                | 1979         |
| Delaware<br>Dewev    | 64<br>7  | 797<br>744 | 798<br>745 | 1049<br>980 | 1268<br>1381 | 1630<br>1653 | <u>1874</u><br>1901 | 2119<br>2149 |
| Jewey<br>Ellis       | 8        | 744 779    | 839        | 980         | 1381         | 1493         | 1901                | 1941         |
| Garfield             | 70       | 818        | 836        | 1028        | 1240         | 1495         | 1681                | 1941         |
| Garvin               | 30       | 741        | 745        | 980         | 1274         | 1611         | 1853                | 2094         |
| Grady                | 31       | 664        | 745        | 980         | 1289         | 1615         | 1858                | 2100         |
| Grant                | 9        | 744        | 745        | 980         | 1243         | 1426         | 1640                | 1854         |
| Greer                | 20       | 744        | 752        | 980         | 1381         | 1426         | 1640                | 1854         |
| larmon               | 21       | 744        | 766        | 980         | 1184         | 1426         | 1640                | 1854         |
| larper               | 10       | 744        | 766        | 980         | 1294         | 1426         | 1640                | 1854         |
| laskell              | 52       | 664        | 745        | 980         | 1233         | 1520         | 1748                | 1976         |
| lughes<br>ackson     | 53<br>22 | 744<br>744 | 748<br>745 | 980<br>980  | 1266<br>1269 | 1630<br>1582 | 1874<br>1820        | 2119<br>2057 |
| efferson             | 22       | 744        | 745        | 980         | 1331         | 1663         | 1912                | 2037         |
| lohnston             | 43       | 744        | 849        | 980         | 1320         | 1426         | 1640                | 1854         |
| (ay                  | 71       | 664        | 745        | 980         | 1299         | 1318         | 1516                | 1714         |
| Kingfisher           | 32       | 779        | 781        | 1026        | 1423         | 1633         | 1878                | 2123         |
| Kiowa                | 24       | 744        | 745        | 980         | 1184         | 1397         | 1607                | 1816         |
| latimer              | 44       | 744        | 745        | 980         | 1184         | 1514         | 1741                | 1969         |
| Le Flore             | 45       | 776        | 782        | 980         | 1336         | 1390         | 1598                | 1807         |
| lincoln              | 33       | 842        | 848        | 980         | 1316         | 1321         | 1519                | 1717         |
| Logan                | 34       | 906        | 972        | 1200        | 1599         | 1765         | 2030                | 2295         |
| .ove<br>Vajor        | 46       | 770        | 864<br>745 | 1014<br>980 | 1226<br>1212 | 1388<br>1426 | 1596<br>1640        | 1804<br>1854 |
| Marshall             | 47       | 744        | 745        | 980         | 1212         | 1305         | 1501                | 1697         |
| Vayes                | 65       | 744        | 745        | 980         | 1265         | 1474         | 1695                | 1916         |
| VicClain             | 35       | 906        | 972        | 1200        | 1599         | 1765         | 2030                | 2295         |
| McCurtain            | 48       | 675        | 785        | 980         | 1302         | 1541         | 1772                | 2003         |
| McIntosh             | 54       | 664        | 809        | 980         | 1381         | 1426         | 1640                | 1854         |
| Murray               | 49       | 757        | 762        | 1002        | 1212         | 1493         | 1717                | 1941         |
| Muskogee             | 55       | 753        | 759        | 996         | 1262         | 1618         | 1860                | 2103         |
| Noble                | 72       | 744        | 873        | 980         | 1381         | 1663         | 1912                | 2162         |
| Nowata<br>Okfuskee   | 66<br>56 | 744<br>744 | 745<br>873 | 980<br>980  | 1278<br>1223 | 1426<br>1568 | 1640<br>1804        | 1854<br>2039 |
| Oktuskee<br>Oklahoma | 36       | 906        | 873<br>972 | 980         | 1223         | 1568         | 2030                | 2039         |
| Okmulgee             | 57       | 745        | 751        | 980         | 1335         | 1765         | 1664                | 1882         |
| Dsage                | 73       | 917        | 990        | 1240        | 1637         | 1906         | 2192                | 2478         |
| Ottawa               | 67       | 669        | 745        | 980         | 1219         | 1346         | 1548                | 1750         |
| awnee                | 74       | 664        | 772        | 980         | 1294         | 1663         | 1912                | 2162         |
| ayne                 | 37       | 818        | 883        | 1073        | 1512         | 1673         | 1924                | 2175         |
| Pittsburg            | 58       | 729        | 809        | 991         | 1217         | 1611         | 1853                | 2094         |
| Pontotoc             | 50       | 793        | 798        | 1049        | 1334         | 1398         | 1607                | 1817         |
| Pottawatomie         | 38       | 682        | 774        | 1005        | 1326         | 1508         | 1734                | 1960         |
| Pushmataha           | 51       | 664        | 838        | 980         | 1381         | 1626         | 1871                | 2115         |
| Roger Mills          | 12<br>68 | 744<br>917 | 766<br>990 | 980<br>1240 | 1184<br>1637 | 1426<br>1906 | 1640<br>2192        | 1854<br>2478 |
| Rogers<br>Seminole   | 59       | 664        | 775        | 980         | 1637         | 1906         | 1643                | 1857         |
| equoyah              | 60       | 741        | 745        | 980         | 1344         | 1428         | 1818                | 2054         |
| Stephens             | 25       | 807        | 812        | 980         | 1344         | 1580         | 1817                | 2054         |
| Texas                | 13       | 880        | 885        | 1089        | 1316         | 1848         | 2125                | 2402         |
| fillman              | 26       | 744        | 873        | 980         | 1270         | 1516         | 1744                | 1971         |

#### 2023-2024 Payment Standards Effective February 2, 2024

| County Name | #  | 0 Bedoom | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | 5 Bedroom | 6 Bedroom |
|-------------|----|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Tulsa       | 77 | 917      | 990       | 1240      | 1637      | 1906      | 1921      | 2478      |
| Wagoner     | 69 | 917      | 990       | 1240      | 1637      | 1906      | 2192      | 2478      |
| Washington  | 75 | 744      | 867       | 980       | 1379      | 1480      | 1702      | 1924      |
| Washita     | 27 | 744      | 873       | 980       | 1225      | 1492      | 1716      | 1940      |
| Woods       | 14 | 781      | 837       | 1028      | 1244      | 1497      | 1721      | 1946      |
| Woodward    | 15 | 839      | 840       | 1104      | 1395      | 1874      | 2155      | 2436      |
|             |    |          |           |           |           |           |           |           |

| Enid, OK MSA             |                 |       |       |       |       |       |   |       |       |
|--------------------------|-----------------|-------|-------|-------|-------|-------|---|-------|-------|
| FY 2023 MFI: \$83,700    | EXTR LOW INCOME | 16550 | 19720 | 24860 | 30000 | 35140 | 40280                                   | 45420 | 50560 |
| Garfield County          | VERY LOW INCOME | 27550 | 31450 | 35400 | 39300 | 42450 | 45600                                   | 48750 | 51900 |
|                          | LOW-INCOME      | 44050 | 50350 | 56650 | 62900 | 67950 | 73000                                   | 78000 | 83050 |
| Fort Smith, AR-OK MSA    |                 |       |       |       |       |       |   |       |       |
|                          |                 |       |       |       |       |       |   |       |       |
| Fort Smith, AR-OK HMFA   |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$65,700    | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 34700 | 37250                                   | 39850 | 42400 |
| Sequoyah County          | VERY LOW INCOME | 22500 | 25700 | 28900 | 32100 | 34700 | 37250                                   | 39850 | 42400 |
| Lawton, OK MSA           | LOW-INCOME      | 35950 | 41100 | 46250 | 51350 | 55500 | 59600                                   | 63700 | 67800 |
| Lawcon, OK MSA           |                 |       |       |       |       |       |   |       |       |
| Cotton County, OK HMFA   |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$79,500    | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 40150                                   | 42950 | 45700 |
|                          | VERY LOW INCOME | 24250 | 27700 | 31150 | 34600 | 37400 | 40150                                   | 42950 | 45700 |
|                          | LOW-INCOME      | 38750 | 44300 | 49850 | 55350 | 59800 | 64250                                   | 68650 | 73100 |
| Lawton, OK HMFA          |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$70,800    | EXTR LOW INCOME | 14900 | 19720 | 24860 | 30000 | 35140 | 40280                                   | 43900 | 46750 |
| Comanche County          | VERY LOW INCOME | 24800 | 28350 | 31900 | 35400 | 38250 | 41100                                   | 43900 | 46750 |
|                          | LOW-INCOME      | 39700 | 45350 | 51000 | 56650 | 61200 | 65750                                   | 70250 | 74800 |
| Oklahoma City, OK MSA    |                 |       |       |       |       |       |   |       |       |
| Grady County, OK HMFA    |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$90,900    | EXTR LOW INCOME | 18000 | 20600 | 24860 | 30000 | 35140 | 40280                                   | 45420 | 50560 |
| FI 2025 MFI: \$90,900    | VERY LOW INCOME | 30000 | 34300 | 38600 | 42850 | 46300 | 49750                                   | 53150 | 56600 |
|                          | LOW-INCOME      | 48000 | 54850 | 61700 | 68550 | 74050 | 79550                                   | 85050 | 90500 |
| Lincoln County, OK HMFA  | HOW INCOME      | 10000 | 54050 | 01/00 | 00550 | /1050 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 05050 | 20200 |
| FY 2023 MFI: \$76,600    | EXTR LOW INCOME | 15750 | 19720 | 24860 | 30000 | 35140 | 40280                                   | 45420 | 49400 |
|                          | VERY LOW INCOME | 26200 | 29950 | 33700 | 37400 | 40400 | 43400                                   | 46400 | 49400 |
|                          | LOW-INCOME      | 41900 | 47900 | 53900 | 59850 | 64650 | 69450                                   | 74250 | 79050 |
| Oklahoma City, OK HMFA   |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$86,000    | EXTR LOW INCOME | 18100 | 20650 | 24860 | 30000 | 35140 | 40280                                   | 45420 | 50560 |
| Canadian, Cleveland,     | VERY LOW INCOME | 30100 | 34400 | 38700 | 43000 | 46450 | 49900                                   | 53350 | 56800 |
| Logan, McClain, OK       | LOW-INCOME      | 48200 | 55050 | 61950 | 68800 | 74350 | 79850                                   | 85350 | 90850 |
|                          |                 |       |       |       |       |       |   |       |       |
| Tulsa, OK MSA            |                 |       |       |       |       |       |   |       |       |
| Okmulgee County, OK HMFA |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$66,600    | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750                                   | 42500 | 45250 |
|                          | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750                                   | 42500 | 45250 |
|                          | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600                                   | 68000 | 72350 |
| Pawnee County, OK HMFA   |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$72,700    | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750                                   | 42500 | 45250 |
|                          | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750                                   | 42500 | 45250 |
|                          | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600                                   | 68000 | 72350 |
| Tulsa, OK HMFA           |                 |       |       |       |       |       |   |       |       |
| FY 2023 MFI: \$85,400    | EXTR LOW INCOME | 17900 | 20450 | 24860 | 30000 | 35140 | 40280                                   | 45420 | 50560 |
| Creek, Osage, Rogers     | VERY LOW INCOME | 29850 | 34100 | 38350 | 42600 | 46050 | 49450                                   | 52850 | 56250 |
| Tulsa, Wagoner           | LOW-INCOME      | 47750 | 54550 | 61350 | 68150 | 73650 | 79100                                   | 84550 | 90000 |
|                          |                 |       |       |       |       |       |   |       |       |

| Adair County, OK                      |                               |                |                |                |                |                |                |                |                |
|---------------------------------------|-------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| FY 2023 MFI: \$54,200                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
| · · · · · · · · · · · · · · · · · · · | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Alfalfa County, OK                    |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$87,200                 | EXTR LOW INCOME               | 17700          | 20200          | 24860          | 30000          | 35140          | 40280          | 45420          | 50560          |
|                                       | VERY LOW INCOME               | 29500          | 33700          | 37900          | 42100          | 45500          | 48850          | 52250          | 55600          |
|                                       | LOW-INCOME                    | 47150          | 53900          | 60650          | 67350          | 72750          | 78150          | 83550          | 88950          |
| Atoka County, OK                      |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$63,200                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Beaver County, OK                     |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$75,200                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Beckham County, OK                    |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$76,800                 | EXTR LOW INCOME               | 14900          | 19720          | 24860          | 30000          | 35140          | 40280          | 43900          | 46750          |
|                                       | VERY LOW INCOME               | 24800          | 28350          | 31900          | 35400          | 38250          | 41100          | 43900          | 46750          |
|                                       | LOW-INCOME                    | 39700          | 45350          | 51000          | 56650          | 61200          | 65750          | 70250          | 74800          |
| Blaine County, OK                     |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$70,200                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Bryan County, OK                      |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$67,100                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Caddo County, OK                      | EVED LOW THOME                | 14590          | 10700          | 24960          | 20000          | 25140          | 20750          | 42500          | 45250          |
| FY 2023 MFI: \$67,000                 | EXTR LOW INCOME               | 14580<br>24000 | 19720<br>27400 | 24860<br>30850 | 30000          | 35140<br>37000 | 39750<br>39750 | 42500<br>42500 | 45250<br>45250 |
|                                       | VERY LOW INCOME<br>LOW-INCOME | 38400          | 43850          | 49350          | 34250<br>54800 | 59200          | 63600          | 42500<br>68000 | 45250<br>72350 |
| Carter County, OK                     | LOW-INCOME                    | 38400          | 43050          | 49350          | 54800          | 59200          | 03000          | 00000          | /2350          |
| FY 2023 MFI: \$74,500                 | EXTR LOW INCOME               | 15550          | 19720          | 24860          | 30000          | 35140          | 40280          | 45420          | 48850          |
| FI 2025 MFI: \$74,500                 | VERY LOW INCOME               | 25900          | 29600          | 33300          | 37000          | 40000          | 42950          | 45900          | 48850          |
|                                       | LOW-INCOME                    | 41450          | 47400          | 53300          | 59200          | 63950          | 68700          | 73450          | 78150          |
| Cherokee County, OK                   | HOW INCOME                    | 11150          | 1/100          | 55500          | 55200          | 03330          | 00700          | /5450          | 70130          |
| FY 2023 MFI: \$68,000                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Choctaw County, OK                    |                               | 00100          |                |                | 01000          | 00200          |                |                |                |
| FY 2023 MFI: \$63,400                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Cimarron County, OK                   |                               |                |                | '              |                |                |                |                |                |
| FY 2023 MFI: \$71,000                 | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|                                       | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|                                       | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
|                                       |                               |                |                |                |                |                |                |                |                |

| Coal County, OK                            |                               |                |                |                |                |                |                |                |                |
|--|-------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| FY 2023 MFI: \$59,600                      | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|  | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|  | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Craig County, OK                           |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$57,200                      | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|  | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|  | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Custer County, OK                          |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$81,800                      | EXTR LOW INCOME               | 15150          | 19720          | 24860          | 30000          | 35140          | 40280          | 44650          | 47550          |
|  | VERY LOW INCOME               | 25200          | 28800          | 32400          | 36000          | 38900          | 41800          | 44650          | 47550          |
|  | LOW-INCOME                    | 40350          | 46100          | 51850          | 57600          | 62250          | 66850          | 71450          | 76050          |
| Delaware County, OK                        |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$66,100                      | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|  | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|  | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Dewey County, OK                           |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$73,300                      | EXTR LOW INCOME               | 15400          | 19720          | 24860          | 30000          | 35140          | 40280          | 45420          | 48400          |
|  | VERY LOW INCOME               | 25700          | 29350          | 33000          | 36650          | 39600          | 42550          | 45450          | 48400          |
|  | LOW-INCOME                    | 41100          | 46950          | 52800          | 58650          | 63350          | 68050          | 72750          | 77450          |
| Ellis County, OK                           |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$76,700                      | EXTR LOW INCOME               | 16100          | 19720          | 24860          | 30000          | 35140          | 40280          | 45420          | 50560          |
|  | VERY LOW INCOME               | 26850          | 30700          | 34550          | 38350          | 41450          | 44500          | 47600          | 50650          |
|  | LOW-INCOME                    | 42950          | 49100          | 55250          | 61350          | 66300          | 71200          | 76100          | 81000          |
| Garvin County, OK                          |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$66,500                      | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
|  | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|  | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
| Grant County, OK                           |                               |                |                |                |                |                |                |                |                |
| FY 2023 MFI: \$79,200                      | EXTR LOW INCOME               | 16650          | 19720          | 24860          | 30000          | 35140          | 40280          | 45420          | 50560          |
|  | VERY LOW INCOME               | 27750          | 31700          | 35650          | 39600          | 42800          | 45950          | 49150          | 52300          |
|  | LOW-INCOME                    | 44350          | 50700          | 57050          | 63350          | 68450          | 73500          | 78600          | 83650          |
| Greer County, OK                           |                               | 14500          | 10000          | 04060          | 20000          | 25140          | 20850          | 40500          | 45050          |
| FY 2023 MFI: \$66,400                      | EXTR LOW INCOME               | 14580<br>24000 | 19720<br>27400 | 24860<br>30850 | 30000<br>34250 | 35140<br>37000 | 39750<br>39750 | 42500<br>42500 | 45250<br>45250 |
|  | VERY LOW INCOME<br>LOW-INCOME | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 42500<br>68000 | 45250          |
| Harmon Gaustia OK                          | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | /2350          |
| Harmon County, OK<br>FY 2023 MFI: \$71,300 | EXTR LOW INCOME               | 14750          | 19720          | 24860          | 30000          | 35140          | 40280          | 43550          | 46350          |
| FI 2023 MFI: \$71,300                      | VERY LOW INCOME               | 24600          | 28100          | 31600          | 35100          | 37950          | 40750          | 43550          | 46350          |
|  | LOW-INCOME                    | 39350          | 44950          | 50550          | 56150          | 60650          | 65150          | 69650          | 74150          |
| Harper County, OK                          | LOW-INCOME                    | 39350          | 44950          | 50550          | 20120          | 00050          | 03130          | 09050          | 74150          |
| FY 2023 MFI: \$75,400                      | EXTR LOW INCOME               | 15850          | 19720          | 24860          | 30000          | 35140          | 40280          | 45420          | 49800          |
| FI 2025 MFI: \$75,400                      | VERY LOW INCOME               | 26400          | 30200          | 33950          | 37700          | 40750          | 40280          | 46750          | 49800          |
|  | LOW-INCOME                    | 42250          | 48250          | 54300          | 60300          | 65150          | 69950          | 74800          | 79600          |
| Haskell County, OK                         | TOW-INCOMP                    | 12230          | 10250          | 54500          | 00500          | 03130          | 02250          | / 1000         | 73000          |
| FY 2023 MFI: \$63,500                      | EXTR LOW INCOME               | 14580          | 19720          | 24860          | 30000          | 35140          | 39750          | 42500          | 45250          |
| 11 1010 Int. \$00,500                      | VERY LOW INCOME               | 24000          | 27400          | 30850          | 34250          | 37000          | 39750          | 42500          | 45250          |
|  | LOW-INCOME                    | 38400          | 43850          | 49350          | 54800          | 59200          | 63600          | 68000          | 72350          |
|  |                               |                |                |                |                |                |                |                |                |

