



NEW HAMPSHIRE  
HOUSING



## Housing Choice Voucher Participant's Handbook

NHHFA.org

May 2024

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## The Housing Choice Voucher (HCV) Program

ASSISTED HOUSING

- The HCV program was created to provide rent subsidies for eligible low-income families, elderly and persons with disabilities so they can afford to rent or purchase safe, decent and affordable housing.
- Subsidy is calculated by using a formula including the gross rent, payment standard and 30% of monthly income. You cannot pay more than 40% of your monthly adjusted income and we will do the determination for you.
- Subsidy is figured by using **whichever is less, the actual bedroom size of your unit or the voucher size.** You can rent a unit with less bedrooms than listed on the voucher, but we will calculate the subsidy using the actual bedrooms in the unit. You can also rent a unit with more bedrooms but in that case, we will use the number of bedrooms listed on your voucher.



## What We Will Cover

- Program overview
- Reasonable Accommodation
- Finding appropriate housing
- Extension of voucher term
- Where you can find a unit
- Your responsibilities
- Steps for leasing a unit
- Information about Violence Against Women Act (VAWA) and reporting discrimination



If you have a disability you may ask for a reasonable accommodation for a change in rules, policies and methods of communication and distribution of information if needed to give you an equal opportunity to use your voucher. Information to request a reasonable accommodation form can be found in Appendix E.



See the next page to determine if a unit will work for the program. Call your Rental Assistance Manager (RAM) to determine if the unit will work.



If you speak a language other than English, New Hampshire Housing will provide free language assistance. See language services list, Appendix K.  
*Esta es información muy importante. Para asistencia en español, contacte ésta oficina al 1-800-439-7247, ext. 9210. Los servicios de un intérprete se le proveerán sin costo alguno.*



Your voucher is valid for 60 days. You may request an extension by contacting your Rental Assistance Manager.



## Voucher Worksheet

### Assisted Housing



Gross Rent	\$ _____
Minus 30% or 10% of income (from welcome letter)	- \$ _____
Maximum HAP	\$ _____ (A)
Payment Standard (for area where you want to lease, also on welcome letter)	\$ _____
Minus 30% or 10% of income (from welcome letter)	- \$ _____
HAP payment	\$ _____ (B)
Lower of (A) or (B) = HAP payment	\$ _____
Gross rent	\$ _____
Minus lower HAP payment (A or B)	-\$ _____
Total Tenant Payment (TTP)	\$ _____
TTP cannot exceed 40% of income (on welcome letter)	(TTP) 40% \$ _____
Will this unit work? Call your RAM.	



If you wish to stay in your current housing, notify your Rental Assistance Manager. If the unit meets Housing Quality Standards, and the owner will accept the program, it may be possible for you to receive assistance there.

If your current housing does not meet requirements or you wish to move, you need to locate a suitable unit. There is a current vacant in the packet and you can find it on the NHHFA website. Accessible units are designated on the listing. You must show that you are making reasonable efforts to find housing.

You must discuss any possible extension with your Rental Assistance Manager. You can have extensions of up to two additional 30-day periods if vouchers are available.


### Factors we will consider when assessing extension requests:

- Extenuating circumstances of the family
- Previous submissions of Requests for Tenancy Approvals that were disapproved.
- Family size or other special requirements that make it difficult to find a unit.
- Evidence of serious attempt made to secure housing such as a list of landlords contacted during the search time.
- Availability of funds to support the voucher. Funding constraints may require the need to rescind the voucher or deny extensions.



## Expanding Housing Opportunities

### ASSISTED HOUSING



There is a wealth of information available on the Internet to assist you in identifying the advantages of moving to an area with better schools, lower crime and safer neighborhoods. Here are some reasons to consider living in an area with less people living in poverty.

- Housing is often of better quality and better maintained.
- The schools might have more resources available to support learning.
- Neighborhoods might be safer because there might be less crime.
- Use the link [www.city-data.com/poverty/](http://www.city-data.com/poverty/) to find areas with a higher percentage of people living in poverty than others.
- Check the maps in Appendix H to find NH concentrations of poverty.
- Job opportunities in the State of New Hampshire can be accessed through the New Hampshire Employment Security website at [www.nh.gov/nhes](http://www.nh.gov/nhes) or you may call them at 1-800-852-3400.





### Subsidy Standards

As a general policy, no more than two persons are required to share a bedroom. Subsidies are issued based upon the smallest number of bedrooms needed to house a family without overcrowding. New Hampshire Housing will take into consideration reasonable accommodation requests when making decisions on the need for a different size unit. Send any requests for a reasonable accommodation to your Rental Assistance Manager.

### Lead-Based Paint

The purpose of addressing the lead-based paint issue is to put in place procedures to eliminate hazards of lead-based paint poisoning. Buildings constructed prior to 1978 with children under six years of age in the household are required to undergo visual inspections for defective paint surfaces (any surface on which the paint is cracking, scaling, chipping, peeling or loose) at both the initial and annual inspections.

If a child with an elevated blood level will occupy the home, an environmental investigation must be done. If any hazards are identified, special requirements have to be met. Any questions or concerns regarding this issue should be directed to your Rental Assistance Manager. Appendix A has a HUD fact sheet on this.

[www.hud.vog/offices/lead/hhi/index.cfm](http://www.hud.vog/offices/lead/hhi/index.cfm)



# Resources for Your Housing Search

### Housing Search Assistance

- Included in this packet is a list of vacant market-rate units that accept vouchers, which can also be found at [www.NHHFA.org/search-for-housing](http://www.NHHFA.org/search-for-housing).
- Zillow and Trulia have listings of market rate rentals: [www.zillow.com/nh/rentals](http://www.zillow.com/nh/rentals) [www.trulia.com/rent-sitemap/New-Hampshire-apartments](http://www.trulia.com/rent-sitemap/New-Hampshire-apartments)
- We will negotiate with owners/landlords if the rent and utilities are close to what would be allowed with the voucher.
- Appendix F has a listing of Supportive Service and Disability organizations.





### After finding a unit, please follow these steps:

- **Call your Rental Assistance Manager** to review the unit information. Your contact person will give you preliminary approval to proceed with the unit approval process.
- You and the owner must **complete the Request for Tenancy Approval** that is located in the packet. (It is also available at [www.nhhfa.org/rental-assistance/forms-publications](http://www.nhhfa.org/rental-assistance/forms-publications).) Your Rental Assistance Manager will complete the 40% worksheet to determine if the requested rent will qualify.
- **Send a copy of the signed owner's lease** to your Rental Assistance Manager once the unit has been qualified.

