



NEW HAMPSHIRE
HOUSING

Participant's Handbook

Assisted Housing Division Section 8 Moderate Rehabilitation Program

Date: _____	<u>Property Name:</u> _____
Participant's Name _____	<u>Security Deposit:</u> _____
Contact Person _____	\$ _____
Telephone Number _____	<u>Bedroom Size:</u> _____
1-800-439-7247 Ext: _____	

New Hampshire Housing Finance Authority
32 Constitution Drive
Bedford, New Hampshire 03110
TDD (603) 472-2089
Toll Free: 1-800-439-7247

Mailing Address: PO Box 5087, Manchester, NH 03108



Visit us on the web at www.nhhfa.org

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Table of Contents

I. Program Overview

• Moderate Rehabilitation Program	3
• Limited English Proficiency	3
• Notice of Right to a Reasonable Accommodation	4
• The Violence Against Women Act (VAWA)	4
• The Lease	4
• Lead Based Paint	5
• Housing Services and Community Service Agencies	5

II. Family Responsibilities

• Statement of family Responsibility	7
• Absence from the Unit Policy	11
• Guest Policy	11
• Security Deposit	11
• Termination of Assistance	12
• Can My Rent Increase?	13
• What If I Want to Move	14
• Number of Moves per Year	14
• Move Out Process	14
• Family Violations of Housing Quality Standards	14
• Informal Hearing Procedures	15

III. Program Compliance

• Successful Tenancy	15
• Income Changes	15
• Annual Re-certifications	16
• Allowances for Medical Expenses	16
• Annual Inspection	16
• New Household Members	17
• I've Received an Eviction Notice-What Do I Do?	17
• Discrimination is Against the Law	18
• Other Resources	18

Appendix Index

• A - Notice of Right to Reasonable Accommodation	
• B - The Violence Against Women Act (VAWA) - booklet	
• C – Tenant/Owner Sample Lease, Addendum and Security Deposit form	
• D – Protect your Family from Lead in your Home - booklet	
• E – EPA – HUD Fact Sheet – Lead Based Paint Information	
• F - Security Deposits brochure	
• G – Informal Hearing Procedure	
• H – Are You A Victim of Housing Discrimination	

I. Program Overview

Moderate Rehabilitation Program

Your family is eligible to receive rental assistance under the Moderate Rehabilitation Program administered by the New Hampshire Housing Finance Authority. The purpose of the Moderate Rehabilitation Program is to upgrade substandard rental housing and to provide rent subsidies for lower-income families. With this subsidy, a portion of your rent will be paid by the Moderate Rehabilitation Program.

Under the Moderate Rehabilitation Program, it is the apartment that is subsidized and the subsidy is non-transferrable. However, you may request to remain on the waiting list for a Section 8 Housing Choice Voucher.

Your portion of the rent is based on income. New Hampshire Housing determines 30% of your monthly adjusted income. From that amount we subtract the utility allowance for any utilities you are responsible to pay. That total is your portion of the monthly rent. New Hampshire Housing's portion of the rent is the balance of the owner's contract rent minus the tenant's rental portion.

The number of bedrooms that a family qualifies for is based on family size and New Hampshire Housing policy. Generally, no more than two persons shall be required to share a bedroom. New Hampshire Housing shall take into consideration reasonable accommodation requests when determining the need for a different size unit. Requests for a reasonable accommodation will be forwarded to the Supervisor of Rental Assistance.

The owner must offer the family a suitable alternative unit if one is available. The family will be required to move when a unit is not decent, safe, sanitary, because of an increase in family size; or a unit is larger than appropriate for the size of the family. The housing authority must assist the family in locating other local standard housing within the family's ability to pay if a suitable unit is not available, and the family will be required to move. In no case will a family be forced to move nor will housing assistance payments be terminated unless the family refuses without good reason the offer of a unit which the housing authority judges to be acceptable.

Limited English Proficiency (LEP)

It is New Hampshire Housing's policy to take reasonable steps to provide meaningful access to our programs and activities for persons with Limited English Proficiency (LEP). Our policy ensures that staff will communicate effectively with LEP individuals, and that LEP individuals will have access to important programs and information. New Hampshire Housing is committed to complying with federal requirements and provides free meaningful access to our programs and activities for LEP clients. If a client asks for language assistance, or if staff identifies a client who needs assistance, New Hampshire Housing will make reasonable efforts to provide free language assistance.