| Hughes County, OK      |                 |       |       |       |       |       |       |       |       |
|------------------------|-----------------|-------|-------|-------|-------|-------|-------|-------|-------|
| FY 2023 MFI: \$58,200  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
|                        | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Jackson County, OK     |                 | 50100 | 15050 | 19990 | 51000 | 55200 | 00000 | 00000 | /2000 |
| FY 2023 MFI: \$75,500  | EXTR LOW INCOME | 14750 | 19720 | 24860 | 30000 | 35140 | 40280 | 43550 | 46350 |
| 11 2023 1111 \$7,57500 | VERY LOW INCOME | 24600 | 28100 | 31600 | 35100 | 37950 | 40750 | 43550 | 46350 |
|                        | LOW-INCOME      | 39350 | 44950 | 50550 | 56150 | 60650 | 65150 | 69650 | 74150 |
| Jefferson County, OK   | HOW INCOME      | 33330 | 11550 | 50550 | 50150 | 00050 | 05150 | 05050 | /1150 |
| FY 2023 MFI: \$59,400  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| 11 2025 M11. \$55,400  | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Johnston County, OK    | HOW INCOME      | 50100 | 15050 | 19550 | 51000 | 55200 | 05000 | 00000 | /2550 |
| FY 2023 MFI: \$63,400  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| FI 2025 MFI. \$05,400  | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Kay County, OK         | LOW-INCOME      | 38400 | 43830 | 49330 | 54800 | 59200 | 03000 | 08000 | 12350 |
| FY 2023 MFI: \$68,100  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| FI 2023 MFI: \$08,100  | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Kingfisher County, OK  | LOW-INCOME      | 38400 | 43830 | 49330 | 54800 | 59200 | 03000 | 08000 | 12350 |
| FY 2023 MFI: \$78,100  | EXTR LOW INCOME | 16450 | 19720 | 24860 | 30000 | 35140 | 40280 | 45420 | 50560 |
| FI 2023 MFI: \$78,100  | VERY LOW INCOME | 27350 | 31250 | 35150 | 39050 | 42200 | 45300 | 48450 | 51550 |
|                        | LOW-INCOME      | 43750 | 50000 | 56250 | 62500 | 67500 | 72500 | 77500 | 82500 |
| Kiowa County, OK       | LOW-INCOME      | 43750 | 50000 | 50250 | 02500 | 07500 | 72500 | //500 | 82500 |
| FY 2023 MFI: \$60,000  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| FI 2023 MFI: \$60,000  | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Latimer County, OK     | LOW-INCOME      | 38400 | 73030 | 49330 | 54800 | 59200 | 03000 | 08000 | 12350 |
| FY 2023 MFI: \$60,900  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| FI 2023 MFI: \$00,900  | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Le Flore County, OK    | LOW-INCOME      | 38400 | 43830 | 49330 | 54800 | 59200 | 03000 | 08000 | 12350 |
| FY 2023 MFI: \$60,200  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| FI 2023 MFI: \$60,200  | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
| Love County, OK        | HOW-INCOME      | 30400 | 43030 | 49550 | 54000 | 59200 | 03000 | 00000 | 72550 |
| FY 2023 MFI: \$74,000  | EXTR LOW INCOME | 15150 | 19720 | 24860 | 30000 | 35140 | 40280 | 44650 | 47550 |
| FI 2025 MFI. \$74,000  | VERY LOW INCOME | 25200 | 28800 | 32400 | 36000 | 38900 | 41800 | 44650 | 47550 |
|                        | LOW-INCOME      | 40350 | 46100 | 51850 | 57600 | 62250 | 66850 | 71450 | 76050 |
| Major County, OK       | LOW-INCOME      | 40350 | 40100 | 21820 | 57000 | 02250 | 00850 | /1450 | 70050 |
| FY 2023 MFI: \$79,400  | EXTR LOW INCOME | 15600 | 19720 | 24860 | 30000 | 35140 | 40280 | 45420 | 48950 |
| FI 2025 MFI: 9/9,400   | VERY LOW INCOME | 25950 | 29650 | 33350 | 37050 | 40050 | 43000 | 45950 | 48950 |
|                        | LOW-INCOME      | 41550 | 47450 | 53400 | 59300 | 64050 | 68800 | 73550 | 78300 |
| Marshall County, OK    | TOW-THCOMP      | 41000 | 1/150 | 55400 | 55500 | 01030 | 00000 | 13330 | /0300 |
| FY 2023 MFI: \$60,900  | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140 | 39750 | 42500 | 45250 |
| 11 2025 HF1. 900,900   | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000 | 39750 | 42500 | 45250 |
|                        | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200 | 63600 | 68000 | 72350 |
|                        | TOW-THCOMP      | 20100 | 73030 | 79550 | 51000 | 55200 | 03000 | 00000 | 12550 |

| Mayes County, OK      |                 |       |       |        |       |       |       |       |       |
|-----------------------|-----------------|-------|-------|--------|-------|-------|-------|-------|-------|
| FY 2023 MFI: \$71,400 | EXTR LOW INCOME | 14850 | 19720 | 24860  | 30000 | 35140 | 40280 | 43750 | 46550 |
|                       | VERY LOW INCOME | 24700 | 28200 | 31750  | 35250 | 38100 | 40900 | 43750 | 46550 |
|                       | LOW-INCOME      | 39500 | 45150 | 50800  | 56400 | 60950 | 65450 | 69950 | 74450 |
| McCurtain County, OK  |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$62,500 | EXTR LOW INCOME | 14580 | 19720 | 24860  | 30000 | 35140 | 39750 | 42500 | 45250 |
|                       | VERY LOW INCOME | 24000 | 27400 | 30850  | 34250 | 37000 | 39750 | 42500 | 45250 |
|                       | LOW-INCOME      | 38400 | 43850 | 49350  | 54800 | 59200 | 63600 | 68000 | 72350 |
| McIntosh County, OK   |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$58,200 | EXTR LOW INCOME | 14580 | 19720 | 24860  | 30000 | 35140 | 39750 | 42500 | 45250 |
|                       | VERY LOW INCOME | 24000 | 27400 | 30850  | 34250 | 37000 | 39750 | 42500 | 45250 |
|                       | LOW-INCOME      | 38400 | 43850 | 49350  | 54800 | 59200 | 63600 | 68000 | 72350 |
| Murray County, OK     |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$74,000 | EXTR LOW INCOME | 15400 | 19720 | 24860  | 30000 | 35140 | 40280 | 45400 | 48350 |
|                       | VERY LOW INCOME | 25650 | 29300 | 32950  | 36600 | 39550 | 42500 | 45400 | 48350 |
|                       | LOW-INCOME      | 41000 | 46850 | 52700  | 58550 | 63250 | 67950 | 72650 | 77300 |
| Muskogee County, OK   |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$58,000 | EXTR LOW INCOME | 14580 | 19720 | 24860  | 30000 | 35140 | 39750 | 42500 | 45250 |
|                       | VERY LOW INCOME | 24000 | 27400 | 30850  | 34250 | 37000 | 39750 | 42500 | 45250 |
|                       | LOW-INCOME      | 38400 | 43850 | 49350  | 54800 | 59200 | 63600 | 68000 | 72350 |
| Noble County, OK      |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$81,400 | EXTR LOW INCOME | 16550 | 19720 | 24860  | 30000 | 35140 | 40280 | 45420 | 50560 |
|                       | VERY LOW INCOME | 27550 | 31450 | 35400  | 39300 | 42450 | 45600 | 48750 | 51900 |
|                       | LOW-INCOME      | 44050 | 50350 | 56650  | 62900 | 67950 | 73000 | 78000 | 83050 |
| Nowata County, OK     |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$64,500 | EXTR LOW INCOME | 14580 | 19720 | 24860  | 30000 | 35140 | 39750 | 42500 | 45250 |
|                       | VERY LOW INCOME | 24000 | 27400 | 30850  | 34250 | 37000 | 39750 | 42500 | 45250 |
|                       | LOW-INCOME      | 38400 | 43850 | 49350  | 54800 | 59200 | 63600 | 68000 | 72350 |
| Okfuskee County, OK   |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$57,400 | EXTR LOW INCOME | 14580 | 19720 | 24860  | 30000 | 35140 | 39750 | 42500 | 45250 |
|                       | VERY LOW INCOME | 24000 | 27400 | 30850  | 34250 | 37000 | 39750 | 42500 | 45250 |
|                       | LOW-INCOME      | 38400 | 43850 | 49350  | 54800 | 59200 | 63600 | 68000 | 72350 |
| Ottawa County, OK     |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$58,400 | EXTR LOW INCOME | 14580 | 19720 | 24860  | 30000 | 35140 | 39750 | 42500 | 45250 |
|                       | VERY LOW INCOME | 24000 | 27400 | 30850  | 34250 | 37000 | 39750 | 42500 | 45250 |
|                       | LOW-INCOME      | 38400 | 43850 | 49350  | 54800 | 59200 | 63600 | 68000 | 72350 |
| Payne County, OK      |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$72,500 | EXTR LOW INCOME | 14600 | 19720 | 24860  | 30000 | 35140 | 40200 | 43000 | 45750 |
|                       | VERY LOW INCOME | 24300 | 27750 | 31200  | 34650 | 37450 | 40200 | 43000 | 45750 |
|                       | LOW-INCOME      | 38850 | 44400 | 49950  | 55450 | 59900 | 64350 | 68800 | 73200 |
| Pittsburg County, OK  |                 |       |       |        |       |       |       |       |       |
| FY 2023 MFI: \$70,300 | EXTR LOW INCOME | 14800 | 19720 | 24860  | 30000 | 35140 | 40280 | 43600 | 46400 |
|                       | VERY LOW INCOME | 24650 | 28150 | 31650  | 35150 | 38000 | 40800 | 43600 | 46400 |
|                       | LOW-INCOME      | 39400 | 45000 | 50650  | 56250 | 60750 | 65250 | 69750 | 74250 |
| Pontotoc County, OK   |                 |       | 10500 | 040.55 |       |       | 40000 |       | 100   |
| FY 2023 MFI: \$78,300 | EXTR LOW INCOME | 15700 | 19720 | 24860  | 30000 | 35140 | 40280 | 45420 | 49250 |
|                       | VERY LOW INCOME | 26150 | 29850 | 33600  | 37300 | 40300 | 43300 | 46300 | 49250 |
|                       | LOW-INCOME      | 41800 | 47800 | 53750  | 59700 | 64500 | 69300 | 74050 | 78850 |

| Pottawatomie County, OK               |                 |       |       |       |       |                |       |       |       |
|---------------------------------------|-----------------|-------|-------|-------|-------|----------------|-------|-------|-------|
| FY 2023 MFI: \$74,300                 | EXTR LOW INCOME | 15300 | 19720 | 24860 | 30000 | 35140          | 40280 | 45150 | 48050 |
|                                       | VERY LOW INCOME | 25500 | 29150 | 32800 | 36400 | 39350          | 42250 | 45150 | 48050 |
|                                       | LOW-INCOME      | 40800 | 46600 | 52450 | 58250 | 62950          | 67600 | 72250 | 76900 |
| Pushmataha County, OK                 |                 |       |       |       |       |                |       |       |       |
| FY 2023 MFI: \$57,600                 | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140          | 39750 | 42500 | 45250 |
| · · · · · · · · · · · · · · · · · · · | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000          | 39750 | 42500 | 45250 |
|                                       | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200          | 63600 | 68000 | 72350 |
| Roger Mills County, OK                |                 |       |       |       |       |                |       |       |       |
| FY 2023 MFI: \$69,800                 | EXTR LOW INCOME | 14700 | 19720 | 24860 | 30000 | 35140          | 40280 | 43300 | 46100 |
|                                       | VERY LOW INCOME | 24450 | 27950 | 31450 | 34900 | 37700          | 40500 | 43300 | 46100 |
|                                       | LOW-INCOME      | 39100 | 44700 | 50300 | 55850 | 60350          | 64800 | 69300 | 73750 |
| Seminole County, OK                   |                 |       |       |       |       |                |       |       |       |
| FY 2023 MFI: \$54,100                 | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140          | 39750 | 42500 | 45250 |
|                                       | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000          | 39750 | 42500 | 45250 |
|                                       | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200          | 63600 | 68000 | 72350 |
| Stephens County, OK                   |                 | 50100 | 15050 | 19990 | 51000 | 55200          | 00000 |       | ,2000 |
| FY 2023 MFI: \$73,500                 | EXTR LOW INCOME | 14950 | 19720 | 24860 | 30000 | 35140          | 40280 | 44050 | 46900 |
| 11 2020 1111 \$7,57500                | VERY LOW INCOME | 24850 | 28400 | 31950 | 35500 | 38350          | 41200 | 44050 | 46900 |
|                                       | LOW-INCOME      | 39800 | 45450 | 51150 | 56800 | 61350          | 65900 | 70450 | 75000 |
| Texas County, OK                      |                 | 55000 | 15150 | 51150 | 50000 | 01000          | 00000 | ,0150 | ,5000 |
| FY 2023 MFI: \$74,900                 | EXTR LOW INCOME | 14950 | 19720 | 24860 | 30000 | 35140          | 40280 | 44050 | 46900 |
| 11 2020 III 1. <i>Q</i> , 1,900       | VERY LOW INCOME | 24850 | 28400 | 31950 | 35500 | 38350          | 41200 | 44050 | 46900 |
|                                       | LOW-INCOME      | 39800 | 45450 | 51150 | 56800 | 61350          | 65900 | 70450 | 75000 |
| Tillman County, OK                    | HOW INCOME      | 55000 | 15150 | 51150 | 50000 | 01000          | 05500 | 70450 | 75000 |
| FY 2023 MFI: \$59,900                 | EXTR LOW INCOME | 14580 | 19720 | 24860 | 30000 | 35140          | 39750 | 42500 | 45250 |
| 11 2025 M11. \$557,500                | VERY LOW INCOME | 24000 | 27400 | 30850 | 34250 | 37000          | 39750 | 42500 | 45250 |
|                                       | LOW-INCOME      | 38400 | 43850 | 49350 | 54800 | 59200          | 63600 | 68000 | 72350 |
| Washington County, OK                 | HOW INCOME      | 50100 | 15050 | 19990 | 54000 | 55200          | 05000 | 00000 | 72550 |
| FY 2023 MFI: \$78,500                 | EXTR LOW INCOME | 16500 | 19720 | 24860 | 30000 | 35140          | 40280 | 45420 | 50560 |
| 11 2025 M11. 0707500                  | VERY LOW INCOME | 27500 | 31400 | 35350 | 39250 | 42400          | 45550 | 48700 | 51850 |
|                                       | LOW-INCOME      | 44000 | 50250 | 56550 | 62800 | 67850          | 72850 | 77900 | 82900 |
| Washita County, OK                    | HOW INCOME      | 11000 | 50250 | 50550 | 02000 | 07050          | 72050 | 77500 | 02900 |
| FY 2023 MFI: \$74,800                 | EXTR LOW INCOME | 15750 | 19720 | 24860 | 30000 | 35140          | 40280 | 45420 | 49400 |
| 11 2025 M11. 0/4/000                  | VERY LOW INCOME | 26200 | 29950 | 33700 | 37400 | 40400          | 43400 | 46400 | 49400 |
|                                       | LOW-INCOME      | 41900 | 47900 | 53900 | 59850 | 64650          | 69450 | 74250 | 79050 |
| Woods County, OK                      | HOW INCOME      | 11900 | 17500 | 55500 | 55050 | 01050          | 09450 | /1250 | /2020 |
| FY 2023 MFI: \$85,300                 | EXTR LOW INCOME | 17950 | 20500 | 24860 | 30000 | 35140          | 40280 | 45420 | 50560 |
| FI 2025 MFI: \$65,500                 | VERY LOW INCOME | 29900 | 34150 | 38400 | 42650 | 46100          | 49500 | 52900 | 56300 |
|                                       | LOW-INCOME      | 47800 | 54600 | 61450 | 68250 | 73750          | 79200 | 84650 | 90100 |
| Woodward County, OK                   | TOM-THCOHE      | =/000 | 54000 | 01430 | 00250 | 13130          | 19200 | 04050 | 30100 |
| FY 2023 MFI: \$76,100                 | EXTR LOW INCOME | 16350 | 19720 | 24860 | 30000 | 35140          | 40280 | 45420 | 50560 |
| FI 2023 MFI: \$70,100                 | VERY LOW INCOME | 27200 | 31100 | 35000 | 38850 | 42000          | 45100 | 48200 | 51300 |
|                                       | LOW-INCOME      | 43550 | 49750 | 55950 | 62150 | 42000<br>67150 | 72100 | 77100 | 82050 |
|                                       | TOM-THCOHE      | 43330 | 49/30 | 22220 | 02130 | 0/130          | /2100 | //100 | 02030 |