- Review the Tenancy Addendum in Appendix B for your rights and responsibilities. The HCV program requires that this document be added to your landlord's lease.
- The Rental Assistance Manager will discuss the program with the owner. When requested, New Hampshire Housing will provide prospective owners with the names and addresses of your current and prior landlords.
- An inspection of the unit will be scheduled. **Do not sign a lease or begin moving in until the unit passes inspection and your Rental Assistance Manager tells you it is okay to proceed.**
- Once the unit passes the Housing Quality Standard (HQS) inspection, a Housing Assistance Payments (HAP) Contract will be prepared for signatures.



# Violence Against Women Act / Discrimination

The Violence Against Women Act (VAWA) protects tenants (both men and women) who are victims of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance based on acts of violence against them. The notice can be found on the NHHFA website and is located in Appendix I. The law includes policies regarding emergency transfers and the NHHFA emergency transfer form is at [www.NHHFA.org](http://www.NHHFA.org).

The law also provides that any incident of actual or threatened domestic violence, dating violence, stalking or sexual assault will not be construed as serious or repeated violations of the lease by the victim and will not be "good cause" for termination of assistance, tenancy or occupancy rights of a victim of such violence.

**National Domestic Violence Hotline: 1-800-799-7233**

No owner can refuse to rent to anyone solely because of their race, color, religion, sex, handicap, familial status, national origin, age, marital status or sexual orientation. If you wish to file a discrimination complaint, please complete the Housing Discrimination Complaint form which can be found in Appendix G.

Discrimination may include:

- Setting different terms or conditions.
- Advertising in a discriminatory way, for example: No children.
- Denying a unit is available when it actually is available.



The ability of a family to move from New Hampshire Housing's jurisdiction to another housing authority is called portability. It allows you to move anywhere in the United States with your voucher.

You must have lived in New Hampshire Housing's jurisdiction for one year before using portability unless you qualify for an exception under VAWA or for reasonable accommodation.

Follow these steps if you wish to leave this jurisdiction:

- Call your Rental Assistance Manager to find out if you can be issued a transfer voucher. You have to be a tenant in good standing and if you are in a repayment agreement, the debt must be paid in full before moving to another housing authority's jurisdiction.

- Your Rental Assistance Manager will contact the housing authority in the area to which you want to move.
- Other housing authorities have different rules, policies and deadlines. They may also have different payment standards and utility allowances. You should call them (we will give you a contact phone number) to check on any differences.
- When you leave New Hampshire Housing's jurisdiction, you must comply with the other housing authority's procedures. New Hampshire Housing or any other housing authority may make a determination to deny or terminate assistance to the family in accordance with the Federal Regulations.
- In Appendix D you will find Housing Authority contact information for the surrounding states.



# Family Responsibilities

### Adult household members must follow the rules:

- Any information supplied must be true and complete.
- **If your household currently has no income** you must report changes in income, assets, or deductions in writing within 14 days. If your household has income the change will be done at your recertification. Decreases are done the first of the following month.
- Supply any information requested by NHHFA for use in a regularly scheduled reexamination or interim examination.
- Give NHHFA and the owner at least a 30-day notice before moving out or terminating the lease.
- Request written approval to add any other person as an occupant of the unit. Visitors cannot stay more than 14 consecutive days or a total of 30 days in a calendar year.
- Notify NHHFA in writing prior to being away from the unit for 30 days or more. Absence may not exceed 90 consecutive days or 90 days per calendar year. Written notice should document length of time away and affirm intent to return. You must pay rent and utilities during the absence and arrange for inspection and receipt of all correspondence.
- Allow NHHFA to inspect the unit at reasonable times and after reasonable notice.



- Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
- Promptly notify NHHFA in writing of the birth, adoption or court-awarded custody of a child.
- Do not cause damage to the unit or premises or permit any guest to damage the unit. If a breach in Housing Quality Standards (HQS) is life threatening, it must be corrected within 24 hours. All other breaches of HQS must be corrected in 30 days.
- Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Read Appendix J which outlines the Rental Housing Integrity Improvement Project. It explains HUD's income computer matching program and the penalties for providing false information.

- Give NHHFA a copy of any owner eviction notice.
- Obtain owner permission to engage in legal profit-making activities in the unit. Primary use of the unit must be for the family's residence.

#### Every family member must not:

- Commit any serious or repeated violations of the lease by causing any damage to the unit in excess of \$1,500 or owing three months or more of the family portion of the rent or by receiving a court determination that the family has committed a serious or repeated violation of the lease.
- Breach an agreement with NHHFA to pay amounts owed.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Program.




#### Every family member must not:

- Participate in illegal drug-related activity, violent criminal activity or abuse alcohol in a way that will threaten the health and safety of others or the right to peaceful enjoyment of the premises by others or those residing in the immediate vicinity of the premises.
- Be convicted of drug-related criminal activity or violent criminal activity.
- Sublease or let the unit, assign the lease, transfer the unit or provide accommodations for boarders or lodgers.
- Be subject to a lifetime registration requirement under a State sex offender program.
- Damage the unit or premises or permit any guest to damage the unit or premises.
- Ever have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
- Engage in abusive or violent behavior toward NHHFA personnel which includes verbal abuse or verbal harassment, whether communicated orally or in print format. It includes but is not limited to the use of profanity, racial slurs or gender-based labels and also includes physical abuse or physical violence.
- Rent a unit from a relative who is the parent, child, grandparent, grandchild, sister or brother of any member of the family unless NHHFA has determined that approving rental of the unit would provide reasonable accommodation for a family member who is a person with disabilities.







Failure to meet the conditions listed in this handbook including timely payment of rent to the owner or failure to fulfill the obligations under the lease with the owner, will be a basis for termination of rental assistance under the Housing Choice Voucher program.

If New Hampshire Housing makes a recommendation for termination, you may request an informal hearing to have the circumstances of the decision reviewed. The request for a hearing must be made in writing to our mailing address.

Information regarding Hearing Procedures can be found in Appendix C.



## Move Process

### ASSISTED HOUSING

#### After the first year, If you wish to move:

- Call your Rental Assistance Manager to find out if you are eligible to move.
- Check your lease
  - Has the initial term of the lease been satisfied?
  - Have you been in the unit for one year?
  - Have you given a 30-day written notice to the owner?
  - Have you given a copy of the 30-day notice to New Hampshire Housing?
  - Do you owe money to the landlord or have you caused damages to the unit?
- Your rental portion for the rent and utilities cannot be more than 40% of your monthly adjusted income. Your Rental Assistance Manager can figure out whether a specific unit will qualify or not.
- Call your Rental Assistance Manager with the following information:
  - Amount of the rent.
  - Which utilities you are responsible to pay.
  - Number of bedrooms
  - Owner's name and phone number.
- New Hampshire Housing limits the number of moves to one per 12-month period.