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, ext. 9210. Los servicios de un intérprete se le proveerán sin costo alguno.

Notice of Right to Reasonable Accommodation

Participants who have a disability may ask for a reasonable accommodation for a change in rules, policies, methods of communication and distribution of information (if needed) in order to give them an equal opportunity to use their voucher. Information on how to obtain a Reasonable Accommodation Request Form can be found in **Appendix A**.

The Violence Against Women's Act (VAWA)

The Violence Against Women (VAWA) and Justice Department Reauthorization Act of 2005 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of violence against them. These provisions apply both to public housing agencies administering public housing and Section 8 programs and to owners renting to families under Section 8 Rental Assistance Programs.

The law provides in part that criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The law also provides that any incident of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence. Please refer to **Appendix B – Violence Against Women (VAWA) pamphlet**.

For additional information visit our website: **www.nhhfa.org**

HUD Notice PIH 2006-42: VAWA Act of 2005:

www.hud.gov/offices/pih/publications/notices/06/pih2006-42.pdf

The Lease

You are required to sign a one-year lease with the owner. The lease continues until terminated by you and the owner. Under the terms of the lease, a participant who wishes to move after the initial term of the lease (12 months) must give a 30-day written notice to the owner with a copy provided to New Hampshire Housing.

Upon request, New Hampshire Housing will provide prospective owners with the names and addresses of your current and prior landlords. Sample Mod Rehab Lease – **Appendix C**.

Lead-Based Paint

The purpose of addressing the Lead Based Paint (LBP) issue is to implement the LBP Poisoning Prevention Act by establishing procedures to eliminate the hazards of LBP poisoning for units assisted under the Section 8 Assisted Housing Program. This is a general guideline for property owners concerning Lead Based Paint.

Buildings constructed prior to 1978 with children under six years of age living in the household, are required to undergo visual inspections for defective paint surfaces (surface on which the paint is cracking, scaling, chipping, peeling or loose) at both initial and annual inspections.

After September 15, 2000, the requirements include using Safe Work Practices to repair any defective paint, using qualified or supervised workers to complete the work, and performing a clearance test to ensure that all hazards have been handled.

Prior to execution of the HAP contract, the owner must inform New Hampshire Housing and the family of any knowledge of the presence of lead-based paint on the surfaces in the unit. This certification is on the lead paint form which comes with your contract package. Please keep it on file for seven years.

The standard for intervention is elevated intravenous blood levels (EIBL) that exceed 20 UG/DL in a single test; or, 15 - 19 UG/DL in two consecutive tests conducted several months apart.

Any questions or concerns regarding this section should be directed to the Rental Assistance Manager.

For more information on lead-based paint, please visit our website: **www.nhhfa.org**

- Protect Your Family From Lead in Your Home – (**Appendix D**) - booklet
- EPA/HUD Fact Sheet (**Appendix E**)
- Sample: Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards

Helpful link: <http://www.hud.gov/offices/lead/hhi/index.cfm>

Housing Services

New Hampshire Housing's Housing Services group has information that may be accessed from our main website: **www.nhhfa.org**. Follow: Rental Housing/Housing Services Programs. From there, you can access information links to many other services.