Date: October 1, 2023

2700 Degree Days

|   |   |                   | RISE APAR  |   |                |   |        |
|---|---|-------------------|--|---|----------------|---|--------|
| UTILITY OR SI                                     | ERVICE  |                   | MO   | NTHLY DOLL  | AR ALLOWAN     | CES   |        |
|   |   | 0 BR              | 1 BR   | 2 BR  | 3 BR           | 4 BR  | 5BR    |
| HEATING:  | a. Natural Gas                                  | 39.00             | 45.00  | 55.00   | 61.00          | 71.00   | 81.00  |
|   | b. Bottle Gas                                   | 47.00             | 60.00  | 81.00   | 94.00          | 114.00  | 134.00 |
|   | c. Oil  | -0-               | -0-  | -0-   | -0-            | -0-   | -0-    |
|   | d. Electric                                     | 11.00             | 14.00  | 19.00   | 24.00          | 28.00   | 33.00  |
| COOKING:  | a. Natural Gas                                  | 10.00             | 11.00  | 14.00   | 17.00          | 18.00   | 21.00  |
|   | b. Electric                                     | 5.00              | 7.00   | 9.00  | 11.00          | 14.00   | 15.00  |
|   | c. Bottle Gas                                   | 20.00             | 23.00  | 29.00   | 35.00          | 38.00   | 44.00  |
| ELECTRIC LIG<br>REFRIGERATI                       | · · · · · · · · · · · · · · · · · · ·           | 28.00             | 30.00  | 34.00   | 36.00          | 37.00   | 38.00  |
| AIR CONDITIO                                      | NING  | 7.00              | 8.00   | 9.00  | 11.00          | 13.00   | 14.00  |
| WATER   | a. Natural Gas                                  | 15.00             | 21.00  | 25.00   | 30.00          | 34.00   | 38.00  |
| HEATING:  | b. Electric                                     | 13.00             | 17.00  | 21.00   | 26.00          | 30.00   | 34.00  |
|   | c. Bottle Gas                                   | 32.00             | 44.00  | 53.00   | 61.00          | 70.00   | 79.00  |
|   | d. Oil  | -0-               | -0-  | -0-   | -0-            | -0-   | -0-    |
| WATER   |   | 33.00             | 35.00  | 37.00   | 39.00          | 44.00   | 48.00  |
| SEWER   |   | 13.00             | 16.00  | 19.00   | 22.00          | 29.00   | 35.00  |
| TRASH   |   | 25.00             | 25.00  | 25.00   | 25.00          | 25.00   | 25.00  |
| RANGE   |   | 3.00              | 3.00   | 3.00  | 3.00           | 3.00  | 3.00   |
| REFRIGERATO                                       | )R  | 5.00              | 5.00   | 4.00  | 4.00           | 4.00  | 4.00   |
| OTHER   |   |                   |  |   |                |   |        |
|   |   |                   |  |   |                |   |        |
| ACTUAL H<br>APPLICABLE (                          | FAMILY ALLOWANCE                                | CS (To be used by | y family to comp<br>Utility or   |   | Complete below | w for Actual Un<br>Per N  |        |
| APPLICABLE (                                      |   | CS (To be used by |  | Service   | Complete below | Per N   | Ionth  |
| APPLICABLE (                                      | COUNTIES:<br>Cherokee, Choctaw,                 | ES (To be used by | Utility o  | r Service<br>NG   | Complete below |   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,                 | CS (To be used by | Utility of<br>HEATI<br>COOK  | r Service<br>NG   | Complete below | Per N   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | ES (To be used by | Utility of<br>HEATI<br>COOKI<br>OTHEN  | • Service<br>NG<br>ING  |                | Per N   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOKI<br>OTHEF<br>AIR CO  | Service<br>NG<br>ING<br>R ELECTRIC  |                | Per N   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOKI<br>OTHEF<br>AIR CO  | • Service<br>NG<br>ING<br>& ELECTRIC<br>ONDITIONING<br>R HEATING                              |                | Per M<br>\$<br>\$<br>\$<br>\$   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOK<br>OTHEN<br>AIR CO<br>WATE   | : Service<br>NG<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R                         |                | Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOK<br>OTHEN<br>AIR CO<br>WATE<br>SEWEN  | : Service<br>NG<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R                         | -              | Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOK<br>OTHEN<br>AIR CO<br>WATE<br>SEWEN  | Service<br>NG<br>ING<br>ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>E<br>COLLECTIO           | -              | Per M<br>\$\$<br>\$\$<br>\$\$<br>\$\$<br>\$\$   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOKI<br>OTHEN<br>AIR CO<br>WATEI<br>WATEI<br>SEWEN<br>TRASH<br>RANGI           | Service<br>NG<br>ING<br>ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>E<br>COLLECTIO           | -              | Per M<br>\$   | Ionth  |
| APPLICABLE (<br>Bryan, Carter,<br>Jefferson, Love | COUNTIES:<br>Cherokee, Choctaw,<br>e, Marshall, | CS (To be used by | Utility of<br>HEATI<br>COOKI<br>OTHEH<br>AIR CO<br>WATEI<br>WATEI<br>SEWEH<br>TRASH<br>RANGI<br>REFRIG | Service<br>NG<br>ING<br>ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>R<br>↓<br>COLLECTIO<br>E | -              | Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | Ionth  |

## Date: October 1, 2023

2700 Degree Days

|   |   | UNIT  | YPE: MOBI  | LE HOME   |               |  |                     |
|---|---|-------|--|---|---------------|--|---------------------|
| UTILITY OR SI   | ERVICE  |       | MO   | NTHLY DOLL  | AR ALLOWAN    | ICES   |                     |
|   |   | 0 BR  | 1 BR   | 2 BR  | 3 BR          | 4 BR   | 5BR                 |
| HEATING:  | a. Natural Gas  | 53.00 | 61.00  | 75.00   | 83.00         | 97.00  | 109.00              |
|   | b. Bottle Gas   | 63.00 | 82.00  | 109.00  | 128.00        | 154.00   | 182.00              |
|   | c. Oil  | -0-   | -0-  | -0-   | -0-           | -0-  | -0-                 |
|   | d. Electric   | 15.00 | 20.00  | 25.00   | 32.00         | 38.00  | 45.00               |
| COOKING:  | a. Natural Gas  | 10.00 | 11.00  | 14.00   | 17.00         | 18.00  | 21.00               |
|   | b. Electric   | 5.00  | 7.00   | 9.00  | 11.00         | 14.00  | 15.00               |
|   | c. Bottle Gas   | 20.00 | 23.00  | 29.00   | 35.00         | 38.00  | 44.00               |
| ELECTRIC LIC<br>REFRIGERATI   | -   | 28.00 | 30.00  | 34.00   | 36.00         | 37.00  | 38.00               |
| AIR CONDITIC  | DNING   | 9.00  | 10.00  | 13.00   | 15.00         | 17.00  | 20.00               |
| WATER   | a. Natural Gas  | 15.00 | 21.00  | 25.00   | 30.00         | 34.00  | 38.00               |
| HEATING:  | b. Electric   | 13.00 | 17.00  | 21.00   | 26.00         | 30.00  | 34.00               |
|   | c. Bottle Gas   | 32.00 | 44.00  | 53.00   | 61.00         | 70.00  | 79.00               |
|   | d. Oil  | -0-   | -0-  | -0-   | -0-           | -0-  | -0-                 |
| WATER   |   | 33.00 | 35.00  | 37.00   | 39.00         | 44.00  | 48.00               |
| SEWER   |   | 13.00 | 16.00  | 19.00   | 22.00         | 29.00  | 35.00               |
| TRASH   |   | 25.00 | 25.00  | 25.00   | 25.00         | 25.00  | 25.00               |
| RANGE   |   | 3.00  | 3.00   | 3.00  | 3.00          | 3.00   | 3.00                |
| IUNIOL  |   |       |  |   |               |  |                     |
|   | OR  | 5.00  | 5.00   | 4.00  | 4.00          | 4.00   | 4.00                |
| REFRIGERATO   | OR  | 5.00  | 5.00   | 4.00  | 4.00          | 4.00   | 4.00                |
| REFRIGERATO<br>OTHER<br>ACTUAL I  | FAMILY ALLOWANCE  |       | y family to com  | pute allowance.   |               | w for Actual Un  | it Rented)          |
| REFRIGERATO<br>OTHER  | FAMILY ALLOWANCE  |       | y family to com  |   |               | w for Actual Un  |                     |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE (                                      | FAMILY ALLOWANCE  |       | y family to com  | pute allowance.<br>r Service  |               | w for Actual Un<br>Per M<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE (                                      | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,                 |       | y family to com<br>Utility o   | pute allowance.<br>r Service<br>ING   |               | w for Actual Un<br>Per M<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,                 |       | y family to com<br>Utility o<br>HEAT<br>COOK   | pute allowance.<br>r Service<br>ING   |               | w for Actual Un<br>Per M<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE   | pute allowance.<br>r Service<br>ING<br>ING  | Complete belo | w for Actual Un<br>Per M<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE<br>AIR C  | pute allowance.<br>r Service<br>ING<br>ING<br>R ELECTRIC  | Complete belo | w for Actual Un<br>Per M<br>\$<br>\$<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE<br>AIR C  | pute allowance.<br>r Service<br>ING<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING                        | Complete belo | w for Actual Un<br>Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEATI<br>COOK<br>OTHE<br>AIR CO<br>WATE  | pute allowance.<br>r Service<br>ING<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R                   | Complete belo | w for Actual Un<br>Per M<br>S<br>S<br>S<br>S<br>S<br>S<br>S  | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE<br>AIR CO<br>WATE<br>WATE<br>SEWE                           | pute allowance.<br>r Service<br>ING<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R                   | Complete belo | w for Actual Un<br>Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$   | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE<br>AIR CO<br>WATE<br>WATE<br>SEWE                           | pute allowance.<br>r Service<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>R<br>R                | Complete belo | w for Actual Un<br>Per M<br>S<br>S<br>S<br>S<br>S<br>S<br>S<br>S<br>S<br>S<br>S  | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE<br>AIR CO<br>WATE<br>WATE<br>SEWE<br>TRASI<br>RANG          | pute allowance.<br>r Service<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>R<br>R                | Complete belo | w for Actual Un<br>Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | it Rented)<br>Month |
| REFRIGERATO<br>OTHER<br>ACTUAL I<br>APPLICABLE O<br>Bryan, Carter,<br>Jefferson, Lovo | FAMILY ALLOWANCE<br>COUNTIES:<br>, Cherokee, Choctaw,<br>e, Marshall, |       | y family to com<br>Utility o<br>HEAT<br>COOK<br>OTHE<br>AIR CO<br>WATE<br>WATE<br>SEWE<br>TRASI<br>RANG<br>REFRI | pute allowance.<br>r Service<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>R<br>H COLLECTIO<br>E | Complete belo | w for Actual Un<br>Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | it Rented)<br>Month |

## Date: October 1, 2023

2700 Degree Days

| UTILITY OR SERVICE |  | MONTHLY DOLLAR ALLOWANCES  |  |  |   |   |  |  |
|--------------------|--|--|--|--|---|---|--|--|
|                    | 0 BR   | 1 BR   | 2 BR   | 3 BR   | 4 BR  | 5BR   |  |  |
| a. Natural Gas     | 46.00  | 53.00  | 65.00  | 72.00  | 84.00   | 95.00   |  |  |
| b. Bottle Gas      | 55.00  | 71.00  | 95.00  | 111.00   | 134.00  | 158.00  |  |  |
| c. Oil             | -0-  | -0-  | -0-  | -0-  | -0-   | -0-   |  |  |
| d. Electric        | 13.00  | 17.00  | 22.00  | 28.00  | 33.00   | 39.00   |  |  |
| a. Natural Gas     | 10.00  | 11.00  | 14.00  | 17.00  | 18.00   | 21.00   |  |  |
| b. Electric        | 5.00   | 7.00   | 9.00   | 11.00  | 14.00   | 15.00   |  |  |
| c. Bottle Gas      | 20.00  | 23.00  | 29.00  | 35.00  | 38.00   | 44.00   |  |  |
| ,                  | 28.00  | 30.00  | 34.00  | 36.00  | 37.00   | 38.00   |  |  |
| NING               | 8.00   | 9.00   | 11.00  | 13.00  | 15.00   | 17.00   |  |  |
| a. Natural Gas     | 15.00  | 21.00  | 25.00  | 30.00  | 34.00   | 38.00   |  |  |
| b. Electric        | 13.00  | 17.00  | 21.00  | 26.00  | 30.00   | 34.00   |  |  |
| c. Bottle Gas      | 32.00  | 44.00  | 53.00  | 61.00  | 70.00   | 79.00   |  |  |
| d. Oil             | -0-  | -0-  | -0-  | -0-  | -0-   | -0-   |  |  |
|                    | 33.00  | 35.00  | 37.00  | 39.00  | 44.00   | 48.00   |  |  |
|                    | 13.00  | 16.00  | 19.00  | 22.00  | 29.00   | 35.00   |  |  |
|                    | 25.00  | 25.00  | 25.00  | 25.00  | 25.00   | 25.00   |  |  |
|                    | 3.00   | 3.00   | 3.00   | 3.00   | 3.00  | 3.00  |  |  |
| R                  | 5.00   | 5.00   | 4.00   | 4.00   | 4.00  | 4.00  |  |  |
|                    |  |  |  |  |   |   |  |  |
|                    |  |  |  |  |   |   |  |  |
| AMILY ALLOWANCE    | S (To be used b  | y family to com  | pute allowance.  | Complete below   | w for Actual Un   | it Rented)  |  |  |
| COUNTIES:          |  | Utility o  | r Service  |  | Per N   | Ionth   |  |  |
|                    |  |  |  |  | •   |   |  |  |
| Cherokee, Choctaw, |  | HEAT   | ING  |  | \$  |   |  |  |
|                    |  | COOK   | ING  |  | \$  |   |  |  |
| ırray, Muskogee    |  | OTHE   | R ELECTRIC   |  | \$  |   |  |  |
|                    |  | AIR C  | ONDITIONING  | r  | \$  |   |  |  |
|                    |  | WATE   | R HEATING  |  | \$  |   |  |  |
|                    |  | WATE   | R  |  | \$  |   |  |  |
|                    |  | SEWE   | R  |  | \$  |   |  |  |
|                    |  | TRASI  | I COLLECTIO  | Ν  | \$  |   |  |  |
|                    |  | RANG   | E  |  | \$  |   |  |  |
|                    |  | REFRI  | GERATOR  |  | \$  |   |  |  |
|                    |  | OTHE   | R (Specify)  |  | \$  |   |  |  |
|                    |  |  |  |  |   |   |  |  |
|                    | b. Bottle Gas<br>c. Oil<br>d. Electric<br>a. Natural Gas<br>b. Electric<br>c. Bottle Gas<br>HTING,<br>ON, ETC.<br>NING<br>a. Natural Gas<br>b. Electric<br>c. Bottle Gas<br>d. Oil | b. Bottle Gas 55.00<br>c. Oil -0-<br>d. Electric 13.00<br>a. Natural Gas 10.00<br>b. Electric 5.00<br>c. Bottle Gas 20.00<br>HTING, 28.00<br>NING 8.00<br>a. Natural Gas 15.00<br>b. Electric 13.00<br>c. Bottle Gas 32.00<br>d. Oil -0-<br>33.00<br>C. Bottle Gas 32.00<br>d. Oil 5.00<br>C. Bottle Gas 32.00<br>d. Oil 5.00<br>C. Bottle Gas 32.00<br>d. Oil 5.00<br>C. Bottle Gas 300<br>C. Bottle Gas 32.00<br>C. Bot | b. Bottle Gas 55.00 71.00<br>c. Oil -0-<br>d. Electric 13.00 17.00<br>a. Natural Gas 10.00 11.00<br>b. Electric 5.00 7.00<br>c. Bottle Gas 20.00 23.00<br>HTTING, 28.00 30.00<br>MING 8.00 9.00<br>a. Natural Gas 15.00 21.00<br>b. Electric 13.00 17.00<br>c. Bottle Gas 32.00 44.00<br>d. Oil -0-<br>33.00 35.00<br>13.00 16.00<br>25.00 25.00<br>0.00<br>Cherokee, Choctaw,<br>c, Marshall,<br>Irray, Muskogee OTHE<br>AIR COK<br>WATE<br>SEWEI<br>TRASI<br>RANG<br>REFRI | b. Bottle Gas         55.00         71.00         95.00           c. Oil         -0-         -0-         -0-           d. Electric         13.00         17.00         22.00           a. Natural Gas         10.00         11.00         14.00           b. Electric         5.00         7.00         9.00           c. Bottle Gas         20.00         23.00         29.00           HTING,         28.00         30.00         34.00           NING         8.00         9.00         11.00           a. Natural Gas         15.00         21.00         25.00           b. Electric         13.00         17.00         21.00           c. Bottle Gas         32.00         44.00         53.00           d. Oil         -0-         -0-         -0-           33.00         35.00         37.00         13.00           13.00         16.00         19.00         25.00           25.00         25.00         25.00         25.00           3.00         3.00         3.00         3.00           DR         5.00         5.00         4.00 | b. Bottle Gas         55.00         71.00         95.00         111.00           c. Oil         -0-         -0-         -0-         -0-           d. Electric         13.00         17.00         22.00         28.00           a. Natural Gas         10.00         11.00         14.00         17.00           b. Electric         5.00         7.00         9.00         11.00           c. Bottle Gas         20.00         23.00         29.00         35.00           HTING,         28.00         30.00         34.00         36.00           NING         8.00         9.00         11.00         13.00           a. Natural Gas         15.00         21.00         25.00         30.00           b. Electric         13.00         17.00         21.00         26.00           c. Bottle Gas         32.00         44.00         53.00         61.00           d. Oil         -0-         -0-         -0-         -0-           25.00         25.00         25.00         25.00         25.00           33.00         3.00         3.00         3.00         3.00           D         25.00         25.00         25.00         25.00 | b. Bottle Gas         55.00         71.00         95.00         111.00         134.00           c. Oil         -0-         -0-         -0-         -0-         -0-           d. Electric         13.00         17.00         22.00         28.00         33.00           a. Natural Gas         10.00         11.00         14.00         17.00         18.00           b. Electric         5.00         7.00         9.00         11.00         14.00           c. Bottle Gas         20.00         23.00         29.00         35.00         38.00           HTING,         28.00         30.00         34.00         36.00         37.00           NING         8.00         9.00         11.00         13.00         15.00           a. Natural Gas         15.00         21.00         25.00         30.00         34.00           b. Electric         13.00         17.00         21.00         26.00         30.00         30.00           c. Bottle Gas         32.00         44.00         53.00         61.00         70.00         20.00           c. Bottle Gas         32.00         25.00         25.00         25.00         25.00         25.00         25.00         25.00 |  |  |

Date: October 1, 2023

## 3200 Degree Days

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

| UTILITY OR S                | ERVICE         |       | MO    | NTHLY DOLL | AR ALLOWAN | CES    |        |
|-----------------------------|----------------|-------|-------|------------|------------|--------|--------|
|                             |                | 0 BR  | 1 BR  | 2 BR       | 3 BR       | 4 BR   | 5BR    |
| HEATING:                    | a. Natural Gas | 43.00 | 50.00 | 62.00      | 70.00      | 81.00  | 93.00  |
|                             | b. Bottle Gas  | 56.00 | 71.00 | 95.00      | 111.00     | 135.00 | 159.00 |
|                             | c. Oil         | -0-   | -0-   | -0-        | -0-        | -0-    | -0-    |
|                             | d. Electric    | 13.00 | 17.00 | 22.00      | 28.00      | 33.00  | 39.00  |
| COOKING:                    | a. Natural Gas | 10.00 | 11.00 | 14.00      | 17.00      | 18.00  | 21.00  |
|                             | b. Electric    | 5.00  | 7.00  | 9.00       | 11.00      | 14.00  | 15.00  |
|                             | c. Bottle Gas  | 20.00 | 23.00 | 29.00      | 35.00      | 38.00  | 44.00  |
| ELECTRIC LIC<br>REFRIGERATI | = :=)          | 28.00 | 30.00 | 34.00      | 36.00      | 37.00  | 38.00  |
| AIR CONDITIO                | ONING          | 8.00  | 9.00  | 11.00      | 13.00      | 15.00  | 17.00  |
| WATER                       | a. Natural Gas | 15.00 | 21.00 | 25.00      | 30.00      | 34.00  | 38.00  |
| HEATING:                    | b. Electric    | 13.00 | 17.00 | 21.00      | 26.00      | 30.00  | 34.00  |
|                             | c. Bottle Gas  | 32.00 | 44.00 | 53.00      | 61.00      | 70.00  | 79.00  |
|                             | d. Oil         | -0-   | -0-   | -0-        | -0-        | -0-    | -0-    |
| WATER                       |                | 33.00 | 35.00 | 37.00      | 39.00      | 44.00  | 48.00  |
| SEWER                       |                | 13.00 | 16.00 | 19.00      | 22.00      | 29.00  | 35.00  |
| TRASH                       |                | 25.00 | 25.00 | 25.00      | 25.00      | 25.00  | 25.00  |
| RANGE                       |                | 3.00  | 3.00  | 3.00       | 3.00       | 3.00   | 3.00   |
| REFRIGERAT                  | OR             | 5.00  | 5.00  | 4.00       | 4.00       | 4.00   | 4.00   |
| 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, 2023