Before someone moves into your home, you must follow these steps:

- Report the change in writing to your Rental Assistance Manager. New Hampshire Housing must give permission to add the person to the household. Forms have to be signed and eligibility determined.
- The person may not move into the household until you have received confirmation from NHHFA that the new Household member has been approved.
- Contact the owner of the unit and get written permission to add the person to the lease. Provide your Rental Assistance Manager with that written permission from the landlord.
- Provide evidence of citizenship or eligible immigration status, Social Security documentation, a signed criminal release and a completed Personal Declaration Form. New Hampshire Housing will provide you with the appropriate forms.
- Do not allow people who do not live with you to use your address as their mailing address. This is a violation because it is establishing residence at your subsidized unit.



## Successful Tenancy

### ASSISTED HOUSING

Good communication is the key to building and maintaining effective relationships with New Hampshire Housing, your landlord and your neighbors. Communicate with respect and listen to others.



What changes have to be made in writing within 14 calendar days of the change?

- If your household currently has no income, you must report changes in income, assets or deductions.
- If you want to add someone to your household.
- If someone moves out of your household.
- If you or someone in your household have a decrease in income that lasts more than 30 days.



Remember: households without current income, have to report when income begins. All households have to report changes in the household composition and all households can report decreases in income at any time.



### Video

<https://youtu.be/gvCjtObvUgl>

You must watch the HCV Briefing Video that explains:

- How the HCV Program works
- Finding housing
- The landlord/ owner's responsibilities, including Fair Housing Laws
- The household's responsibilities



Housing Choice Voucher Participant's Handbook

### List of Appendices

## ASSISTED HOUSING



- **Appendix A** : EPA Fact Sheet regarding Lead-Based Paint
- **Appendix B** : Tenancy Addendum
- **Appendix C** : Informal Hearing Procedure
- **Appendix D** : PHA Contact Information
- **Appendix E** : Notice of Right to Reasonable Accommodation
- **Appendix F** : Supportive Service and Disability Organizations
- **Appendix G** : HUD Discrimination form
- **Appendix H** : NH Poverty Concentration maps
- **Appendix I** : Notice regarding Violence Against Women Act
- **Appendix J** : Rental Housing Integrity Improvement Project
- **Appendix K** : Language Assistance Services





# FACT SHEET

## EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

### SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

### LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

### EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

### BACKGROUND

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

### WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



## Appendix A

### WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

### TYPE OF HOUSING COVERED

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

### TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.
- Foreclosure sales.

### EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

### THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

### EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

### FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to [ehc@cais.com](mailto:ehc@cais.com). Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

#### Electronic Access:

**Gopher:** [gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead\\_pm](http://gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm)

**WWW:** <http://www.epa.gov/opptintr/lead/index.html>  
<http://www.hud.gov>

**Dial up:** (919) 558-0335

**FTP:** [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type "anonymous." Your password is your Internet E-mail address.)

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

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

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

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's 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.

## 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.



## Appendix B

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

#### a. Maintenance

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

#### b. Utilities and appliances

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

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

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

### 8. Termination of Tenancy by Owner

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

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

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

#### c. Criminal activity or alcohol abuse

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

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

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

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

### 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).

## Appendix B

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

### 10. Eviction by court action

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

### 11. Owner notice of grounds

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

### 12. Lease: Relation to HAP Contract

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

### 13. PHA Termination of Assistance

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

### 14. Family Move Out

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

### 15. Security Deposit

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

### 16. Prohibition of Discrimination

In accordance with applicable 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.



## Appendix B

### 18. Changes in Lease or Rent

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

### 19. Notices

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

### 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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





### Informal Hearing Procedure

The New Hampshire Housing Finance Authority (NHHFA) has taken an action that may affect your housing assistance.

You may ask for an **explanation** if you are being informed regarding any of the following:

- The determination of the family's annual income or adjusted income and the use of that income to calculate the housing assistance payment.
- The determination of the appropriate utility allowance from the NHHFA utility allowance schedule for any utilities you pay.
- The determination of the number of bedrooms (family unit size) under NHHFA's subsidy standards.

If you do not agree with the determination, you may ask for an explanation of the decision. If after receiving the explanation you do not agree, you may request an informal hearing on the decision. Your request for an informal hearing has to be sent in writing to your Rental Assistance Manager within 14 calendar days of receiving the explanation.

\*\*\*\*\*

You may ask for an **informal hearing** if you do not agree with the decision regarding:

- Termination of assistance because of something you did or failed to do.
- Termination of assistance because the family has been absent from the unit longer than the maximum time permitted under NHHFA's Administrative Plan or HUD rules.

Your request has to be sent in writing to your Rental Assistance Manager within 14 calendar days of this notice.

\*\*\*\*\*

**NHHFA is not required to provide an opportunity for an informal hearing for any of the following:**

- Discretionary administrative determinations by NHHFA
- General policy issues or class grievances
- Setting of the utility allowances for the family
- Not approving an extension or suspension of a voucher term
- Not approving a unit or tenancy
- Determination that a unit did not meet the Housing Quality Standards
- Decision that the unit does not meet Housing Quality Standards because of the family size
- Decision to take any actions (or not take actions) against the owner under a Housing Assistance Payments contract