Community Service Agencies

2-1-1 Referral Line: Dial 2-1-1 to thousands of resources or: **www.211nh.org**

Community Action Outreach Office: 800-556-9300

NH Div. Elderly & Adult Services: 800-351-1888

Consumer Credit & Counseling Services:
888-656-2227/**contactus@cccstl.org**

Disabilities Rights Center:
800-834-1721/**www.drcnh.org**

Fair Housing Project: 800-921-1115

Fuel Assistance: 603-271-8317, **celeste.lovett@nh.gov**

Granite State Independent Living:
800-826-3700, **www.gsil.org**

Legal Advice & Referral Center (LARC):
800-639-5290, **www.nhlegalaid.org**

Service Link (62+ or disabled):
866-634-9412, **www.servicelink.org**

NH Dept. Health & Human Services:
800-322-9191, X4386, **www.dhhs.nh.gov**

NH Governor's Commission on Disability:
800-852-3405, **disabilit@nh.gov**

NH Legal Assistance: 888-353-9944, **www.nhla.org**

NH Statewide Independent Living: 603-271-0476,
www.silcnh.org

Medicare: 800-633-4277, **www.medicare.gov**

Public Utilities Commission:
603-271-2431, **www.puc.nh.gov**

Seniors Count: 603-644-2240,
info@seniorscount.org

Social Security Administration:
800-772-1213, **www.ssa.gov**

The family agrees to perform all of its obligations under the Moderate Rehabilitation Program. A participant may be terminated from the program if the participant has violated any family obligation under the program or has committed any fraud in connection with any federal housing program. Participants are required to sign the Statement of Family Responsibility (see page 7) which contains all of the following responsibilities. Please familiarize yourself with all of the responsibilities to fulfill all program requirements.

II. Family Responsibilities

Family Responsibilities:

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

U.S. Department of Housing and Urban Development Section 8 Moderate Rehabilitation Program

Statement of Family Responsibility

1. Certification

The family includes the following members

- | | |
|---|---|
| • | • |
| • | • |
| • | • |
| • | • |
| • | • |

who are eligible to participate in the Section 8 Moderate Rehabilitation Program of this PHA and is approved to occupy a unit located at:

Under this program, New Hampshire Housing Finance Authority (NHHFA) makes Housing Assistance payments on behalf of participating families toward their rents to owners of decent, safe and sanitary dwelling units moderately rehabilitated under the program.

2. Family portion of rent

- (a) **Total tenant payment.** The total amount that the family will be obligated to pay monthly towards rent and utilities is based on the family's income and is called the Total Tenant Payment.
- (b) **Family payment to owners.** The amount that the family will be obligated to pay monthly to the owner will be the amount of the Total Tenant Payment unless the family is responsible for paying any utilities. If the family must pay for any utilities directly, the family will pay to the owner the Total Tenant Payment minus the appropriate allowances as determined by NHHFA for tenant-paid utilities and services.

- (c) **Changes in family income and allowances.** The amount of the family's required Total Tenant Payment is subject to change by reason of changes to program rules and changes in family income, composition, and extent of exceptional medical or other unusual expenses. The family is required to notify NHHFA of any and all changes as they occur.

3. NHHFA portion of rent

NHHFA will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent.

4. Family obligations

The family agrees to perform all of their obligations under the Section 8 Moderate Rehabilitation Program. A participant may be terminated from the Moderate Rehabilitation Program if the participant has violated any family obligation under the program or has committed any fraud in connection with any federal housing program.

A family's assistance may be terminated if they violate any family obligations under the program. The family obligations are as follows:

1. Any information supplied by the family must be true and complete.
2. Report any and all changes in household income, assets or deductions in writing within five calendar days of the change. Promptly notify NHHFA in writing if any family member no longer lives in the unit.
3. Promptly notify NHHFA in writing of the birth, adoption or court awarded custody of a child.
4. Supply any information that NHHFA or the Department of Housing and Urban Development (HUD) determines to be necessary including verification that a family is living in the unit, evidence of citizenship or eligible immigration status and information for use in regularly scheduled re-examinations or interim re-examinations of family income and composition. Disclose and verify Social Security numbers and sign and submit consent forms for obtaining information.
5. Request written approval to add any other person as an occupant of the unit. Visitors are considered guests who stay overnight. Visitors may not stay more than fourteen consecutive calendar days or a total of 30 days per year.
6. Notify NHHFA in writing prior to the family being away from the unit for 30 days or more. Absence may not exceed 90 consecutive days or 90 days per calendar year. Prior written notice is required documenting the length of the absence, reason for the absence and affirming the intent to return. You must also be responsible for paying rent and utilities in your absence, arranging for NHHFA inspection and be responsible for receiving all correspondence.
7. Allow NHHFA to inspect the unit at reasonable times after reasonable notice.
8. Give NHHFA and the owner at least thirty (30) days notice in writing before moving out of the unit or terminating the lease.
9. Use the assisted unit for residence by the family. The unit must be the family's only residence.
10. Give NHHFA a copy of any owner eviction notice.