3200 Degree Days

| UTILITY OR S   |   | UNITT            | YPE: MOBI   | LE HOME  |                |                                  |            |
|--|---|------------------|---|--|----------------|----------------------------------|------------|
| e e  | ERVICE  |                  | MO  | THLY DOLLA   | AR ALLOWAN     | CES                              |            |
|  |   | 0 BR             | 1 BR  | 2 BR   | 3 BR           | 4 BR                             | 5BR        |
| HEATING:   | a. Natural Gas  | 58.00            | 68.00   | 84.00  | 94.00          | 109.00                           | 125.00     |
|  | b. Bottle Gas   | 76.00            | 97.00   | 129.00   | 151.00         | 183.00                           | 215.00     |
|  | c. Oil  | -0-              | -0-   | -0-  | -0-            | -0-                              | -0-        |
|  | d. Electric   | 17.00            | 23.00   | 30.00  | 38.00          | 45.00                            | 53.00      |
| COOKING:   | a. Natural Gas  | 10.00            | 11.00   | 14.00  | 17.00          | 18.00                            | 21.00      |
|  | b. Electric   | 5.00             | 7.00  | 9.00   | 11.00          | 14.00                            | 15.00      |
|  | c. Bottle Gas   | 20.00            | 23.00   | 29.00  | 35.00          | 38.00                            | 44.00      |
| ELECTRIC LIC<br>REFRIGERATI  |   | 28.00            | 30.00   | 34.00  | 36.00          | 37.00                            | 38.00      |
| AIR CONDITIO   | DNING   | 10.00            | 13.00   | 15.00  | 17.00          | 21.00                            | 23.00      |
| WATER  | a. Natural Gas  | 15.00            | 21.00   | 25.00  | 30.00          | 34.00                            | 38.00      |
| HEATING:   | b. Electric   | 13.00            | 17.00   | 21.00  | 26.00          | 30.00                            | 34.00      |
|  | c. Bottle Gas   | 32.00            | 44.00   | 53.00  | 61.00          | 70.00                            | 79.00      |
|  | d. Oil  | -0-              | -0-   | -0-  | -0-            | -0-                              | -0-        |
| WATER  |   | 33.00            | 35.00   | 37.00  | 39.00          | 44.00                            | 48.00      |
| SEWER  |   | 13.00            | 16.00   | 19.00  | 22.00          | 29.00                            | 35.00      |
| TRASH  |   | 25.00            | 25.00   | 25.00  | 25.00          | 25.00                            | 25.00      |
| RANGE  |   | 3.00             | 3.00  | 3.00   | 3.00           | 3.00                             | 3.00       |
| REFRIGERATO  | OR  | 5.00             | 5.00  | 4.00   | 4.00           | 4.00                             | 4.00       |
| OTHER  |   |                  |   |  |                |                                  |            |
|  |   |                  |   |  |                |                                  |            |
| ACTUAL I   | FAMILY ALLOWANCE  | S (To be used by | y family to com   | oute allowance.  | Complete below | w for Actual Un                  | it Rented) |
|  | COUNTIES:   |                  | Utility o   | Service  |                | Per M                            | Ionth      |
| AFFLICADLE   |   |                  |   |  |                |                                  |            |
| AFFLICABLE   |   |                  |   |  |                |                                  |            |
|  | omanche, Cotton,  |                  | HEATI   | NG   |                | <b>\$</b>                        |            |
| Atoka, Coal, C   | omanche, Cotton,<br>, Greer, Harmon,  |                  | HEATI<br>COOK   |  |                | \$<br>\$                         |            |
| Atoka, Coal, C<br>Garvin, Grady  |   |                  | СООК  |  |                | \$<br>\$<br>\$                   |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugh<br>Latimer, LeFlo                                     | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,                                     |                  | COOK<br>OTHEI   | ING  |                | \$<br>\$<br>\$                   |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugh<br>Latimer, LeFlo<br>Okmulgee, Pitt                   | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,                |                  | COOK<br>OTHEI<br>AIR CO   | ING<br>R ELECTRIC  |                | \$<br>\$                         |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugho<br>Latimer, LeFlo<br>Okmulgee, Pitt<br>Pottawatomie, | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,<br>Pushmataha, |                  | COOK<br>OTHEI<br>AIR CO   | ING<br>R ELECTRIC<br>DNDITIONING<br>R HEATING                      |                | \$<br>\$<br>\$                   |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugho<br>Latimer, LeFlo<br>Okmulgee, Pitt<br>Pottawatomie, | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,                |                  | COOK<br>OTHEI<br>AIR CO<br>WATE   | ING<br>R ELECTRIC<br>DIDITIONING<br>R HEATING<br>R                 |                | \$<br>\$                         |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugho<br>Latimer, LeFlo<br>Okmulgee, Pitt<br>Pottawatomie, | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,<br>Pushmataha, |                  | COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI                            | ING<br>R ELECTRIC<br>DIDITIONING<br>R HEATING<br>R                 |                | \$<br>\$<br>\$                   |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugho<br>Latimer, LeFlo<br>Okmulgee, Pitt<br>Pottawatomie, | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,<br>Pushmataha, |                  | COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI                            | ING<br>ELECTRIC<br>DITIONING<br>R HEATING<br>R<br>COLLECTIO        |                | \$<br>\$<br>\$<br>\$             |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugho<br>Latimer, LeFlo<br>Okmulgee, Pitt<br>Pottawatomie, | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,<br>Pushmataha, |                  | COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI<br>TRASE<br>RANG           | ING<br>ELECTRIC<br>DITIONING<br>R HEATING<br>R<br>COLLECTIO        |                | \$<br>\$<br>\$<br>\$<br>\$       |            |
| Atoka, Coal, C<br>Garvin, Grady<br>Haskell, Hugho<br>Latimer, LeFlo<br>Okmulgee, Pitt<br>Pottawatomie, | r, Greer, Harmon,<br>es, Jackson, Johnston,<br>ore, Okfuskee,<br>tsburg, Pontotoc,<br>Pushmataha, |                  | COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI<br>TRASE<br>RANGI<br>REFRI | ING<br>ELECTRIC<br>DIDITIONING<br>R HEATING<br>R<br>COLLECTIO<br>E |                | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |            |

Date: October 1, 2023

## 3200 Degree Days

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

| UTILITY OR S                | ERVICE         |       | MO    | NTHLY DOLL | AR ALLOWAN | MONTHLY DOLLAR ALLOWANCES |        |  |  |  |  |  |
|-----------------------------|----------------|-------|-------|------------|------------|---------------------------|--------|--|--|--|--|--|
|                             |                | 0 BR  | 1 BR  | 2 BR       | 3 BR       | 4 BR                      | 5BR    |  |  |  |  |  |
| HEATING:                    | a. Natural Gas | 50.00 | 59.00 | 73.00      | 82.00      | 95.00                     | 109.00 |  |  |  |  |  |
|                             | b. Bottle Gas  | 66.00 | 84.00 | 112.00     | 131.00     | 159.00                    | 187.00 |  |  |  |  |  |
|                             | c. Oil         | -0-   | -0-   | -0-        | -0-        | -0-                       | -0-    |  |  |  |  |  |
|                             | d. Electric    | 15.00 | 20.00 | 26.00      | 33.00      | 39.00                     | 46.00  |  |  |  |  |  |
| COOKING:                    | a. Natural Gas | 10.00 | 11.00 | 14.00      | 17.00      | 18.00                     | 21.00  |  |  |  |  |  |
|                             | b. Electric    | 5.00  | 7.00  | 9.00       | 11.00      | 14.00                     | 15.00  |  |  |  |  |  |
|                             | c. Bottle Gas  | 20.00 | 23.00 | 29.00      | 35.00      | 38.00                     | 44.00  |  |  |  |  |  |
| ELECTRIC LIC<br>REFRIGERATI | <i>,</i>       | 28.00 | 30.00 | 34.00      | 36.00      | 37.00                     | 38.00  |  |  |  |  |  |
| AIR CONDITIO                | DNING          | 9.00  | 11.00 | 13.00      | 15.00      | 18.00                     | 20.00  |  |  |  |  |  |
| WATER                       | a. Natural Gas | 15.00 | 21.00 | 25.00      | 30.00      | 34.00                     | 38.00  |  |  |  |  |  |
| HEATING:                    | b. Electric    | 13.00 | 17.00 | 21.00      | 26.00      | 30.00                     | 34.00  |  |  |  |  |  |
|                             | c. Bottle Gas  | 32.00 | 44.00 | 53.00      | 61.00      | 70.00                     | 79.00  |  |  |  |  |  |
|                             | d. Oil         | -0-   | -0-   | -0-        | -0-        | -0-                       | -0-    |  |  |  |  |  |
| WATER                       |                | 33.00 | 35.00 | 37.00      | 39.00      | 44.00                     | 48.00  |  |  |  |  |  |
| SEWER                       |                | 13.00 | 16.00 | 19.00      | 22.00      | 29.00                     | 35.00  |  |  |  |  |  |
| TRASH                       |                | 25.00 | 25.00 | 25.00      | 25.00      | 25.00                     | 25.00  |  |  |  |  |  |
| RANGE                       |                | 3.00  | 3.00  | 3.00       | 3.00       | 3.00                      | 3.00   |  |  |  |  |  |
| REFRIGERAT                  | OR             | 5.00  | 5.00  | 4.00       | 4.00       | 4.00                      | 4.00   |  |  |  |  |  |
| OTHER                       |                |       |       |            |            |                           |        |  |  |  |  |  |

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

| Utility or Service | Per Month   |
|--------------------|---|
|                    | ¢   |
|                    | <b>3</b>  |
|                    | \$  |
| OTHER ELECTRIC     | \$  |
| AIR CONDITIONING   | \$  |
| WATER HEATING      | \$  |
| WATER              | \$  |
| SEWER              | \$  |
| TRASH COLLECTION   | \$  |
| RANGE              | \$  |
| REFRIGERATOR       | \$  |
| OTHER (Specify)    | \$  |
| TOTAL              | \$  |
|                    | HEATING<br>COOKING<br>OTHER ELECTRIC<br>AIR CONDITIONING<br>WATER HEATING<br>WATER<br>SEWER<br>TRASH COLLECTION<br>RANGE<br>REFRIGERATOR<br>OTHER (Specify) |

Date: October 1, 2023

3600 Degree Days

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

| UTILITY OR S                | ERVICE         |       | МО    | NTHLY DOLL | AR ALLOWAN | CES    |        |
|-----------------------------|----------------|-------|-------|------------|------------|--------|--------|
|                             |                | 0 BR  | 1 BR  | 2 BR       | 3 BR       | 4 BR   | 5BR    |
| HEATING:                    | a. Natural Gas | 46.00 | 55.00 | 68.00      | 77.00      | 89.00  | 102.00 |
|                             | b. Bottle Gas  | 63.00 | 81.00 | 107.00     | 125.00     | 152.00 | 179.00 |
|                             | c. Oil         | -0-   | -0-   | -0-        | -0-        | -0-    | -0-    |
|                             | d. Electric    | 14.00 | 19.00 | 26.00      | 31.00      | 37.00  | 44.00  |
| COOKING:                    | a. Natural Gas | 10.00 | 11.00 | 14.00      | 17.00      | 18.00  | 21.00  |
|                             | b. Electric    | 5.00  | 7.00  | 9.00       | 11.00      | 14.00  | 15.00  |
|                             | c. Bottle Gas  | 20.00 | 23.00 | 29.00      | 35.00      | 38.00  | 44.00  |
| ELECTRIC LIC<br>REFRIGERATI | = ' = )        | 28.00 | 30.00 | 34.00      | 36.00      | 37.00  | 38.00  |
| AIR CONDITIO                | DNING          | 9.00  | 10.00 | 13.00      | 14.00      | 17.00  | 19.00  |
| WATER                       | a. Natural Gas | 15.00 | 21.00 | 25.00      | 30.00      | 34.00  | 38.00  |
| HEATING:                    | b. Electric    | 13.00 | 17.00 | 21.00      | 26.00      | 30.00  | 34.00  |
|                             | c. Bottle Gas  | 32.00 | 44.00 | 53.00      | 61.00      | 70.00  | 79.00  |
|                             | d. Oil         | -0-   | -0-   | -0-        | -0-        | -0-    | -0-    |
| WATER                       |                | 33.00 | 35.00 | 37.00      | 39.00      | 44.00  | 48.00  |
| SEWER                       |                | 13.00 | 16.00 | 19.00      | 22.00      | 29.00  | 35.00  |
| TRASH                       |                | 25.00 | 25.00 | 25.00      | 25.00      | 25.00  | 25.00  |
| RANGE                       |                | 3.00  | 3.00  | 3.00       | 3.00       | 3.00   | 3.00   |
| REFRIGERAT                  | OR             | 5.00  | 5.00  | 4.00       | 4.00       | 4.00   | 4.00   |
| 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, 2023

3600 Degree Days

| UTILITY OR S   |   | UNIT             | YPE: MOBI  | LE HOME   |                |                            |            |  |  |
|--|---|------------------|--|---|----------------|----------------------------|------------|--|--|
|  | ERVICE  |                  | MON  | THLY DOLLA  | AR ALLOWAN     | CES                        |            |  |  |
|  |   | 0 BR             | 1 BR   | 2 BR  | 3 BR           | 4 BR                       | 5BR        |  |  |
| HEATING:   | a. Natural Gas                                | 62.00            | 75.00  | 92.00   | 104.00         | 121.00                     | 138.00     |  |  |
|  | b. Bottle Gas                                 | 85.00            | 109.00   | 145.00  | 169.00         | 206.00                     | 243.00     |  |  |
|  | c. Oil  | -0-              | -0-  | -0-   | -0-            | -0-                        | -0-        |  |  |
|  | d. Electric                                   | 20.00            | 25.00  | 35.00   | 43.00          | 51.00                      | 60.00      |  |  |
| COOKING:   | a. Natural Gas                                | 10.00            | 11.00  | 14.00   | 17.00          | 18.00                      | 21.00      |  |  |
|  | b. Electric                                   | 5.00             | 7.00   | 9.00  | 11.00          | 14.00                      | 15.00      |  |  |
|  | c. Bottle Gas                                 | 20.00            | 23.00  | 29.00   | 35.00          | 38.00                      | 44.00      |  |  |
| ELECTRIC LIC<br>REFRIGERAT   |   | 28.00            | 30.00  | 34.00   | 36.00          | 37.00                      | 38.00      |  |  |
| AIR CONDITIO   | ONING   | 13.00            | 14.00  | 17.00   | 20.00          | 23.00                      | 25.00      |  |  |
| WATER  | a. Natural Gas                                | 15.00            | 21.00  | 25.00   | 30.00          | 34.00                      | 38.00      |  |  |
| HEATING:   | b. Electric                                   | 13.00            | 17.00  | 21.00   | 26.00          | 30.00                      | 34.00      |  |  |
|  | c. Bottle Gas                                 | 32.00            | 44.00  | 53.00   | 61.00          | 70.00                      | 79.00      |  |  |
|  | d. Oil  | -0-              | -0-  | -0-   | -0-            | -0-                        | -0-        |  |  |
| WATER  |   | 33.00            | 35.00  | 37.00   | 39.00          | 44.00                      | 48.00      |  |  |
| SEWER  |   | 13.00            | 16.00  | 19.00   | 22.00          | 29.00                      | 35.00      |  |  |
| TRASH  |   | 25.00            | 25.00  | 25.00   | 25.00          | 25.00                      | 25.00      |  |  |
| RANGE  |   | 3.00             | 3.00   | 3.00  | 3.00           | 3.00                       | 3.00       |  |  |
| REFRIGERAT   | OR  | 5.00             | 5.00   | 4.00  | 4.00           | 4.00                       | 4.00       |  |  |
| OTHER  |   |                  |  |   |                |                            |            |  |  |
|  |   |                  |  |   |                |                            |            |  |  |
| ACTUAL 3   | FAMILY ALLOWANCES                             | s (To be used by | y family to comp   | oute allowance.                                   | Complete below | w for Actual Un            | it Rented) |  |  |
| APPLICABLE   | COUNTIES:                                     |                  | Utility o  | Per Month   |                |                            |            |  |  |
|  |   |                  |  |   |                |                            |            |  |  |
|  | m, Blaine, Caddo,                             |                  | HEATI  | NG  |                | \$                         |            |  |  |
| ,  | veland, Creek, Custer,                        |                  | COOK   | \$<br>\$<br>\$                                    |                |                            |            |  |  |
| Canadian, Cle  | Canadian, Cleveland, Creek, Custer,           |                  |  |   | OTHER ELECTRIC |                            |            |  |  |
| Canadian, Cle<br>Garfield, King                                    |   |                  | OTHE   | R ELECTRIC  |                | \$                         |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar                  | n, McClain, McIntosh,                         |                  |  | R ELECTRIC<br>ONDITIONING                         |                | \$                         |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar<br>Noble, Oklaho | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO   |   |                | \$                         |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar                  | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO   | ONDITIONING<br>R HEATING                          |                |                            |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar<br>Noble, Oklaho | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO<br>WATE   | DNDITIONING<br>R HEATING<br>R                     |                | \$<br>\$                   |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar<br>Noble, Oklaho | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO<br>WATE<br>WATE<br>SEWEI                            | DNDITIONING<br>R HEATING<br>R                     |                | \$<br>\$<br>\$             |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar<br>Noble, Oklaho | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO<br>WATE<br>WATE<br>SEWEI                            | ONDITIONING<br>R HEATING<br>R<br>R<br>COLLECTIO   |                | \$<br>\$<br>\$             |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar<br>Noble, Oklaho | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO<br>WATE<br>WATE<br>SEWEI<br>TRASH<br>RANGI          | ONDITIONING<br>R HEATING<br>R<br>R<br>COLLECTIO   |                | \$<br>\$<br>\$<br>\$       |            |  |  |
| Canadian, Cle<br>Garfield, King<br>Lincoln, Logar<br>Noble, Oklaho | n, McClain, McIntosh,<br>ma, Pawnee, Tillman, |                  | AIR CO<br>WATE<br>WATE<br>SEWEI<br>TRASH<br>RANGI<br>REFRI | DNDITIONING<br>R HEATING<br>R<br>X<br>I COLLECTIO |                | \$<br>\$<br>\$<br>\$<br>\$ |            |  |  |