## PHA Contact Information

Massachusetts		Address	City	State	Zip Code	Phone	Fax	Email
Department of Housing & Community Development		100 Cambridge Street Suite 300	Boston	MA	02114	617-573-1150	617-573-1345	brendan.goodwin@mass.gov
<b>Maine</b>								
Auburn Housing Authority		20 Great Falls Plaza	Auburn	ME	04212	207-784-7351	207-784-5545	rwhiting@auburnhousing.org
Augusta Housing Authority		33 Union Street	Augusta	ME	04330	207-626-2357	207-626-2359	amanda.olson@augustahousing.org
Bar Harbor Housing Authority		Malvern Belmont Estates	Bar Harbor	ME	04609	207-288-4770	207-288-4770	duane.bartlett@emdiha.org
Bath Housing Authority		80 Congress Avenue	Bath	ME	04530	207-443-3116	207-443-8116	dkeller@bathhousing.org
Biddeford Housing Authority		22 South Street	Biddeford	ME	04005	207-282-6537	207-286-0580	ggagnonbha@maine.rr.com
Brewer Housing Authority		15 Colonial Circle Suite 1	Brewer	ME	04412	207-898-7890	207-989-7554	cperkins@brewerhousing.com
Brunswick Housing Authority		12 Stone Street	Brunswick	ME	04011	207-725-8711	207-729-2642	john@brunswickhousing.org
Caribou Housing Authority		25 High Street	Caribou	ME	04736	207-493-4234	207-376-0178	plourde@cariboumaine.org
Ellsworth Housing Authority		Union River Apartments	Ellsworth	ME	04605	207-288-4770	207-288-4770	duane.bartlett@emdiha.org
Fort Fairfield Housing Authority		18 Fields Lane	Fort Fairfield	ME	04742	207-476-5771	207-476-5450	ffha@maine.rr.com
Housing Authority City of Bangor		161 Davis Road	Bangor	ME	04401	207-942-6365	207-942-6043	mmyatt@bangorhousing.org
Lewiston Housing Authority		1 College Street	Lewiston	ME	04240	207-783-1423	207-783-8642	ckilmurry@lewistonhousing.org
Maine State Housing Authority		353 Water Street	Augusta	ME	04330	207-626-4600	207-626-4678	dbrennan@mainhousing.org
Mount Desert Housing Authority		Maple Lane Apartments	Mount Desert	ME	04660	207-288-4770	207-288-4770	duane.bartlett@emdiha.org
Old Town Housing Authority		358 Main Street	Old Town	ME	04468	207-827-6151	207-827-1502	lmiller@oldtownhousing.net
Portland Housing Authority		14 Baxter Boulevard	Portland	ME	04101	207-773-4753	207-761-5886	cessins@poorthouse.org
Presque Isle Housing Authority		58 Birch Street	Presque Isle	ME	04769	207-768-8231	207-764-5614	itrombley@pihousing.org
Sanford Housing Authority		17 School Street	Sanford	ME	04073	207-324-6747	207-324-6870	dgerry@sanfordhousing.org
South Portland Housing Authority		100 Waterman Drive Suite 101	South Portland	ME	04106	207-773-4140	207-773-4006	mhulsey@spha.net
Southwest Harbor Housing Authority		Ridge Apartments	Southwest Harbor	ME	04679	207-288-4770	207-288-4770	duane.bartlett@emdiha.org
The Housing Authority Of The City Of Westboro		30 Liza Harmon Drive	Westbrook	ME	04092	207-854-9779	207-854-0962	claroche@westbrookhousing.org
Tremont Housing Authority		Birchwood Apartments	Bass Harbor	ME	04653	207-288-4770	207-288-4770	duane.bartlett@emdiha.org
Van Buren Housing Authority		130 Champlain Street	Van Buren	ME	04785	207-868-5441	207-868-2833	vbgal1@myfairpoint.net
Waterville Housing Authority		88 Silver Street	Waterville	ME	04901	207-873-2155	207-877-9429	diane@watervillehousing.org
<b>Vermont</b>								
Vermont State Housing Authority		1 Prospect Street	Montpelier	VT	05602	802-229-9232	802-828-3248	richard@vsha.org







### **Notice of Right to Reasonable Accommodation**

A Reasonable Accommodation is intended to provide persons with disabilities equal opportunity to participate in the Housing Choice Voucher program through the modification of policies and procedures. New Hampshire Housing is obligated to make an accommodation that is reasonable, unless doing so would result in an undue hardship or fundamental alteration in the nature of the housing program.

If you are a person with a disability, and if your request is reasonable, we will try to accommodate your request. New Hampshire Housing will respond to your request within 30 days.

To obtain a Reasonable Accommodation Request form:

- Call 1-800-439-7247
- People who are hard of hearing can use the TDD line at 603-472-2089 or the NH Relay Number: 711. TTY or Voice: 711 or 800-735-2964 or 800 676-3777. Español: 800-676-4290.
- Write to New Hampshire Housing, PO Box 5087, Manchester, NH 03108.
- Visit our website [www.nhhfa.org](http://www.nhhfa.org)

If you need help filling out a Reasonable Accommodation Request form, or if you would like to submit a request in some other way, please let us know. Any information you provide will be kept confidential.



## APPENDIX F

### SUPPORTIVE SERVICE AND DISABILITY ORGANIZATIONS

New Hampshire resources that may provide some assistance and counseling with housing search and related issues:

#### I. Housing Search Related Counseling/Information & Referral:

- **2.1.1 New Hampshire:** Dial 2-1-1; [www.211nh.org](http://www.211nh.org)
- **Brain Injury Association of NH (BIANH):** 1-800-773-8400; 603-225-8400; [www.bianh.org](http://www.bianh.org)
- **Community Action Programs (CAPs):** Service Link 2-1-1 or New Hampshire Homeless Helpline at 1-866-444-4211
- **Granite State Independent Living (GSIL):** 1-800-826-3700; 603-228-9680; [www.gsil.org](http://www.gsil.org); email: [info@gsil.org](mailto:info@gsil.org)
- **New Hampshire Community Loan Fund:** 1-800-432-4110; 603-224-6669; [www.communityloanfund.org](http://www.communityloanfund.org)
- **NH Governor's Commission on Disability (GCD):** 1-800-852-3405; 603-271-2773; [www.nh.gov/disability](http://www.nh.gov/disability); email: [disability@nh.gov](mailto:disability@nh.gov)
- **NH Service Link Network:** 1-866-634-9412; [www.servicelink.org](http://www.servicelink.org); 603-644-2240.
- **USDA Rural Development/Multi family Housing Rentals:** <https://rdmfhrentals.sc.egov.usda.gov>

#### II. Security Deposits, Rent, Moving Expenses, Utility Deposits for Housing Search:

- **2.1.1 New Hampshire:** Dial 2-1-1; [www.211nh.org](http://www.211nh.org)
- **Community Action Programs (CAPs):** Contact Service Link or dial 2-1-1
- **Listen Community Services (Lebanon area):** 603-448-4553; [www.listencs.org](http://www.listencs.org)
- **The Front Door Agency (Greater Nashua area):** 603-886-2866
- **NH ServiceLink Network:** 1-866-634-9412; 603-644-2240; [www.servicelink.nh.gov](http://www.servicelink.nh.gov)
- **Public Utilities Commission/Consumer Affairs Division:** Utility dispute matters 603-271-2431; 1-800-852-3793; [www.puc.nh.gov](http://www.puc.nh.gov)
- **Harbor Homes, Inc. (Veterans statewide):** 603-3616 ext. 1256; [www.harborhomes.org](http://www.harborhomes.org)
- **SHARE Outreach, Inc. (Milford and surrounding areas):** 603-673-9898; [www.sharenh.org](http://www.sharenh.org)
- **The Way Home (Manchester and surrounding areas):** 603-627-3491; [www.thewayhomenh.org](http://www.thewayhomenh.org)
- **Town/City Welfare:** Contact your local City Hall.