11. Do not cause damage to the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises. If a breach in Housing Quality Standards is life threatening, it must be corrected within 24 hours; all others must be corrected in 30 days.
12. Pay utility bills and supply appliances that the owner is not required to supply under the lease.
13. Engage in legal profit making activities in the unit as long as the primary use of the unit is the family's residence and the owner gives permission.

The family shall not:

1. Commit any serious or repeated violations of the lease by causing any damage to the unit in excess of \$1,000, by 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.
2. Breach an agreement with NHHFA to pay amounts owed.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing Program.
4. 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.
5. Engage in drug related, violent criminal activity or alcohol abuse as described in the NHHFA Administrative Plan.
6. Sublease or let the unit, assign the lease, transfer the unit, or provide accommodations for boarders or lodgers.
7. Be subject to a lifetime registration requirement under a state sex offender program.
8. Receive Section 8 tenant based assistance while receiving another housing subsidy for the same unit or a different unit under another federal, state or local housing assistance program.
9. Ever have been convicted of drug related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
10. Engage in abusive or violent behavior toward NHHFA personnel.
11. The family agrees that any persons who move in without permission may be required to leave the unit if the PHA determines that the unit has become overcrowded.
12. Cooperate with the PHA in finding another unit when the family is no longer eligible for the contract unit they now occupy because of a change in family size.
13. Only the family members listed in item 1 above and children born to or adopted by one of these family members are entitled to housing assistance under this program. Any other increase in the family size must be approved by the PHA in advance.

If the family has reason to believe that they have been discriminated against on the basis of race, color, religion, sex, handicap, familial status, national origin, age, marital status or sexual orientation, they may file a complaint with the HUD Regional Office. Fair Housing complaint forms (forms HUD-903) are available from this office.

5. Termination of Assistance

If the family voluntarily vacates the unit, there is no guarantee that further housing assistance will be provided. Additionally, if the family vacates the unit in violation of the lease term causing the PHA to be liable for vacancy payments or if the family vacates the unit while owing rent or other amounts due under the lease, the family may not receive further assistance unless the family satisfies these liabilities.

I hereby certify that I understand my obligations under New Hampshire Housing Finance Authority's program and that my failure to comply with these obligations may result in the termination of my participation in the program.

Family signatures:

Family Representative(s):

By: _____
Signature Date

By: _____
Signature Date

Address: _____ Phone Number: _____

PHA Signature:

New Hampshire Housing Finance Authority

By: _____
DeeAnn Pouliot/Managing Director, Assisted Housing Date

New Hampshire Housing Finance Authority
PO Box 5087
Manchester, NH 03108

Phone: 800-439-7247

Absence from the Unit:

The family must:

Supply any information requested by New Hampshire Housing to verify that the family is living in the unit or information related to family absence from the unit. The participant's absence should not exceed a total of 90 consecutive days and not exceed a total of 90 days per year.

Notice should be sent in writing to New Hampshire Housing prior to an absence of 30 days or more. Absence due to hospitalization, commitment to a short-term drug or alcohol treatment program, verifiable medical or other family emergencies, or other reason to be determined by New Hampshire Housing shall have an exception not to exceed a maximum of 180 consecutive days. Imprisonment is not a valid reason for an absence of more than 90 days. Housing assistance payments will terminate if the absence is longer than the maximum time allowed or if the following procedure is not followed.

To obtain New Hampshire Housing approval, the family must:

- Give prior written notice.
- Provide documentation regarding the length and reason for the absence.
- Affirm their intent to return to the unit at the end of the leave time.
- Agree to be responsible for receiving and responding to all notices sent to the unit by New Hampshire Housing during periods of absence.
- Pay rent to the owner and pay for utilities while they are absent.
- Make arrangements for the unit to be inspected by New Hampshire Housing.

Guest Policy:

Program participants are permitted visitors (visitors are considered guests who stay overnight) to their dwelling unit in an amount not to exceed 14 consecutive calendar days and a total of 30 days per year. Participants in violation of this policy shall be subject to program termination.

Security Deposit

Owners may collect a security deposit of \$50 or an amount equal to 30% of the participant's monthly adjusted income or the welfare shelter allowance, whichever is greater. The security deposit is the participant's responsibility. New Hampshire Housing does not pay security deposits.

When you move out, the owner (subject to State or local law) may use the security deposit, including any interest, as reimbursement for any unpaid rent, damages to the unit, or for other amounts that you may owe under the terms of the lease.