Date: October 1, 2023

## 3600 Degree Days

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

| UTILITY OR S               | ERVICE         |       | MONTHLY DOLLAR ALLOWANCES |        |        |        |        |  |
|----------------------------|----------------|-------|---------------------------|--------|--------|--------|--------|--|
|                            |                | 0 BR  | 1 BR                      | 2 BR   | 3 BR   | 4 BR   | 5BR    |  |
| HEATING:                   | a. Natural Gas | 54.00 | 65.00                     | 80.00  | 90.00  | 105.00 | 120.00 |  |
|                            | b. Bottle Gas  | 74.00 | 95.00                     | 126.00 | 147.00 | 179.00 | 211.00 |  |
|                            | c. Oil         | -0-   | -0-                       | -0-    | -0-    | -0-    | -0-    |  |
|                            | d. Electric    | 17.00 | 22.00                     | 30.00  | 37.00  | 44.00  | 52.00  |  |
| COOKING:                   | a. Natural Gas | 10.00 | 11.00                     | 14.00  | 17.00  | 18.00  | 21.00  |  |
|                            | b. Electric    | 5.00  | 7.00                      | 9.00   | 11.00  | 14.00  | 15.00  |  |
|                            | c. Bottle Gas  | 20.00 | 23.00                     | 29.00  | 35.00  | 38.00  | 44.00  |  |
| ELECTRIC LIC<br>REFRIGERAT | <i>,</i>       | 28.00 | 30.00                     | 34.00  | 36.00  | 37.00  | 38.00  |  |
| AIR CONDITIO               | DNING          | 11.00 | 12.00                     | 15.00  | 17.00  | 20.00  | 22.00  |  |
| WATER                      | a. Natural Gas | 15.00 | 21.00                     | 25.00  | 30.00  | 34.00  | 38.00  |  |
| HEATING:                   | b. Electric    | 13.00 | 17.00                     | 21.00  | 26.00  | 30.00  | 34.00  |  |
|                            | c. Bottle Gas  | 32.00 | 44.00                     | 53.00  | 61.00  | 70.00  | 79.00  |  |
|                            | d. Oil         | -0-   | -0-                       | -0-    | -0-    | -0-    | -0-    |  |
| WATER                      |                | 33.00 | 35.00                     | 37.00  | 39.00  | 44.00  | 48.00  |  |
| SEWER                      |                | 13.00 | 16.00                     | 19.00  | 22.00  | 29.00  | 35.00  |  |
| TRASH                      |                | 25.00 | 25.00                     | 25.00  | 25.00  | 25.00  | 25.00  |  |
| RANGE                      |                | 3.00  | 3.00                      | 3.00   | 3.00   | 3.00   | 3.00   |  |
| REFRIGERAT                 | OR             | 5.00  | 5.00                      | 4.00   | 4.00   | 4.00   | 4.00   |  |
| 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, 2023

## 4000 Degree Days

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

| UTILITY OR S                | ERVICE         |       | MONTHLY DOLLAR ALLOWANCES |        |        |        |        |  |
|-----------------------------|----------------|-------|---------------------------|--------|--------|--------|--------|--|
|                             |                | 0 BR  | 1 BR                      | 2 BR   | 3 BR   | 4 BR   | 5BR    |  |
| HEATING:                    | a. Natural Gas | 49.00 | 60.00                     | 73.00  | 83.00  | 98.00  | 111.00 |  |
|                             | b. Bottle Gas  | 70.00 | 89.00                     | 119.00 | 139.00 | 169.00 | 199.00 |  |
|                             | c. Oil         | -0-   | -0-                       | -0-    | -0-    | -0-    | -0-    |  |
|                             | d. Electric    | 16.00 | 21.00                     | 28.00  | 35.00  | 42.00  | 49.00  |  |
| COOKING:                    | a. Natural Gas | 10.00 | 11.00                     | 14.00  | 17.00  | 18.00  | 21.00  |  |
|                             | b. Electric    | 5.00  | 7.00                      | 9.00   | 11.00  | 14.00  | 15.00  |  |
|                             | c. Bottle Gas  | 20.00 | 23.00                     | 29.00  | 35.00  | 38.00  | 44.00  |  |
| ELECTRIC LIC<br>REFRIGERATI | = '='          | 28.00 | 30.00                     | 34.00  | 36.00  | 37.00  | 38.00  |  |
| AIR CONDITIO                | DNING          | 10.00 | 12.00                     | 14.00  | 16.00  | 19.00  | 21.00  |  |
| WATER                       | a. Natural Gas | 15.00 | 21.00                     | 25.00  | 30.00  | 34.00  | 38.00  |  |
| HEATING:                    | b. Electric    | 13.00 | 17.00                     | 21.00  | 26.00  | 30.00  | 34.00  |  |
|                             | c. Bottle Gas  | 32.00 | 44.00                     | 53.00  | 61.00  | 70.00  | 79.00  |  |
|                             | d. Oil         | -0-   | -0-                       | -0-    | -0-    | -0-    | -0-    |  |
| WATER                       |                | 33.00 | 35.00                     | 37.00  | 39.00  | 44.00  | 48.00  |  |
| SEWER                       |                | 13.00 | 16.00                     | 19.00  | 22.00  | 29.00  | 35.00  |  |
| TRASH                       |                | 25.00 | 25.00                     | 25.00  | 25.00  | 25.00  | 25.00  |  |
| RANGE                       |                | 3.00  | 3.00                      | 3.00   | 3.00   | 3.00   | 3.00   |  |
| REFRIGERAT                  | OR             | 5.00  | 5.00                      | 4.00   | 4.00   | 4.00   | 4.00   |  |
| 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, 2023

4000 Degree Days

|                            |                      | UNIT T                    | YPE: MOBI       | LE HOME                     |                |                 |            |  |
|----------------------------|----------------------|---------------------------|-----------------|-----------------------------|----------------|-----------------|------------|--|
| UTILITY OR S               | ERVICE               | MONTHLY DOLLAR ALLOWANCES |                 |                             |                |                 |            |  |
|                            |                      | 0 BR                      | 1 BR            | 2 BR                        | 3 BR           | 4 BR            | 5BR        |  |
| HEATING:                   | a. Natural Gas       | 67.00                     | 81.00           | 99.00                       | 113.00         | 132.00          | 151.00     |  |
|                            | b. Bottle Gas        | 94.00                     | 121.00          | 161.00                      | 189.00         | 229.00          | 269.00     |  |
|                            | c. Oil               | -0-                       | -0-             | -0-                         | -0-            | -0-             | -0-        |  |
|                            | d. Electric          | 22.00                     | 29.00           | 38.00                       | 47.00          | 56.00           | 67.00      |  |
| COOKING:                   | a. Natural Gas       | 10.00                     | 11.00           | 14.00                       | 17.00          | 18.00           | 21.00      |  |
|                            | b. Electric          | 5.00                      | 7.00            | 9.00                        | 11.00          | 14.00           | 15.00      |  |
|                            | c. Bottle Gas        | 20.00                     | 23.00           | 29.00                       | 35.00          | 38.00           | 44.00      |  |
| ELECTRIC LIC<br>REFRIGERAT | ·                    | 28.00                     | 30.00           | 34.00                       | 36.00          | 37.00           | 38.00      |  |
| AIR CONDITIO               | ONING                | 14.00                     | 16.00           | 18.00                       | 22.00          | 25.00           | 29.00      |  |
| WATER                      | a. Natural Gas       | 15.00                     | 21.00           | 25.00                       | 30.00          | 34.00           | 38.00      |  |
| HEATING:                   | b. Electric          | 13.00                     | 17.00           | 21.00                       | 26.00          | 30.00           | 34.00      |  |
|                            | c. Bottle Gas        | 32.00                     | 44.00           | 53.00                       | 61.00          | 70.00           | 79.00      |  |
|                            | d. Oil               | -0-                       | -0-             | -0-                         | -0-            | -0-             | -0-        |  |
| WATER                      |                      | 33.00                     | 35.00           | 37.00                       | 39.00          | 44.00           | 48.00      |  |
| SEWER                      |                      | 13.00                     | 16.00           | 19.00                       | 22.00          | 29.00           | 35.00      |  |
| TRASH                      |                      | 25.00                     | 25.00           | 25.00                       | 25.00          | 25.00           | 25.00      |  |
| RANGE                      |                      | 3.00                      | 3.00            | 3.00                        | 3.00           | 3.00            | 3.00       |  |
| REFRIGERAT                 | OR                   | 5.00                      | 5.00            | 4.00                        | 4.00           | 4.00            | 4.00       |  |
| OTHER                      |                      |                           |                 |                             |                |                 |            |  |
|                            |                      |                           |                 |                             |                |                 |            |  |
| ACTUAL                     | FAMILY ALLOWANCES    | 6 (To be used by          | y family to com | oute allowance.             | Complete belov | w for Actual Un | it Rented) |  |
| APPLICABLE                 | COUNTIES:            |                           | Utility o       | r Service                   | -              | Per N           | Ionth      |  |
|                            |                      |                           |                 |                             |                |                 |            |  |
| Alfalfa, Craig.            | Delaware, Dewey,     |                           | HEATI           | NG                          |                | \$              |            |  |
|                            | , Kay, Major, Mayes, |                           | СООК            |                             |                | \$              |            |  |
| · •                        | e, Ottawa, Payne,    |                           | OTHE            | \$<br>\$<br>\$              |                |                 |            |  |
|                            | logers, Washington,  |                           |                 | ONDITIONING                 | 1              | \$              |            |  |
| Woods, Wood                | 8 / 8 /              |                           |                 | R HEATING                   |                | \$              |            |  |
|                            |                      |                           | WATE            |                             |                | \$              |            |  |
|                            |                      |                           | SEWEI           |                             |                |                 |            |  |
|                            |                      |                           |                 | I COLLECTIO                 | N              |                 |            |  |
|                            |                      |                           |                 |                             |                |                 |            |  |
|                            |                      |                           | RANG            | ť                           |                |                 |            |  |
|                            |                      |                           | RANGI<br>REFRI  |                             |                | \$<br>\$        |            |  |
|                            |                      |                           | REFRI           | £<br>GERATOR<br>R (Specify) |                | \$              |            |  |
|                            |                      |                           | REFRI           | GERATOR<br>R (Specify)      |                | \$              |            |  |

Date: October 1, 2023

## 4000 Degree Days

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

| UTILITY OR S                | ERVICE         |       | MO     | NTHLY DOLL | AR ALLOWAN | ICES   |        |
|-----------------------------|----------------|-------|--------|------------|------------|--------|--------|
|                             |                | 0 BR  | 1 BR   | 2 BR       | 3 BR       | 4 BR   | 5BR    |
| HEATING:                    | a. Natural Gas | 58.00 | 70.00  | 86.00      | 98.00      | 115.00 | 131.00 |
|                             | b. Bottle Gas  | 82.00 | 105.00 | 140.00     | 164.00     | 199.00 | 234.00 |
|                             | c. Oil         | -0-   | -0-    | -0-        | -0-        | -0-    | -0-    |
|                             | d. Electric    | 19.00 | 25.00  | 33.00      | 41.00      | 49.00  | 58.00  |
| COOKING:                    | a. Natural Gas | 10.00 | 11.00  | 14.00      | 17.00      | 18.00  | 21.00  |
|                             | b. Electric    | 5.00  | 7.00   | 9.00       | 11.00      | 14.00  | 15.00  |
|                             | c. Bottle Gas  | 20.00 | 23.00  | 29.00      | 35.00      | 38.00  | 44.00  |
| ELECTRIC LIC<br>REFRIGERATI | ,              | 28.00 | 30.00  | 34.00      | 36.00      | 37.00  | 38.00  |
| AIR CONDITIO                | DNING          | 12.00 | 14.00  | 16.00      | 19.00      | 22.00  | 25.00  |
| WATER                       | a. Natural Gas | 15.00 | 21.00  | 25.00      | 30.00      | 34.00  | 38.00  |
| HEATING:                    | b. Electric    | 13.00 | 17.00  | 21.00      | 26.00      | 30.00  | 34.00  |
|                             | c. Bottle Gas  | 32.00 | 44.00  | 53.00      | 61.00      | 70.00  | 79.00  |
|                             | d. Oil         | -0-   | -0-    | -0-        | -0-        | -0-    | -0-    |
| WATER                       |                | 33.00 | 35.00  | 37.00      | 39.00      | 44.00  | 48.00  |
| SEWER                       |                | 13.00 | 16.00  | 19.00      | 22.00      | 29.00  | 35.00  |
| TRASH                       |                | 25.00 | 25.00  | 25.00      | 25.00      | 25.00  | 25.00  |
| RANGE                       |                | 3.00  | 3.00   | 3.00       | 3.00       | 3.00   | 3.00   |
| REFRIGERAT                  | OR             | 5.00  | 5.00   | 4.00       | 4.00       | 4.00   | 4.00   |
| OTHER                       |                |       |        |            |            |        |        |

| ACTUAL FAMILY ALLOWANCE | S (To be used by family to compute allowance. Complete belo | w 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, 2023

## 4500 Degree Days

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

| UTILITY OR S               | ERVICE         |       | MONTHLY DOLLAR ALLOWANCES |        |        |        |        |  |
|----------------------------|----------------|-------|---------------------------|--------|--------|--------|--------|--|
|                            |                | 0 BR  | 1 BR                      | 2 BR   | 3 BR   | 4 BR   | 5BR    |  |
| HEATING:                   | a. Natural Gas | 54.00 | 65.00                     | 81.00  | 92.00  | 108.00 | 124.00 |  |
|                            | b. Bottle Gas  | 78.00 | 101.00                    | 134.00 | 156.00 | 190.00 | 224.00 |  |
|                            | c. Oil         | -0-   | -0-                       | -0-    | -0-    | -0-    | -0-    |  |
|                            | d. Electric    | 19.00 | 24.00                     | 31.00  | 39.00  | 47.00  | 55.00  |  |
| COOKING:                   | a. Natural Gas | 10.00 | 11.00                     | 14.00  | 17.00  | 18.00  | 21.00  |  |
|                            | b. Electric    | 5.00  | 7.00                      | 9.00   | 11.00  | 14.00  | 15.00  |  |
|                            | c. Bottle Gas  | 20.00 | 23.00                     | 29.00  | 35.00  | 38.00  | 44.00  |  |
| ELECTRIC LIC<br>REFRIGERAT |                | 28.00 | 30.00                     | 34.00  | 36.00  | 37.00  | 38.00  |  |
| AIR CONDITIO               | ONING          | 11.00 | 13.00                     | 15.00  | 19.00  | 21.00  | 24.00  |  |
| WATER                      | a. Natural Gas | 15.00 | 21.00                     | 25.00  | 30.00  | 34.00  | 38.00  |  |
| HEATING:                   | b. Electric    | 13.00 | 17.00                     | 21.00  | 26.00  | 30.00  | 34.00  |  |
|                            | c. Bottle Gas  | 32.00 | 44.00                     | 53.00  | 61.00  | 70.00  | 79.00  |  |
|                            | d. Oil         | -0-   | -0-                       | -0-    | -0-    | -0-    | -0-    |  |
| WATER                      |                | 33.00 | 35.00                     | 37.00  | 39.00  | 44.00  | 48.00  |  |
| SEWER                      |                | 13.00 | 16.00                     | 19.00  | 22.00  | 29.00  | 35.00  |  |
| TRASH                      |                | 25.00 | 25.00                     | 25.00  | 25.00  | 25.00  | 25.00  |  |
| RANGE                      |                | 3.00  | 3.00                      | 3.00   | 3.00   | 3.00   | 3.00   |  |
| REFRIGERAT                 | OR             | 5.00  | 5.00                      | 4.00   | 4.00   | 4.00   | 4.00   |  |
| 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              | \$        |