## APPENDIX F

### III. NH Center for Independent Living:

- **Granite State Independent Living (GSIL):** 1-800-826-3700; 603-228-9680; [www.gsil.org](http://www.gsil.org)

### IV. State Medicaid Agencies:

- **NH Department of Health and Human Services (DHHS):** 1-844-275-3447; [www.dhhs.nh.gov](http://www.dhhs.nh.gov)
- **Medicaid Eligibility online:** <https://medicaid-help.org/>

### V. Advocacy and State Protection Organizations:

- **Disabilities Rights Center, Inc. (DRC):** 603-228-0432; 1-800-834-1721 voice TDD; [www.drcnh.org](http://www.drcnh.org)
- **Legal Advice & Referral Center (LARC):** 1-800-639-5290; 603-224-3333; [www.nhlegalaid.org](http://www.nhlegalaid.org)
- **New Hampshire Legal Assistance (NHLA):** 1-800-639-5290 (apply through LARC) TTY: Dial 711 or 1-800-735-2964; [www.nhla.org](http://www.nhla.org)
  - **Branch Offices:**
    - Berlin: 1-800-698-8969
    - Claremont: 1-800-562-3994
    - Concord: 1-800-921-1115
    - Manchester: 1-800-562-3174
    - Portsmouth: 1-800-334-3135
  - **Senior Law Project:** 1-888-353-9944
- **NH Governor's Commission on Disability (GCD):** 1-800-852-3405; 603-271-2773; [www.nh.gov/disability](http://www.nh.gov/disability); Email: [disability@nh.gov](mailto:disability@nh.gov)
- **NH Commission for Human Rights:** 603-271-2767 press option #0 to request a language interpreter or for accommodations for persons with disabilities
- [www.nh.gov/hrc](http://www.nh.gov/hrc); Email: [humanrights@nh.gov](mailto:humanrights@nh.gov)
- **NH Developmental Disabilities Council:** 603-271-3236; TDD 1-800-735-2964; [www.nhddc.org](http://www.nhddc.org)

If your family includes a person with disabilities you may request a listing of accessible units. Please contact our office or visit: [www.nhhfa.org](http://www.nhhfa.org).



# 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](mailto: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](mailto: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](mailto:Complaints_office_03@hud.gov)

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-  
sippi, 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](mailto:Complaints_office_04@hud.gov)

**For Illinois, Indiana, Michigan, Minnesota,  
Ohio, and Wisconsin:  
MIDWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: [Complaints\\_office\\_05@hud.gov](mailto:Complaints_office_05@hud.gov)

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:  
SOUTHWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](http://www.hud.gov)

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PLACE  
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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. 93-384); 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?

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

State briefly what happened.

# 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

## 2 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.

## 3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

## 4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

## 5 When did the last act of discrimination occur?

Enter the date

\_\_\_\_/\_\_\_\_/\_\_\_\_

Is the alleged discrimination continuing or ongoing?

Yes No

☐☐

Signature

Date

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





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

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

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

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

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

Keep this information for your records.

Date you mailed your information to HUD:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

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

## ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson  
Secretary

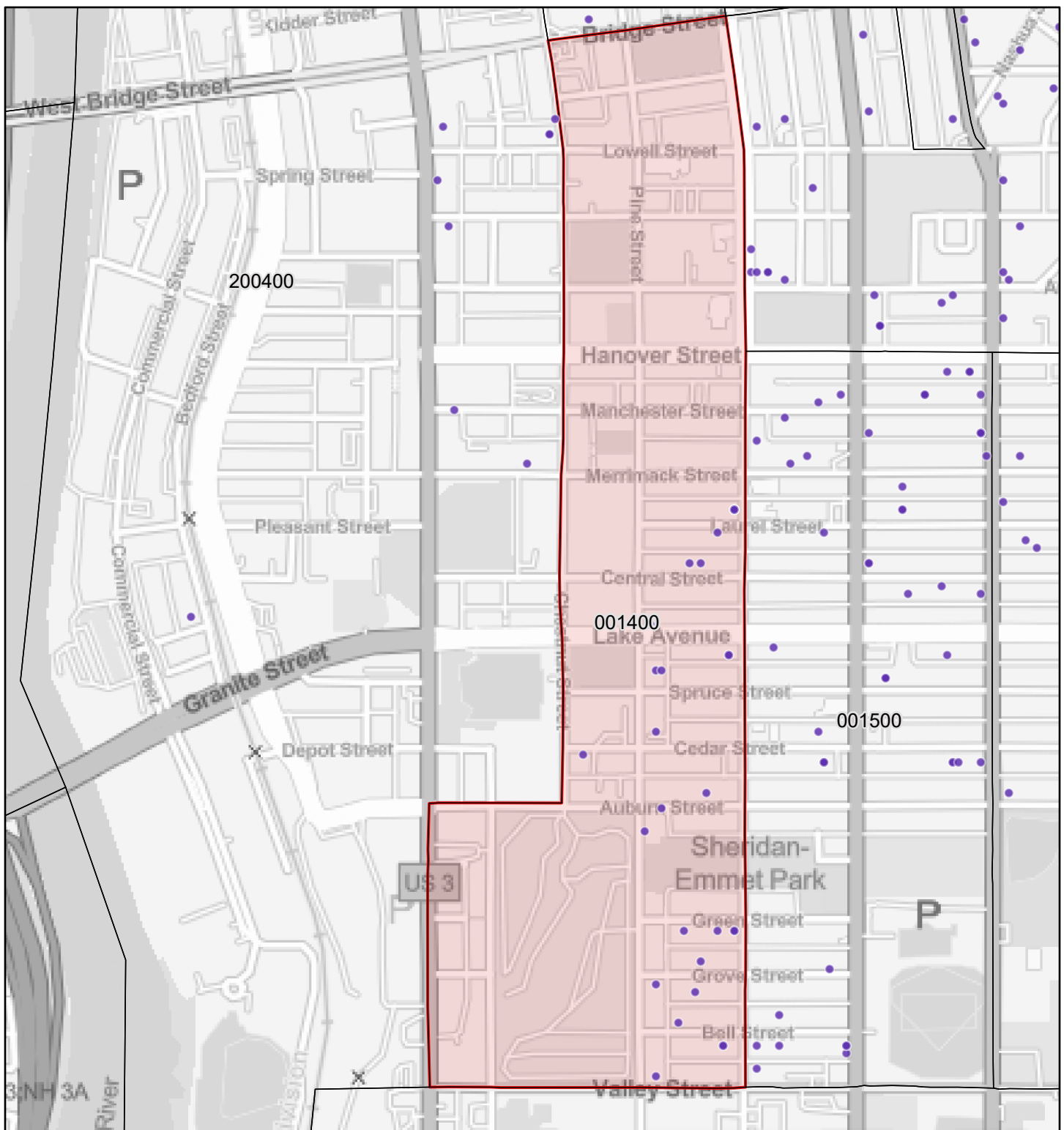
## HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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