The owner must give you a written list of all items charged against the deposit, and include the amount of each item. After deducting the amount the owner must refund the full amount of the unused balance to you. If the security deposit is not sufficient to cover the total amount you may owe under the terms of the lease, the owner may seek to collect the balance from you. If you do not pay the debt, the owner may make a claim to New Hampshire Housing for any damages or unpaid rent that is owed. If New Hampshire Housing pays the claim, you may be ineligible for future rental assistance until New Hampshire Housing is reimbursed by you. **Appendix F** – Security Deposits – brochure.

Termination of Assistance:

New Hampshire Housing may at any time terminate program assistance for a participant for any of the following reasons or for violating any of the family obligations:

- Family fails to supply any information that New Hampshire Housing or HUD determines necessary in the administration of the program, including submission of citizenship or eligible immigration status.
- Family fails to supply any information requested by New Hampshire Housing or HUD for use in a regularly scheduled or interim reexamination of family income and composition.
- Family failed to disclose and verify social security numbers.
- Family did not supply true and complete information.
- Family caused Housing Quality Standards (HQS) breach.
- Family did not allow New Hampshire Housing to inspect the unit at reasonable times and after reasonable notice.
- Family committed serious or repeated violations of the lease or was evicted for serious violations of the lease. A serious violation of the lease is defined as:
 - Owing more than \$1,000 in total damages to the unit after applying the security deposit and not making arrangements with the owner for payment.
 - Owing three or more months of their portion of the rent to the owner and failing to make payment arrangements with the owner. Arrangements can include applying the security deposit.
 - Being found by the court to have committed serious violations of the lease.
- Family did not notify New Hampshire Housing and the owner before moving out of the unit, or terminated the lease without notice to the owner.
- Family did not use the assisted unit as their only residence.
- Family did not obtain New Hampshire Housing approval for the composition of the assisted family residing in the unit. Family failed to inform New Hampshire Housing of the birth, adoption or court-awarded custody of a child.
- Family failed to request New Hampshire Housing approval to add any other family member as an occupant of the unit.
- Family failed to notify New Hampshire Housing promptly if any family member no longer resided in the unit.
- Family subleased or sublet the unit.
- Family assigned the lease or transferred the unit.
- Family did not supply information or certification requested by New Hampshire Housing to verify that the family is living in the unit or relating to family absence from the unit. Family failed to promptly notify New Hampshire Housing of absence from the unit.
- Family owned or had interest in the unit.
- Members of the household engaged in drug-related criminal activity or violent criminal activity which threatened the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Members of the household abused alcohol in a way that threatened the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

- An assisted family received rental assistance while receiving another housing subsidy for the same unit or for a different unit under a duplicative federal, state or local housing assistance program.
- Any member of the family failed to sign and submit consent forms for obtaining information (Social Security and Income/Assets).
- Family did not submit required evidence of citizenship or eligible immigration status.
- Any member of the family has had their voucher assistance terminated by a Public Housing Authority (PHA). The grounds for termination will be reviewed using New Hampshire Housing's Administrative Plan to determine final eligibility.
- Any member of the family committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- Family currently owes rent or other amounts to New Hampshire Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- Family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- Family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- Family has engaged in or threatened abusive or violent behavior toward New Hampshire Housing personnel.
- Family engaged in criminal activity or alcohol abuse.
- Family has engaged in drug-related criminal activity.
- If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- If any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- If New Hampshire Housing determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission, drug-related criminal activity, violent criminal activity, other criminal activity which may threaten the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity.

Can My Rent Increase?

Each year the owner may increase the rent within certain guidelines and subject to New Hampshire Housing approval. An increase in the contract rent does not necessarily mean an increase in your share of the rent. If your income has remained the same, the increase will be covered by New Hampshire Housing. Your portion of the rent is always based on your income, not on the total rent.

What If I Want To Move?

If you wish to move to another unit within the same building, you must do so in accordance with the lease and with the owner's approval. If you wish to move out of the subsidized building, you may do so any time after the first year of the lease; however, the rental assistance will not be transferred. A participant may request to remain on the waiting list for a Housing Choice Voucher which is a transferable type of assistance.