## Date: October 1, 2023

4500 Degree Days

| UTILITY OR S                |                  |                   |  |   |                |  |                     |
|-----------------------------|------------------|-------------------|--|---|----------------|--|---------------------|
| UTILITY ON S                | ERVICE           |                   | MO   | NTHLY DOLLA   | AR ALLOWAN     | CES  |                     |
|                             |                  | 0 BR              | 1 BR   | 2 BR  | 3 BR           | 4 BR   | 5BR                 |
| HEATING:                    | a. Natural Gas   | 72.00             | 87.00  | 109.00  | 124.00         | 146.00   | 168.00              |
|                             | b. Bottle Gas    | 106.00            | 137.00   | 182.00  | 212.00         | 258.00   | 302.00              |
|                             | c. Oil           | -0-               | -0-  | -0-   | -0-            | -0-  | -0-                 |
|                             | d. Electric      | 25.00             | 32.00  | 43.00   | 53.00          | 63.00  | 75.00               |
| COOKING:                    | a. Natural Gas   | 10.00             | 11.00  | 14.00   | 17.00          | 18.00  | 21.00               |
|                             | b. Electric      | 5.00              | 7.00   | 9.00  | 11.00          | 14.00  | 15.00               |
|                             | c. Bottle Gas    | 20.00             | 23.00  | 29.00   | 35.00          | 38.00  | 44.00               |
| ELECTRIC LIC<br>REFRIGERATI | ·                | 28.00             | 30.00  | 34.00   | 36.00          | 37.00  | 38.00               |
| AIR CONDITIO                | DNING            | 15.00             | 17.00  | 21.00   | 25.00          | 29.00  | 32.00               |
| WATER                       | a. Natural Gas   | 15.00             | 21.00  | 25.00   | 30.00          | 34.00  | 38.00               |
| HEATING:                    | b. Electric      | 13.00             | 17.00  | 21.00   | 26.00          | 30.00  | 34.00               |
|                             | c. Bottle Gas    | 32.00             | 44.00  | 53.00   | 61.00          | 70.00  | 79.00               |
|                             | d. Oil           | -0-               | -0-  | -0-   | -0-            | -0-  | -0-                 |
| WATER                       |                  | 33.00             | 35.00  | 37.00   | 39.00          | 44.00  | 48.00               |
| SEWER                       |                  | 13.00             | 16.00  | 19.00   | 22.00          | 29.00  | 35.00               |
| TRASH                       |                  | 25.00             | 25.00  | 25.00   | 25.00          | 25.00  | 25.00               |
| RANGE                       |                  | 3.00              | 3.00   | 3.00  | 3.00           | 3.00   | 3.00                |
| REFRIGERAT                  | OR               | 5.00              | 5.00   | 4.00  | 4.00           | 4.00   | 4.00                |
| OTHER                       |                  |                   |  |   |                |  |                     |
|                             |                  |                   |  |   |                |  |                     |
|                             |                  |                   |  |   |                |  |                     |
| ACTUAL                      | FAMILY ALLOWANCE | CS (To be used by | y family to com  | pute allowance.   | Complete belo  | w for Actual Un  | it Rented)          |
| ACTUAL I                    |                  | CS (To be used by |  | pute allowance.<br>r Service  | Complete belov |  | it Rented)<br>Ionth |
|                             |                  | CS (To be used by |  |   | Complete belov |  | · · ·               |
| APPLICABLE                  |                  | ES (To be used by |  | r Service   | Complete belo  | Per M  | Ionth               |
| APPLICABLE                  | COUNTIES:        | CS (To be used by | Utility o  | r Service<br>NG   | Complete belo  | Per N<br>\$  | Ionth               |
| APPLICABLE                  | COUNTIES:        | CS (To be used by | Utility o<br>HEATI<br>COOK   | r Service<br>NG   | Complete belo  | Per N<br>\$<br>\$  | Ionth               |
| APPLICABLE                  | COUNTIES:        | ES (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI  | r Service<br>NG<br>ING  |                | Per N<br>\$<br>\$  | Ionth               |
| APPLICABLE                  | COUNTIES:        | CS (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO  | r Service<br>NG<br>ING<br>R ELECTRIC  |                | Per M<br>\$<br>\$<br>\$<br>\$  | 1onth               |
| APPLICABLE                  | COUNTIES:        | ES (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO  | r Service<br>NG<br>ING<br>R ELECTRIC<br>DNDITIONING<br>R HEATING                                    |                | Per M<br>\$<br>\$<br>\$<br>\$<br>\$  | 1onth               |
| APPLICABLE                  | COUNTIES:        | ES (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO<br>WATE  | r Service<br>NG<br>ING<br>R ELECTRIC<br>DNDITIONING<br>R HEATING<br>R                               |                | Per M<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$  | 1onth               |
| APPLICABLE                  | COUNTIES:        | CS (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI                           | r Service<br>NG<br>ING<br>R ELECTRIC<br>DNDITIONING<br>R HEATING<br>R                               | -              | Per N           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$   | 1onth               |
| APPLICABLE                  | COUNTIES:        | CS (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI                           | r Service<br>NG<br>ING<br>R ELECTRIC<br>DNDITIONING<br>R HEATING<br>R<br>R<br>I COLLECTIO           | -              | Per N           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$           \$  | 1onth               |
| APPLICABLE                  | COUNTIES:        | ES (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI<br>TRASH<br>RANG          | r Service<br>NG<br>ING<br>R ELECTRIC<br>DNDITIONING<br>R HEATING<br>R<br>R<br>I COLLECTIO           | -              | Per N           \$ | 1onth               |
| APPLICABLE                  | COUNTIES:        | CS (To be used by | Utility o<br>HEATI<br>COOK<br>OTHEI<br>AIR CO<br>WATE<br>WATE<br>SEWEI<br>TRASH<br>RANG<br>REFRI | r Service<br>NG<br>ING<br>R ELECTRIC<br>ONDITIONING<br>R HEATING<br>R<br>R<br>R<br>I COLLECTIO<br>E | -              | Per N           \$ | 1onth               |

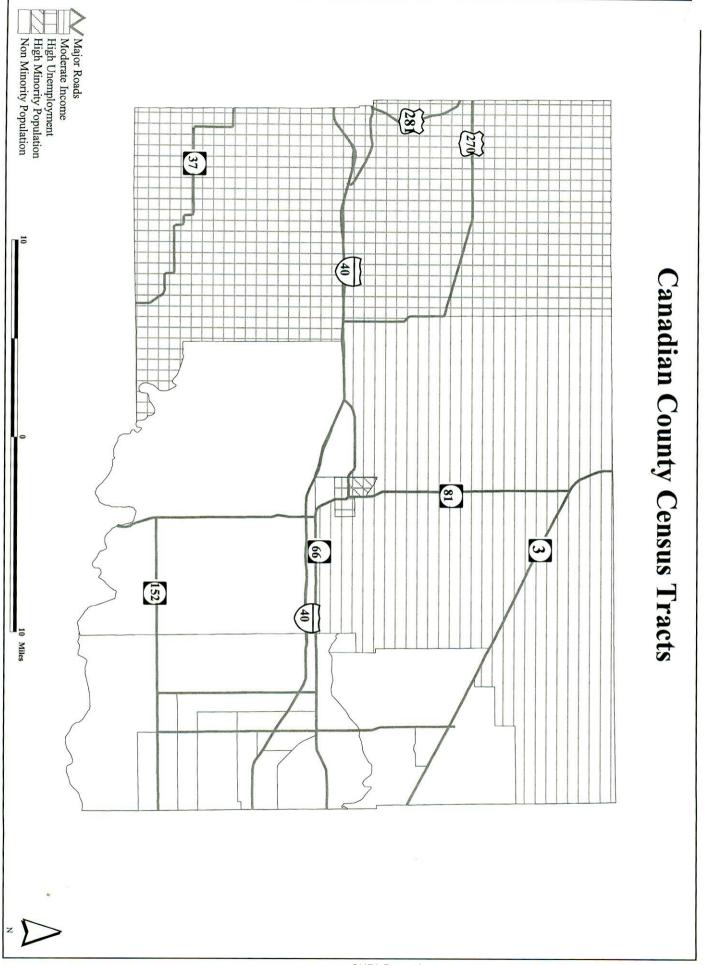
Date: October 1, 2023

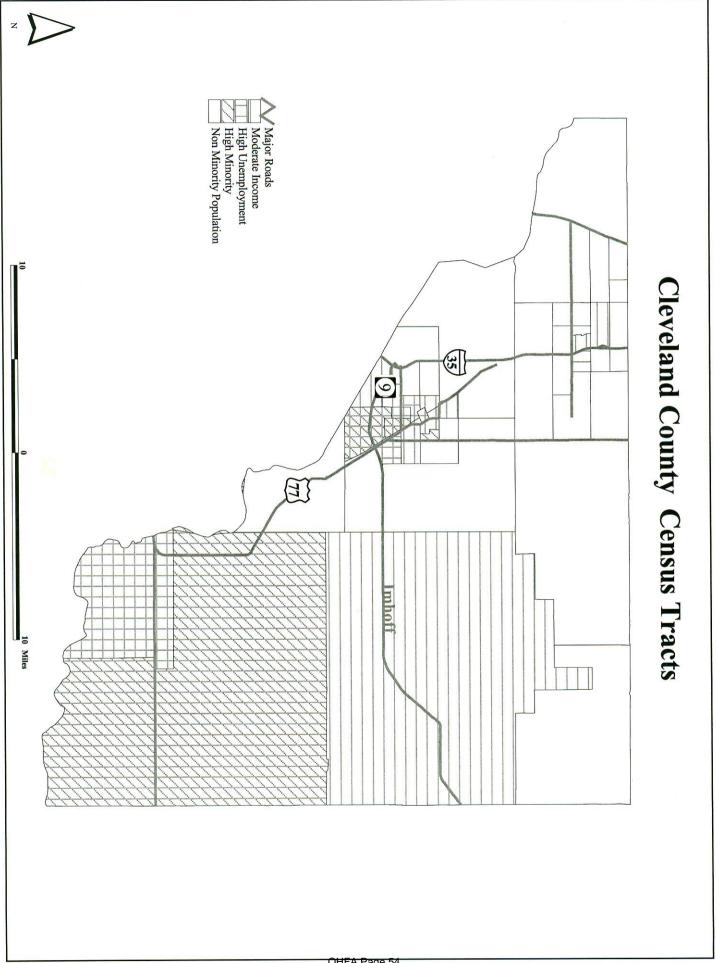
## 4500 Degree Days

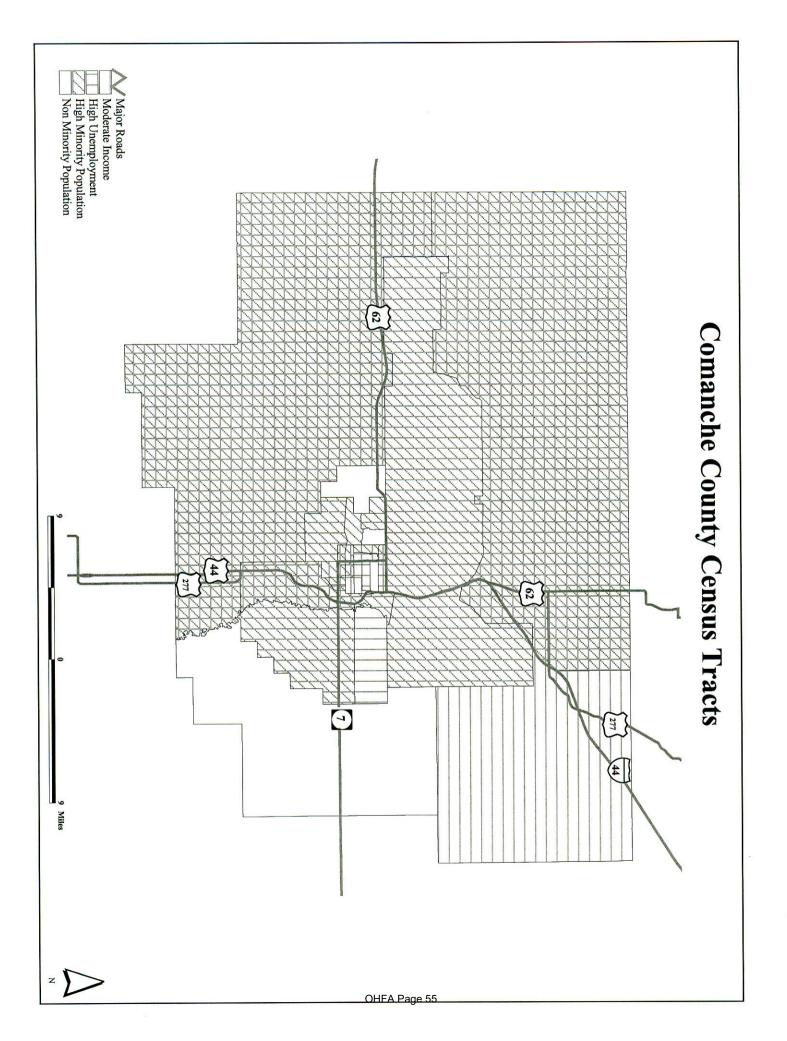
## UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

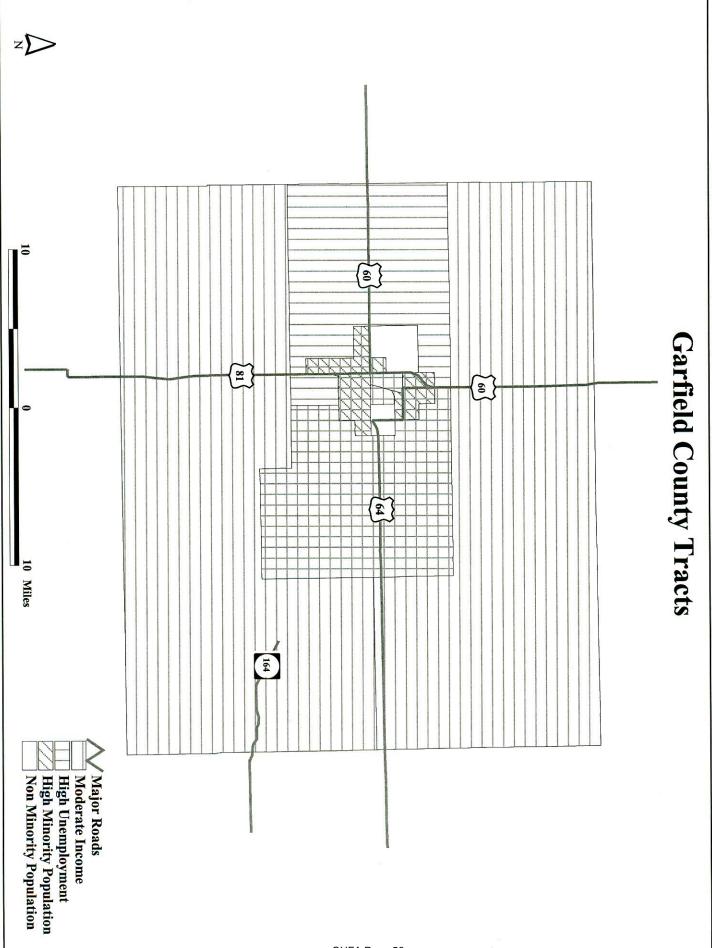
|   |                  | (                         | ,               | ,               | ,             |                 | ,          |
|---|------------------|---------------------------|-----------------|-----------------|---------------|-----------------|------------|
| UTILITY OR SERVICE                        |                  | MONTHLY DOLLAR ALLOWANCES |                 |                 |               |                 |            |
|   |                  | 0 BR                      | 1 BR            | 2 BR            | 3 BR          | 4 BR            | 5BR        |
| HEATING:                                  | a. Natural Gas   | 63.00                     | 76.00           | 95.00           | 108.00        | 127.00          | 146.00     |
|   | b. Bottle Gas    | 92.00                     | 119.00          | 158.00          | 184.00        | 224.00          | 263.00     |
|   | c. Oil           | -0-                       | -0-             | -0-             | -0-           | -0-             | -0-        |
|   | d. Electric      | 22.00                     | 28.00           | 37.00           | 46.00         | 55.00           | 65.00      |
| COOKING:                                  | a. Natural Gas   | 10.00                     | 11.00           | 14.00           | 17.00         | 18.00           | 21.00      |
|   | b. Electric      | 5.00                      | 7.00            | 9.00            | 11.00         | 14.00           | 15.00      |
|   | c. Bottle Gas    | 20.00                     | 23.00           | 29.00           | 35.00         | 38.00           | 44.00      |
| ELECTRIC LIGHTING,<br>REFRIGERATION, ETC. |                  | 28.00                     | 30.00           | 34.00           | 36.00         | 37.00           | 38.00      |
| AIR CONDITIONING                          |                  | 13.00                     | 15.00           | 18.00           | 22.00         | 25.00           | 28.00      |
| WATER                                     | a. Natural Gas   | 15.00                     | 21.00           | 25.00           | 30.00         | 34.00           | 38.00      |
| HEATING:                                  | b. Electric      | 13.00                     | 17.00           | 21.00           | 26.00         | 30.00           | 34.00      |
|   | c. Bottle Gas    | 32.00                     | 44.00           | 53.00           | 61.00         | 70.00           | 79.00      |
|   | d. Oil           | -0-                       | -0-             | -0-             | -0-           | -0-             | -0-        |
| WATER                                     |                  | 33.00                     | 35.00           | 37.00           | 39.00         | 44.00           | 48.00      |
| SEWER                                     |                  | 13.00                     | 16.00           | 19.00           | 22.00         | 29.00           | 35.00      |
| TRASH                                     |                  | 25.00                     | 25.00           | 25.00           | 25.00         | 25.00           | 25.00      |
| RANGE                                     |                  | 3.00                      | 3.00            | 3.00            | 3.00          | 3.00            | 3.00       |
| REFRIGERATOR                              |                  | 5.00                      | 5.00            | 4.00            | 4.00          | 4.00            | 4.00       |
| OTHER                                     |                  |                           |                 |                 |               |                 |            |
|   |                  |                           |                 |                 |               |                 |            |
| ACTUAL I                                  | FAMILY ALLOWANCE | CS (To be used b          | y family to com | oute allowance. | Complete belo | w for Actual Ur | it Rented) |
| APPLICABLE COUNTIES:                      |                  | Utility or Service        |                 |                 | Per Month     |                 |            |
| Beaver Cimarron Ellis Texas               |                  | HEATING                   |                 |                 |               | \$              |            |

| Beaver, Cimarron, Ellis, Texas | HEATING          | \$ |
|--------------------------------|------------------|----|
|                                | COOKING          | \$ |
|                                | OTHER ELECTRIC   | \$ |
|                                | AIR CONDITIONING | \$ |
|                                | WATER HEATING    | \$ |
|                                | WATER            | \$ |
|                                | SEWER            | \$ |
|                                | TRASH COLLECTION | \$ |
|                                | RANGE            | \$ |
|                                | REFRIGERATOR     | \$ |
|                                | OTHER (Specify)  | \$ |
|                                | TOTAL            | \$ |
|                                |                  |    |