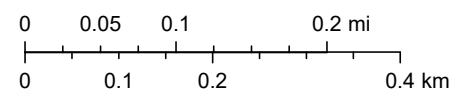
Figure 1. Census Tract 001400 with 2023 Voucher Locations



5/10/2024

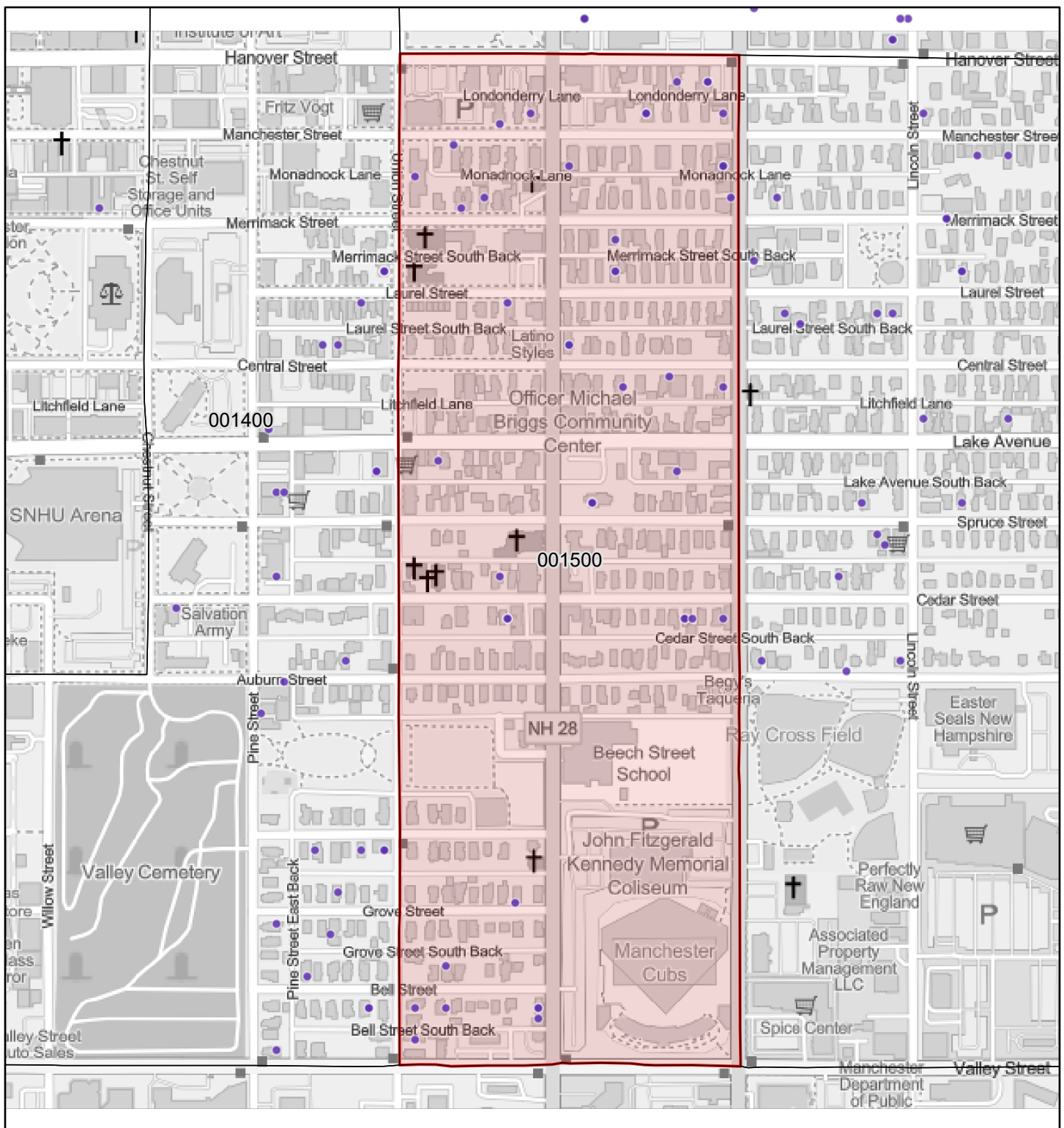
1:11,000

- Voucher Location 2023
- Surrounding Census Tract
- Poverty Census Tract



Esri, Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Figure 2. Census Tract 001500 with 2023 Voucher Locations



5/10/2024

- Voucher Location 2023
- Surrounding Census Tract
- Poverty Census Tract

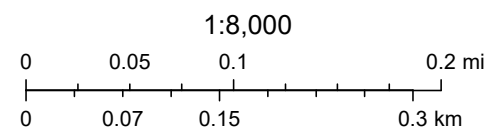
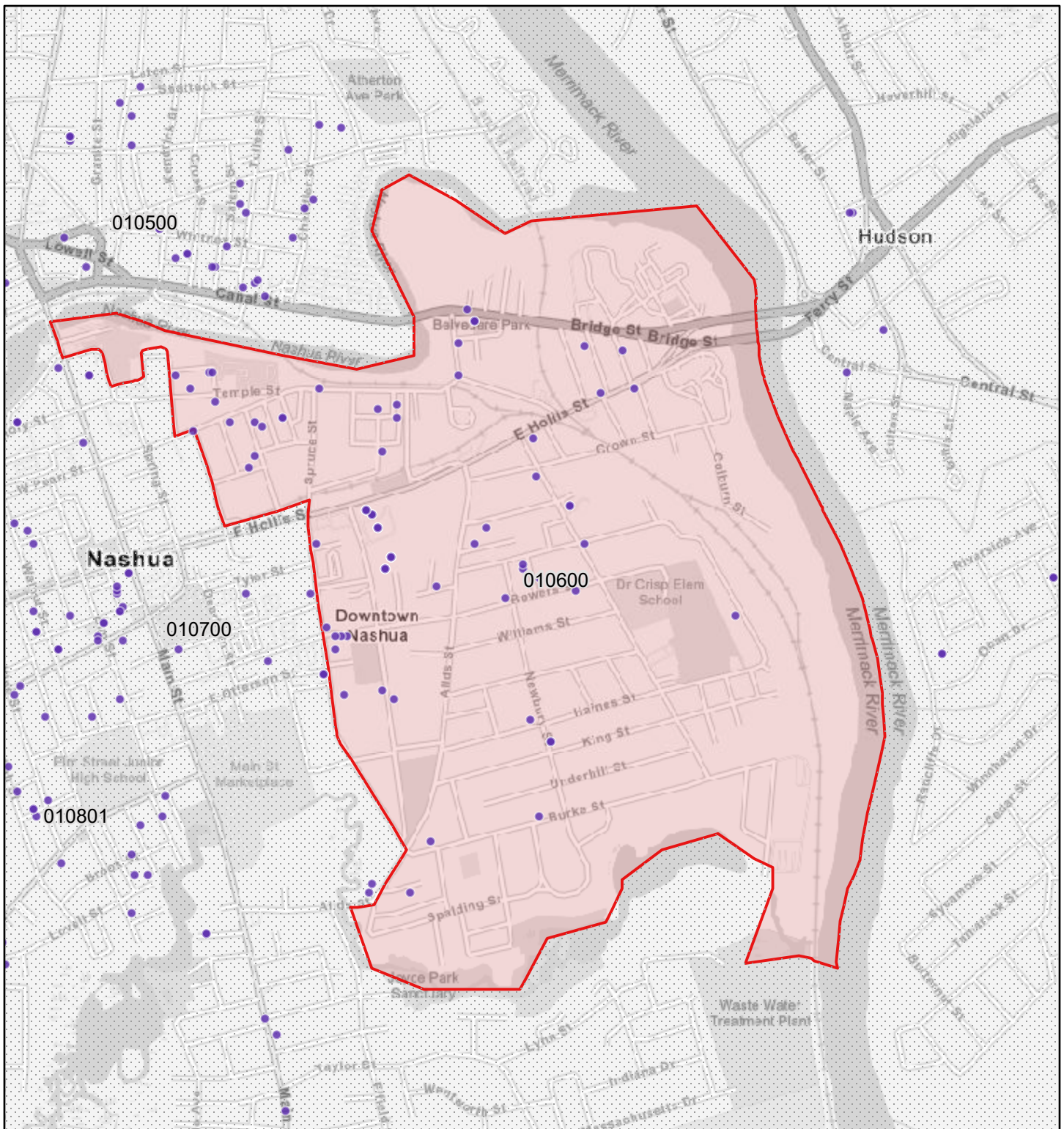




Figure 4. Census Tract 010600 with 2023 Voucher Locations



5/8/2024

- Voucher Location 2023
- Surrounding Census Tract
- Poverty Census Tract

1:20,000

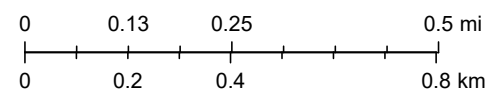
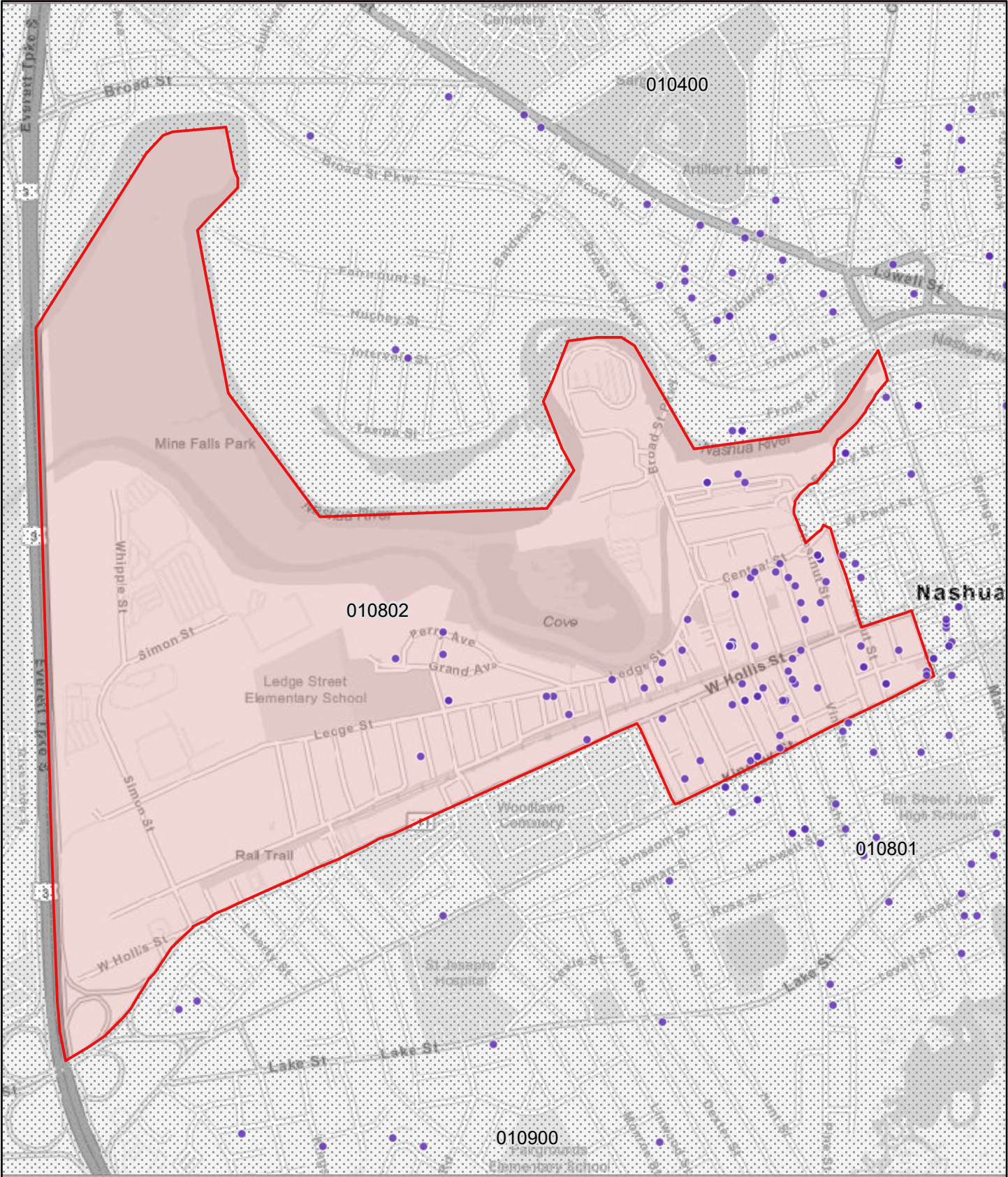
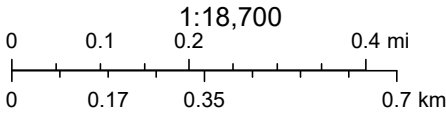