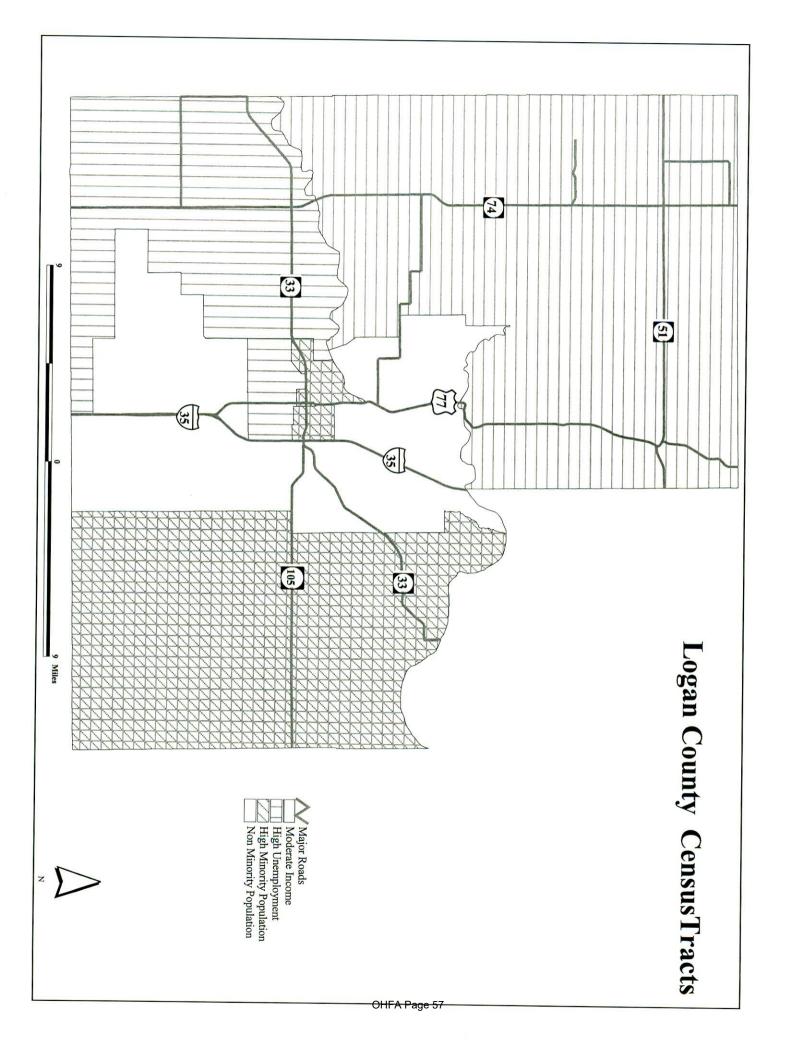


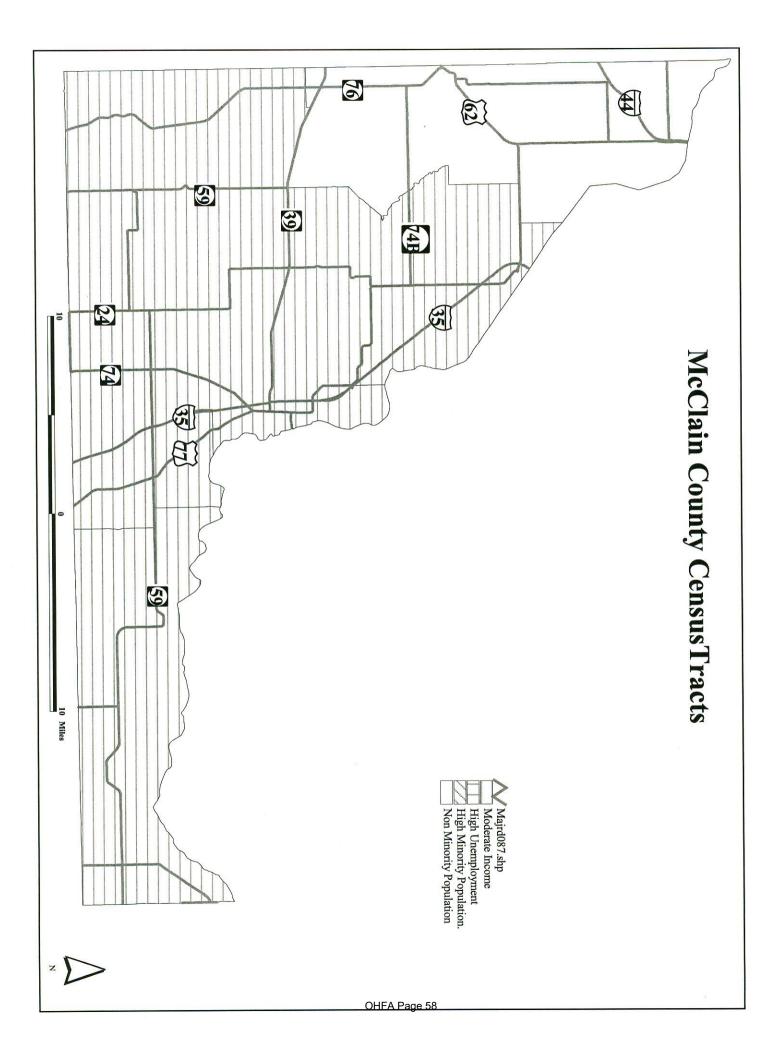


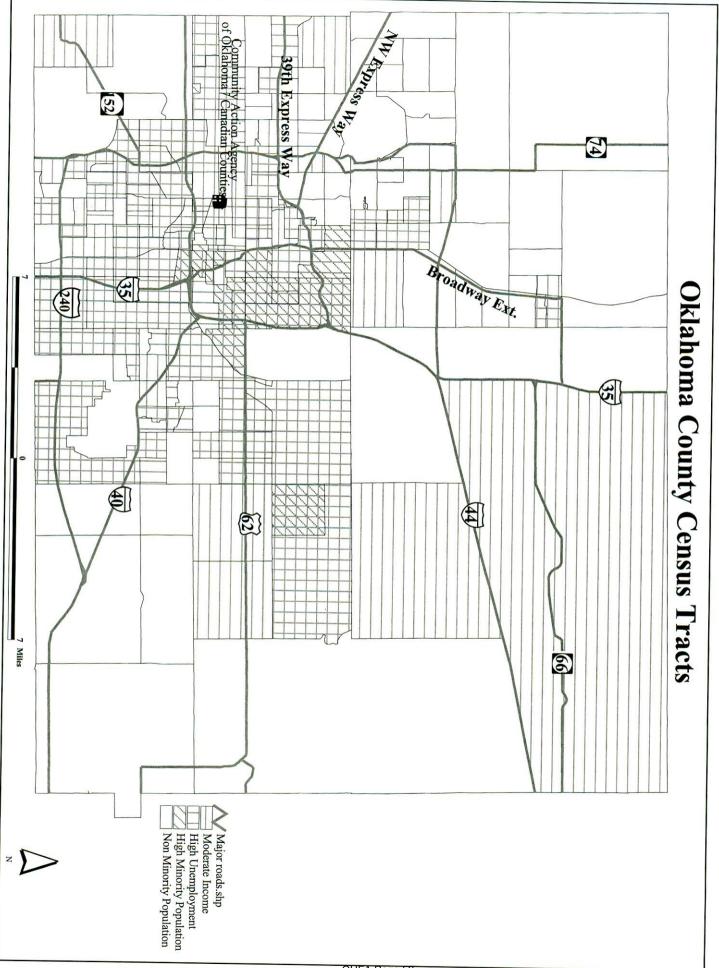


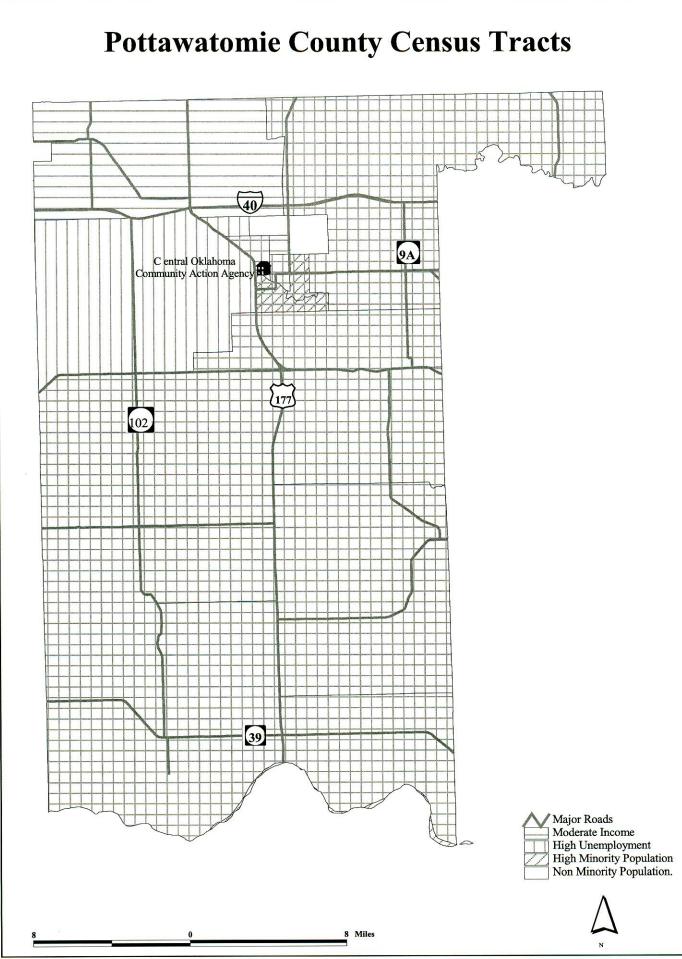


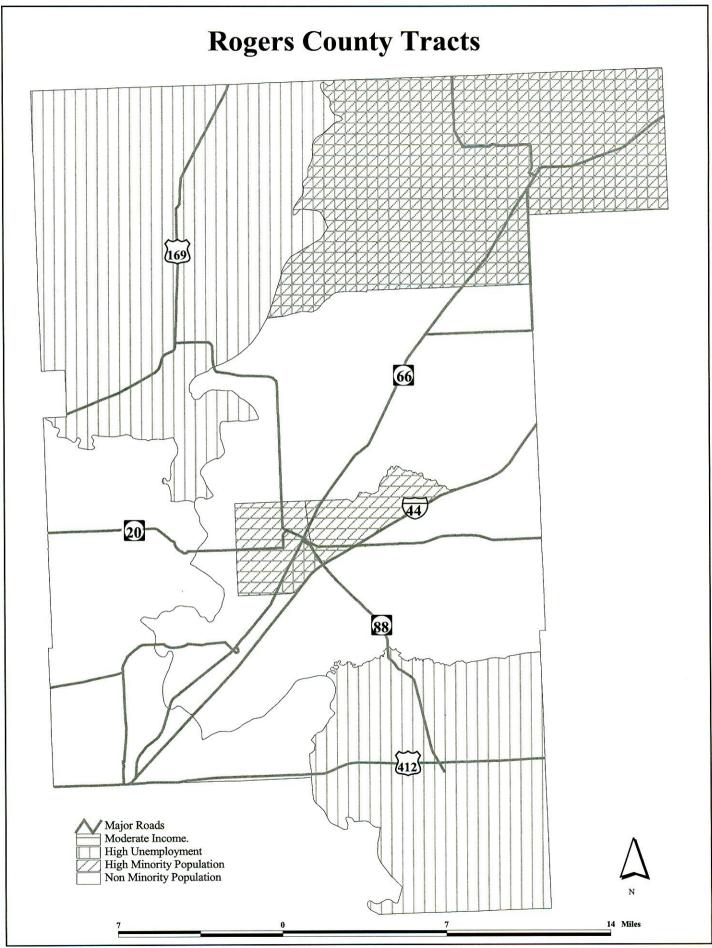
OHFA Page 56



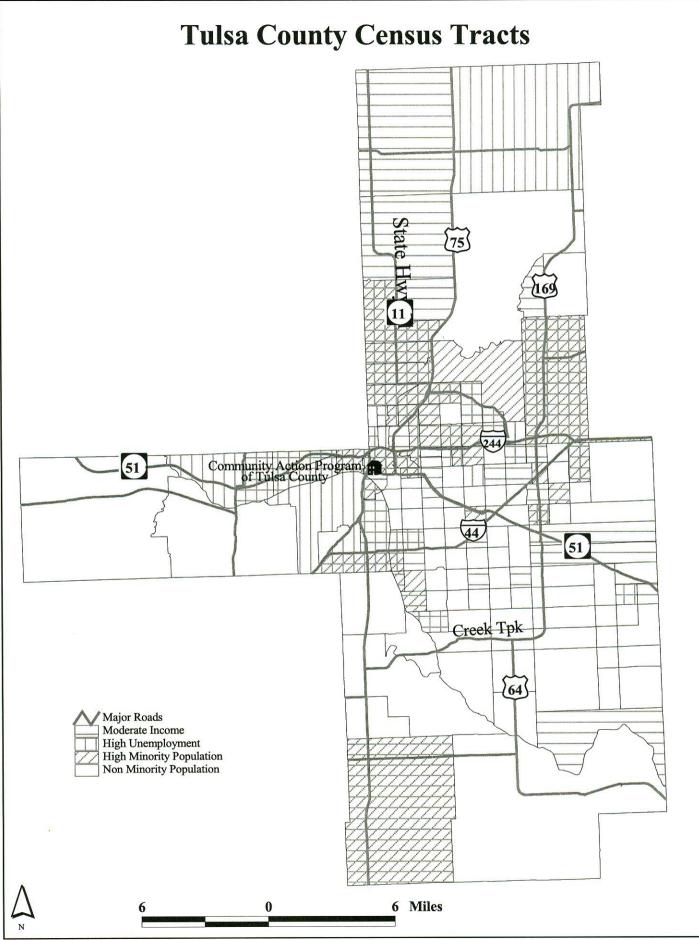








OHFA Page 61



OHFA Page 62



# 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 leadcontaminated objects into their mouths, by eating paint chips found in homes with peeling or flaking lead-based paint, and from playing in leadcontaminated soil.

continued on back





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

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

## www.hud.gov/offices/lead

# 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

Fair Housing Hub U.S. Dept. of Housing and Urban Development Five Points Plaza 40 Marietta Street, 16th Floor Atlanta, GA 30303-2808 Telephone (404) 331-5140 or 1-800-440-8091 Fax (404) 331-1021 • TTY (404) 730-2654 E-mail: **Complaints\_office\_04@hud.gov** 

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

Fair Housing Hub J.S. Dept. of Housing and Urban Development Ralph H. Metcalfe Federal Building 77 West Jackson Boulevard, Room 2101 Chicago, IL 6064-3507 Telephone (312) 353-7776 or 1-800-765-9372 Fax (312) 886-2837 • TTY (312) 353-7143 E-mail: **Complaints\_office\_05@hud.gov** 

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

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

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

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

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

Fair Housing Hub U.S. Dept. of Housing and Urban Development 1670 Broadway Denver, CO 80202-4801 Telephone (303) 672-5437 or 1-800-877-7353 Fax (303) 672-5026 • TTY (303) 672-5248 E-mail: **Complaints\_office\_08@hud.gov** 

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

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

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

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

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

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

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

PLACE POSTAGE HERE

MAIL TO:

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

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community 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 reach you?

| Contact's Name   | Best Time to call |
|------------------|-------------------|
| Daytime Phone No | Evening Phone No  |
| Contact's Name   | Best Time to call |
| Daytime Phone No | Evening Phone No  |

## What happened to you?

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.

# 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.

|                                   | State                 | Zip Code |  |
|-----------------------------------|-----------------------|----------|--|
| When did the last act of          | discrimination occur? |          |  |
| Enter the date                    |                       | //       |  |
| Is the alleged discrimination con | tinuing or ongoing?   | Yes No   |  |

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. OHFA Page 69



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

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

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

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

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

|        | on for your records.<br>ur information to HUD:<br>ou 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 accomodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights



# 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 <u>will</u> be checked. The local housing agency, HUD, or the Office of Inspector General <u>will</u> 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 Hotline@hudoig.gov. You can write the Hotline at:



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

|   | HHS provides HUD with wage and employment<br>information as reported by employers; and<br>unemployment compensation information as reported<br>by the State Workforce Agency (SWA).  | The information in EIV is also used by HUD, HUD's<br>Office of Inspector General (OIG), and auditors to<br>ensure that your family and PHAs comply with HUD<br>rules.  |
|---|--|--|
| U.S. Department of Housing and Urban Development<br>Office of Public and Indian Housing (PIH)   | SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.<br>What is the EIV information used for?   | Overall, the purpose of EIV is to identify and prevent<br>fraud within HUD rental assistance programs, so that<br>limited taxpayer's dollars can assist as many eligible<br>families as possible. EIV will help to improve the   |
|   | Primarily, the Information is used by PHAS (and<br>management agents hired by PHAs) for the following<br>purposes to:  | Is my consent required in order for information to be obtained about me?   |
|   | <ol> <li>Confirm your name, date of birth (DOB), and<br/>Social Security Number (SSN) with SSA.</li> <li>Verify your reported income sources and<br/>amounts</li> </ol>  | Yes, your consent is required in order for HUD or the<br>PHA to obtain information about you. By law, you are<br>required to sign one or more consent forms. When<br>vou sign a form HUD-9886 (Federal Privacy Act   |
| REV.  | <ol> <li>Confirm your participation in only one HUD<br/>rental assistance program.</li> <li>Confirm if you owe an outstanding debt to any</li> </ol>   | Notice and Authorization for Release of Information) or<br>a PHA consent form (which meets HUD standards),<br>you are giving HUD and the PHA your consent for  |
| What You Should<br>Know About EIV   |  | them to obtain information about you for the purpose<br>of determining your eligibility and amount of rental<br>assistance. The information collected about you will be<br>used only to determine your eligibility for the program,  |
| A Guide for Applicants & Tenants of<br>Public Housing & Section 8 Programs  | <ol> <li>Follow up with you, other adult household<br/>members, or your listed emergency contact<br/>regarding deceased household members.</li> </ol>  | unless you consent in writing to authorize additional<br>uses of the information by the PHA.<br>Note: If you or any of your adult household  |
| What is EIV?<br>The Enterprise Income Verification (EIV) system is a<br>web-based computer system that contains<br>employment and income information of individuals<br>who participate in HUD rental assistance programs.<br>All Public Housing Agencies (PHAs) are required to | EIV will alert your PHA if you or anyone in your<br>household has used a false SSN, failed to report<br>complete and accurate income information, or<br>is receiving rental assistance at another address.<br><i>Remember, you may receive rental assistance at</i><br><i>only <u>one</u> home!</i>  | members refuse to sign a consent form, your<br>request for initial or continued rental assistance<br>may be denied. You may also be terminated from<br>the HUD rental assistance program.<br>What are my responsibilities?<br>As a tenant (participant) of a HUD rental assistance   |
| use HUD's EIV system.<br>What information is in EIV and where does it<br>come from?<br>HUD obtains information about you from your local<br>PHA, the Social Security Administration (SSA), and<br>U.S. Department of Health and Human Services<br>(HHS).                        | EIV will also alert PHAs if you owe an outstanding debt<br>to any PHA (in any state or U.S. territory) and any<br>negative status when you voluntarily or involuntarily<br>moved out of a subsidized unit under the Public<br>Housing or Section 8 program. This information is used<br>to determine your eligibility for rental assistance at the<br>time of application. | program, you and each adult household member must<br>disclose complete and accurate information to the<br>PHA, including full name, SSN, and DOB; income<br>information; and certify that your reported household<br>composition (household members), income, and<br>expense information is true to the best of your<br>knowledge. |

| Remember, you must notify your PHA if a household<br>member dies or moves out. You must also obtain the<br>PHA's approval to allow additional family members or<br>friends to move in your home <u>prior</u> to them moving in.  | If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.  | You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.   |
|--|--|---|
| What are the penalties for providing false<br>information?<br>Knowingly providing false, inaccurate, or incomplete<br>information is <i>FRAUD</i> and a <i>CRIME</i> .<br>If you commit fraud, you and your family may be<br>subject to any of the following penalties:                  | Debts owed to PHAs and termination information<br>reported in EIV originates from the PHA who provided<br>you assistance in the past. If you dispute this<br>information, contact your former PHA directly in writing<br>to dispute this information and provide any<br>documentation that supports your dispute. If the PHA<br>determines that the disputed information is incorrect,<br>the PHA will update or delete the record from EIV. | Identity Theft. Unknown EIV information to you can<br>be a sign of identity theft. Sometimes someone else<br>may use your SSN, either on purpose or by accident.<br>So, if you suspect someone is using your SSN, you<br>should check your Social Security records to ensure<br>your income is calculated correctly (call SSA at (800)<br>772-1213); file an identity theft complaint with your<br>local police department or the Federal Trade |
| <ol> <li>Eviction</li> <li>Termination of assistance</li> <li>Repayment of rent that you should have paid<br/>had vou reported vour income correctly</li> </ol>  | Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute  | Commission (call FTC at (877) 438-4338, or you may visit their website at: <u>http://www.ftc.gov</u> ). Provide your PHA with a copy of your identity theft complaint.  |
| <ol> <li>Prohibited from receiving future rental<br/>assistance for a period of up to 10 years</li> <li>Prosecution by the local, state, or Federal<br/>prosecutor, which may result in you being<br/>fined up to \$10,000 and/or serving time in jail.</li> </ol>                       | and request correction of the disputed employment<br>and/or wage information. Provide your PHA with a<br>copy of the letter that you sent to the employer. If you<br>are unable to get the employer to correct the<br>information, you should contact the SWA for<br>assistance.   | Where can I obtain more information on EIV<br>and the income verification process?<br>Your PHA can provide you with additional information<br>on EIV and the income verification process. You may<br>also read more about EIV and the income verification<br>process on HUD's Public and Indian Housing EIV web   |
| <sup>ci</sup> Protect yourself by following HUD reporting<br>requirements. When completing applications and<br>reexaminations, you must include all sources of<br>income you or any member of your household<br>receives. If you have any questions on whether money received            | Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute <u>and</u> request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.  | pages at: <a href="http://wwwhud.cov/offices/ph/programs/ph/http/w.cfm">http://wwwhud.cov/offices/ph/programs/ph/pt/w.cfm</a> . The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs: 1. Public Housing (24 CFR 960): and  |
| should be counted as income or how your rent is<br>determined, <u>ask your PHA</u> . When changes occur in<br>your household income, <u>contact your PHA</u><br><u>immediately</u> to determine if this will affect your rental<br>assistance.<br>What do I do if the EIV information is | Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772–1213, or visit their website at: <u>www.socialsecurity.gov</u> . You may need to visit your local SSA office to have disputed death information corrected.  |   |
| Incorrect f<br>Sometimes the source of EIV information may make<br>an error when submitting or reporting information about<br>you. If you do not agree with the EIV information, let<br>your PHA know.   | Additional Verification. The PHA, with your consent,<br>may submit a third party verification form to the<br>provider (or reporter) of your income for completion<br>and submission to the PHA.  | February 2010   |

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

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.