Figure 6. Census Tract 010802 with 2023 Voucher Locations



5/8/2024

- Voucher Location 2023
- Poverty Census Tract
- Surrounding Census Tract



\*\*\*\*\*

*Esta es información muy importante acerca de la asistencia que le proporcionamos para la renta. Para asistencia en español por favor contacte ésta oficina al 1-800-439-7247, extensión 9210. Los servicios de un intérprete se le proveerán sin costo alguno.*

\*\*\*\*\*

## APPENDIX I

### New Hampshire Housing Finance Authority

#### Notice of Occupancy Rights under the Violence Against Women Act<sup>1</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>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that New Hampshire Housing Finance Authority's (NHHFA's) Housing Choice Voucher 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 or Moderate Rehabilitation Programs, 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 or Moderate Rehabilitation Programs, 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 or Moderate Rehabilitation Programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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**

The Owner may divide (bifurcate) your lease in order to evict the individual or NHHFA may 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 the Owner chooses to remove the abuser or perpetrator, the Owner 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, the Owner 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

<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</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.



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, the Owner must follow Federal, State, and local eviction procedures. In order to divide a lease, the Owner 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, NHHFA 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, NHHFA 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, NHHFA 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 NHHFA does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, NHHFA may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.**

NHHFA may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.**

This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.**

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

NHHFA 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.

NHHFA's emergency transfer plan provides further information on emergency transfers, and NHHFA 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**

NHHFA 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 NHHFA must be in writing, and NHHFA 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. NHHFA 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 NHHFA as documentation. It is your choice which of the following to submit if NHHFA 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 NHHFA 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 NHHFA has agreed to accept.

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

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

### **Confidentiality**

NHHFA 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.

NHHFA must not allow any individual administering assistance or other services on behalf of NHHFA (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.

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

- You give written permission to NHHFA to release the information on a time limited basis.
- NHHFA 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 NHHFA or your landlord to release the information.

VAWA does not limit NHHFA’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, NHHFA 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 NHHFA or the Owner 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 NHHFA or the Owner can demonstrate the above, NHHFA or the Owner 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 violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the IIUD Field Office in Boston, Massachusetts at: 617-994-8400.

**For Additional Information:** You may view a copy of HUD's final VAWA rule at:

<https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

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

For questions regarding VAWA, please contact NHHFA at 1-800-439-7247.

Victims of domestic violence, dating violence, sexual assault, or stalking should contact the local police and the New Hampshire Coalition Against Domestic and Sexual Violence. <http://www.nhcadsv.org/>.

### Statewide Hotlines:

Domestic Violence: 1-866-644-3574

Sexual Assault: 1-800-277-5570

In addition, 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).

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

Further, residents in New Hampshire can contact the local 2-1-1 call center to obtain information and other services that may be available to you by dialing 2-1-1 to speak with a call specialist. <http://www.211nh.org>

Attachment: Certification form HUD-5382



**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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

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

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

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

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

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

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

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

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

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

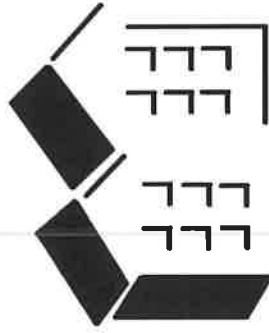
**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that 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.



## Appendix J

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



# RHIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

## What You Should Know About EIV

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

#### What is EIV?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### What are my responsibilities?

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

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

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

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

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

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

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

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

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

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

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

### Debts owed to PHAs and termination information

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

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

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

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

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

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

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

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pio/cigars/pbi/pbiinfo.cfm>.

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

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

My signature below is confirmation that I have received this Guide.

Signature

Date

## Language Assistance Services

**ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-800-439-7247.**

**Español (Spanish)** ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están a su disposición. Llame al 1-800-439-7247.

**Português (Portuguese)** ATENÇÃO: Se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-800-439-7247.

**Kreyòl Ayisyen (French Creole)** ATANSYON: Si nou palé Kreyòl Ayisyen, gen asistans pou sèvis ki disponib nan lang nou pou gratis. Rele 1-800-439-7247.

**繁體中文 (Traditional Chinese)** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-439-7247.

**Tiếng Việt (Vietnamese)** CHÚ Ý: Nếu quý vị nói Tiếng Việt, dịch vụ thông dịch của chúng tôi sẵn sàng phục vụ quý vị miễn phí. Gọi số 1-800-439-7247.

**Русский (Russian)** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-439-7247.

**العربية (Arabic)**

إنتباه: إذا أنت تتكلم اللغة العربية، خدمات المساعدة اللغوية متوفرة لك مجاناً. إتصل على 1-800-439-7247

**ខ្មែរ (Cambodian)** ប្រសិនបើអ្នកនិយាយខ្មែរ, យើងមានសេវាបំប្លែងភាសាសម្រាប់អ្នកដោយឥតគិតថ្លៃ។ ចូរទូរស័ព្ទ 1-800-439-7247

**Français (French)** ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-439-7247.

**Italiano (Italian)** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-439-7247.

**한국어 (Korean)** '알림': 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-439-7247. 번으로 전화해 주십시오.

**ελληνικά (Greek)** ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, υπάρχουν στη διάθεσή σας δωρεάν υπηρεσίες γλωσσικής υποστήριξης. Καλέστε 1-800-439-7247.

**Polski (Polish)** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-439-7247.

**हिंदी (Hindi)** ध्यान दीजिए: अगर आप हिंदी बोलते हैं तो आपके लिये भाषाकी सहायता उपलब्ध है. जानकारी के लिये फोन करे. 1-800-439-7247.

**ગુજરાતી (Gujarati)** ધ્યાન આપો : જો તમે ગુજરાતી બોલતા છો તો આપને માટે ભાષાકીય સહાય તદ્દન મફત ઉપલબ્ધ છે. વિશેષ માહિતી માટે ફોન કરો. 1-800-439-7247.

**ພາສາລາວ (Lao)** ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນ ພ້ອມໃຫ້ ທ່ານ. ໂທ 1-800-439-7247.