# 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 2.

#### **Contract Unit** 3.

#### 4. Household

Household The following persons may reside in the unit. Other periods may not be field to the household without prior written approval of the support and the PHA 

#### 5. Initial Lease Term

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

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

#### 6. **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** 7.

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.

#### 8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "**O**". The tenant shall provide or pay for the utilities/appliances indicated below by a "**T**". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

| Item               | Specify fuel type          |                    |                         | Paid by     |
|--------------------|----------------------------|--------------------|-------------------------|-------------|
| Heating            | □ Natural gas □ Bottle gas | Electric Heat Pump | Oil Other               |             |
| Cooking            | □ Natural gas □ Bottle gas |                    | □ Other                 |             |
| Water Heating      | □ Natural gas □ Bottle gas |                    | Oil Other               |             |
| Other Electric     |                            |                    |                         |             |
| Water              |                            |                    |                         |             |
| Sewer              | -                          |                    |                         |             |
| Trash Collection   | -                          |                    |                         |             |
| Air Conditioning   |                            |                    |                         |             |
| Other (specify)    |                            |                    |                         |             |
|                    |                            |                    |                         | Provided by |
| Refrigerator       |                            |                    |                         |             |
| Range/Microwave    |                            |                    |                         |             |
| Signatures         |                            |                    |                         |             |
| Public Housing Ag  | gency                      | Ower               |                         |             |
|                    |                            |                    |                         |             |
|                    |                            |                    |                         |             |
| Print or Type Name | e of PHA                   | Print or Type Nam  | e of Owner              |             |
|                    |                            |                    |                         |             |
| Signature          |                            | Signature          |                         |             |
|                    |                            |                    |                         |             |
| Print or Type Name | e and Title of Signatory   | Print or Type Na   | e and Title of Signator | у           |
|                    |                            | •                  |                         |             |
| Date (mm/dd/yyyy)  | )                          | Date (mm/dd/yyyy   | )                       |             |
|                    |                            |                    |                         |             |
|                    | Mail payments to:          |                    |                         |             |
|                    | 1 5                        |                    |                         |             |
|                    |                            | Name               |                         |             |

Address (street, city, state, zip code)

# 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.
- c. 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:
  - (1) 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).
- b. 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.
  - (1) 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:
  - (1) 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.
  - If housing assistance payments are not paid (3)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 penalty if HUD determines that 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
  - (1) 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

- a. 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:
  - (1) 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 loan.

- (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;
  - 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.

#### 1. Section 8 Voucher Program

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

#### 2. Lease

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

#### 3. Use of Contract Unit

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

#### 4. Rent to Owner

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

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

#### 5. Family Payment to Owner

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

#### 6. Other Fees and Charges

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

## 7. Maintenance, Utilities, and Other Services

#### a. Maintenance

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

#### b. Utilities and appliances

(1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

#### 8. Termination of Tenancy by Owner

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

#### c. Criminal activity or alcohol abuse.

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

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

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
  - (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.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

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

#### i. Actual and Imminent Threats:

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

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.
- Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
  - (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90calendar 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 PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

#### 16. Prohibition of Discrimination

In accordance with applicable 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:
  - 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**

# U.S Department of Housing and Urban Development

Housing Choice Voucher Program

Office of Public and Indian Housing

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       4. Number of Bedrooms       5. Year Constru         Date       Image: Construction of Determined in the start of Determine | Icted 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 Detached (one fat ity under one received)  | Section 202 Section 221(d)(3)(BMIR)  |
| Semi-Detached (duplex, attached on the site)   | Tax Credit HOME  |
| Rowhouse/Townhouse (attached on two side   | Section 236 (insured or uninsured)   |
| Low-rise apartment building (4 stories or fewer)   | Section 515 Rural Development  |
| High-rise apartment building (5+ stories)  | ther (Describe Other Subsidy, including any state local subsidy)                 |
| Manufactured Home (mobile home)  |  |
| 11. Utilities and Appliances<br>The owner shall provide or pay for the utilities/appliances indicate<br>utilities/appliances indicated below by a "T". Unless otherwise spe<br>refrigerator and range/microwave.   |  |
| Item Specify fuel type   | Paid by  |
| Heating I Natural gas I Bottled gas I Ele  | ectric 🔲 Heat Poup 🗌 Oil 🗌 Other   |
| Cooking I Natural gas Bottled gas Ele  | ectric 🖉 🗆 Other   |
| Water Heating 🛛 Natural gas 🗍 Bottled gas 🗍 Ele  | ectric 🗌 Oil 🗌 Other   |
| Other Electric   |  |
| Water  |  |
| Sewer  |  |
| Trash Collection   |  |
| Air Conditioning   |  |
| Other (specify)  |  |
|  | Provided by  |
| Refrigerator   |  |
| Range/Microwave OHFA F   | Page 89  |

# 12. Owner's Certifications

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.

| Address and unit number | Date Rented | Rental Amount |
|-------------------------|-------------|---------------|
| 1.                      |             |               |
| 2.                      |             |               |
| 3.                      |             |               |

b. The owner (including a principal or other interested party) is not the parent, child, grandbarent, grandchild, sister or brother of any member of the amily, unless the PHA has determined (an mass patified the owner and the family of such determination) that approving leasing of the unit, notwithstancing such return iship, would provide reasonable accommendation for a family member who is a person with disabilities.

- c. Check one of the following:
- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint 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 **will** fy the owner and family if the unit is not approved.



| Print or Type Name of Owner/Owner Representative |                   | Print or Type Name of Household Head |                   |
|--|-------------------|--------------------------------------|-------------------|
| Owner/Owner Representative Signature             | 2                 | Head of Household Signature          |                   |
| Business Address                                 |                   | Present Address                      |                   |
| Telephone Number                                 | Date (mm/dd/yyyy) | Telephone Number                     | Date (mm/dd/yyyy) |

# **Voucher** Housing Choice Voucher Program

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

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<br>Fill in all blanks below. Type or print clearly.   | Voucher Number         |                          |
|---|------------------------|--------------------------|
| Fin in an blanks below. Type of print cleany.   |                        |                          |
| 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 assurant to be paid on behalf of the Family to the owner.) | 1. Unit Size           |                          |
| 2. Date Voucher Issued (mm/dd/yyyy)<br>Insert actual date the Voucher is issued to the family   | 2. Issue Date (mm/dd/  | уууу)                    |
| 3. Date Voucher Expires (mm/dd/y) /) must b at least sixty days after date issued.<br>Voucher is issued. (See Section 6 of the form.)   | 3. Expiration Date (m  | m/dd/yyyy)               |
| 4. Date Extension Expires (if applicable)(mm/dd/yyw)<br>(See Section 6. of this form)   | 4. Date Extension Expi | res (mm/dd/yyyy)         |
| 5. Name of Family Representative 6. Signature of Family Representative  | ive                    | Date Signed (mm/dd/yyyy) |
| 7. Name of Public Housing Agency (PHA)  |                        |                          |
| 8. Name and Title of PHA<br>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 will be determined using the gross rent for the unit selected by the family.

#### 2. Vouche

- When issuing voucher the PHA expects that if the umily finds vable unit, the PHA will have the er into a HAP contract with the ole to ev av the PHA is under no obligation to the OW family any ov er, or to any other person, to approve a e PHA does not have any liability to any party tenancy. e of this voucher. by the issua
- 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.

#### 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 voucher.
- 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.
  - 2. 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:
  - 1. The proposed unit or lease is disapproved for specified reasons, and
  - 2. 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:
  - 1. 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.
  - 3. 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.
  - 9. Request PHA written approval to add any other family member as an occupant of the unit.
  - 10. 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:
  - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - 2. 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.

- 6. 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.
- 9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

#### 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. 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   |  |
|-------------------------------|--|--|
| page 3.                       | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.   | 4 Exemptions (codes apply only to certain entities, not individuals; see |
| uo                            | Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC   | instructions on page 3):<br>Exempt payee code (if any)                   |
| rint or type.<br>Instructions | <ul> <li>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶</li> <li>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check</li> </ul> | Exemption from FATCA reporting   |
|                               |  |  |
| р<br>Specific                 | is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br>○ Other (see instructions) ►  | (Applies to accounts maintained outside the U.S.)                        |
|                               |  | nd address (optional)  |
| See                           |  |  |
|                               | 6 City, state, and ZIP code  |  |
|                               | 7 List account number(s) here (optional)   |  |
|                               |  |  |
| _                             |  |  |

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

| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid   | Social security number         |
|--|--------------------------------|
| backup 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 <i>How to get a</i> |                                |
| TIN, later.  | or                             |
| Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and   | Employer identification number |
| Number To Give the Requester for guidelines on whose number to enter.  |                                |
|  |                                |
| Part II Certification  |                                |

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am 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.

| Sign | Signature of  |
|------|---------------|
| Here | U.S. person > |

# **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)

Date 🕨

- 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  |
| <ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability<br/>company (LLC) owned by an<br/>individual and disregarded for U.S.<br/>federal tax purposes.</li> </ul>   | Individual/sole proprietor or single-<br>member LLC  |
| <ul> <li>LLC treated as a partnership for<br/>U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or<br/>2553 to be taxed as a corporation,<br/>or</li> <li>LLC that is disregarded as an<br/>entity separate from its owner but<br/>the owner is another LLC that is<br/>not disregarded for U.S. federal tax<br/>purposes.</li> </ul> | Limited liability company and enter<br>the appropriate tax classification.<br>(P= Partnership; C= C corporation;<br>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

 $7{-}{\rm A}$  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

 $12-A \ \mbox{middleman}$  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<br>through 11 and all C corporations.<br>S corporations must not enter an<br>exempt payee code because they<br>are exempt only for sales of<br>noncovered securities acquired<br>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<br>1 through 5 <sup>2</sup>  |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<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)

**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

plan

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.

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  |
| <ol> <li>Two or more individuals (joint<br/>account) other than an account<br/>maintained by an FFI</li> </ol>                               | 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<br>(joint account maintained by an FFI)  | Each holder of the account  |
| 4. Custodial account of a minor<br>(Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust<br>(grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not<br>a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| <ol> <li>Grantor trust filing under Optional<br/>Form 1099 Filing Method 1 (see<br/>Regulations section 1.671-4(b)(2)(i)<br/>(A))</li> </ol> | The grantor*  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing<br>corporate status on Form 8832 or<br>Form 2553   | The corporation   |
| 11. Association, club, religious,<br>charitable, educational, or other tax-<br>exempt organization   | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:  | Give name and EIN of: |
|--|-----------------------|
| 14. Account with the Department of<br>Agriculture in the name of a public<br>entity (such as a state or local<br>government, school district, or<br>prison) that receives agricultural<br>program payments | The public entity     |
| <ol> <li>Grantor trust filing under the Form<br/>1041 Filing Method or the Optional<br/>Form 1099 Filing Method 2 (see<br/>Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>                             | 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 *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 report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/ldentityTheft* 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.

**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 to enducting 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.

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 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)(ii). 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-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

 $12\mbox{--}A$  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 $\ldots$  |
|--|--|
| Interest and dividend payments   | All exempt payees except for 7   |
| Broker transactions  | Exempt payees 1 through 4 and 6<br>through 11 and all C corporations. S<br>corporations must not enter an exempt<br>payee code because they are exempt<br>only for sales of noncovered securities<br>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<br>1 through 5 <sup>2</sup>   |
| Payments made in settlement of<br>payment card or third party network<br>transactions  | Exempt payees 1 through 4  |

<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

 $\rm H-A$  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.

#### 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 *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. 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 Page/Proventier 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:   |
|--|---|
| 1. Individual<br>2. Two or more individuals (joint<br>account)   | The individual<br>The actual owner of the account or,<br>if combined funds, the first<br>individual on the account' |
| <ol> <li>Custodian account of a minor<br/>(Uniform Gift to Minors Act)</li> </ol>  | The minor <sup>2</sup>  |
| <ol> <li>a. The usual revocable savings<br/>trust (grantor is also trustee)</li> <li>b. So-called trust account that is<br/>not a legal or valid trust under<br/>state law</li> </ol>                      | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>   |
| <ol> <li>Sole proprietorship or disregarded<br/>entity owned by an individual</li> </ol>   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional<br>Form 1099 Filing Method 1 (see<br>Regulations section 1.671-4(b)(2)(i)<br>(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 entity⁴   |
| 9. Corporation or LLC electing<br>corporate status on Form 8832 or<br>Form 2553  | The corporation   |
| 10. Association, club, religious,<br>charitable, educational, or other tax-<br>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<br>Agriculture in the name of a public<br>entity (such as a state or local<br>government, school district, or<br>prison) that receives agricultural<br>program payments | The public entity   |
| 14. Grantor trust filing under the Form<br>1041 Filing Method or the Optional<br>Form 1099 Filing Method 2 (see<br>Regulations section 1.671-4(b)(2)(i)<br>(B))  | The trust   |

Page 4

<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 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 Assistance

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.

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.

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 28720 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 <u>www.hapcheck.com.</u>

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 **www.hapcheck.com** 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

# PART 1: Transaction Type PLEASE ATTACH A VOIDED CHECK TO THIS FORM.

New setup

Cancellation (Leave Part 4 blank)

- Change financial institution
- Change account number
- Change account type

## PART 2: Payee Identification

| 1. Tax ID (Social Security Number or Employer Identification Number) |         | 2. Work Phone Number |          |             |
|--|---------|----------------------|----------|-------------|
| 3. Name  |         | 4. Home Phone Number |          |             |
| 5. Address   | 6. City |                      | 7. State | 8. ZIP Code |

# PART 3: Authorization for Setup, Changes, or Cancellation

I hereby request and authorize the Oklahoma Housing Finance Agency to deposit payments by electronic funds transfer into the account specified below and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. I recognize that, if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.

This authorization will remain in effect until written notice to terminate is given. The undersigned must allow a reasonable amount of time for initiating or terminating Direct Deposit and is responsible for notification of any change in financial institution information.

| 9. Authorized Signature | 10. Printed Name | 11. Date |
|-------------------------|------------------|----------|
|                         |                  |          |

## **PART 4:** Financial Institution (Must be completed by Payee, Owner or Manager.)

| 12. Financial Institution Name         |                             | 13. City |               | 14. State | 15. ZIP Code |
|--|-----------------------------|----------|---------------|-----------|--------------|
| 16. Routing Transit Number             | 17. Customer Account Number |          | 18. Type of A |           |              |
| 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.

# OR

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

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) 292-8980 Fax: (918) 292-8983 TTY: (800) 877-8339.

# **For Additional Information**

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

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 <u>https://www.victimsofcrime.org/our-programs/stalking-resource-center</u>.

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

Victims of stalking seeking help may contact the Oklahoma Safeline at 1-800-522-7233 or visit http://ocadvsa.org/local-resources 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

**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. Da | ate the written request is received by victim:                         |
|-------|--|
| 2. Na | ame of victim:   |
| 3. Yo | our name (if different from victim's):                                 |
| 4. Na | ame(s) of other family member(s) listed on the lease:                  |
| 5. Re | esidence of victim:  |
| 6. Na | ame of the accused perpetrator (if known and can be safely disclosed): |
| 7. Re | elationship of the accused perpetrator to the victim:                  |
| 8. Da | ate(s) and times(s) of incident(s) (if known):                         |
| 10. L | Location of incident(s):   |
| In ye | our own words, briefly describe the incident(s):                       |
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knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_\_Signed on (Date) \_\_\_\_\_\_

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

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 chosen to rent) (Payment Standards are in the Briefing Book and on the OHFA website)

Next, use the **Utility Allowance** 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)

**16.** Equals estimated **Tenant Rent** (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 (Line 16) plus the Utility Allowance (Line 9) must be equal to or less than 40% of your monthly-adjusted income.

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 Maximum Asking Rent for the unit if Line 22 is higher than Line 19

- 23. Asking Rent (Line 8)
- 24. Overage If Line 17 is larger than Line 19 (take Line 17 minus Line 19) or enter Zero
- **25.** Equals Maximum Asking Rent for the unit (Line 23 minus Line 24)

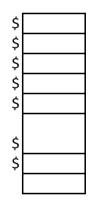
If the landlord will not agree to lower the rent, you will have to locate another unit. (Final rent is subject to Rent Reasonableness and approval by OHFA's field agent)

This is only an estimate and your amounts may vary









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