Please remember to check with your Rental Assistance Manager before you consider moving. Your Rental Assistance Manager will determine your eligibility to move and will inform you of the requirements you must follow. When moving out of a subsidized building you must give the owner and New Hampshire Housing a written thirty (30) day notice of intent to move.

Number of Moves per Year:

New Hampshire Housing will limit the number of "at will" moves from one apartment to another as follows:

- One (1) per twelve (12) month period. If a household has good cause for moving, a request may be submitted to New Hampshire Housing for review and approval.

When requested, New Hampshire Housing will provide prospective owners with the names and address of your current and prior landlords.

Moving

Move out Process:

- Call your Rental Assistance Manager
- Check your lease
 - Has the initial term of the lease been satisfied?
 - Have you resided in the unit for one year? (Moves are not allowed during the first 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 your landlord or have you caused damages to the unit?

Family Violations of Housing Quality

The family is responsible for violations of Housing Quality Standards (HQS) caused by any of the following:

- Failure to pay for utilities that the owner is not required to pay for but which are to be paid for by the tenant.
- Failure to provide and maintain any appliances that are not provided by the owner but are to be provided by the tenant.

- Damages to the dwelling unit or premises (beyond normal wear and tear) caused by any member of the household or guest.
- A life threatening HQS violation caused by the family must be corrected by the family within 24 hours or less.

Other family caused defects must be corrected by the family within no more than 30 calendar days or less (or any New Hampshire Housing approved extension).

Informal Hearing Procedures

Failure of the family to meet the conditions listed in this handbook including the timely payment of rent to the owner or failure of the family to fulfill its 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, the family may request an informal hearing to have the circumstances of the decision reviewed. The family may request the hearing in writing to our mailing address. Information regarding Hearing Procedures can be found in **Appendix G.**

III. Program Compliance

Successful Tenancy:

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. Being a good neighbor means conducting yourself in a manner that will not disturb your neighbors' peaceful enjoyment of the premises. Please contact the owner if you and your neighbor(s) cannot resolve an issue. People who communicate effectively are more likely to build trust, respect, and good relationships.

Income Changes

You must report any changes in income to New Hampshire Housing in writing within five (5) calendar days. If a decrease in income occurs for a period in excess of 30 days, the source of income changes or an additional source of income is received, an interim will be processed to adjust your portion of the rent. Failure to report changes in income could result in the termination of your rental assistance.

You can report changes in one of these ways:

- Contact New Hampshire Housing for an Interim Change Form.
- E-mail New Hampshire Housing: **reportingchanges@nhhfa.org**.
- Call **1-800-439-7247** to request a form.
- Visit our website: **www.nhhfa.org**.
- Send the information in writing – Attention: Assisted Housing Division.

If you begin paying the full amount of rent and no housing assistance payments are being made on your behalf for 180 days, you will no longer be eligible to be a participant in the voucher program. Exceptions may be granted for families participating in the homeownership option.

Annual Recertification

New Hampshire Housing will re-examine and re-determine the family income and household composition annually by sending out verification forms 120 days before the anniversary date of your admission to the program. The family must supply any information requested by New Hampshire Housing.

If you need to meet with your Rental Assistance Manager in either the Bedford or Littleton office, please schedule an appointment in one of these ways:

- Call your Rental Assistance Manager.
- Call 1-800-439-7247.
- E-mail: rentinfo@nhhfa.org.
- Send a request in writing – Attention: Assisted Housing Division.

Allowance for Medical Expenses

An elderly or disabled family is any family in which the head or spouse (or sole member) is at least 62 years of age or a person with a disability. If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted. Medical expenses are expenses that you will have during the 12 months following your re-examination and the cost cannot be covered by an outside source such as insurance. The medical allowance is used to anticipate regular ongoing and anticipated expenses during the coming year. Some allowed expenses include:

- Services of doctors and health care professionals.
- Services of health care facilities.
- Medical insurance premiums.
- Prescription/non-prescription medicines (prescribed by a physician).
- Transportation to treatment (cab fare, bus fare, mileage).
- Dental expenses, eyeglasses, hearing aids, batteries.
- Monthly payments on accumulated medical bills expected to be paid in the coming 12 months (regular monthly payments on a bill that was previously incurred).

Annual Inspection

All units must be inspected annually. The family must allow the New Hampshire Housing inspector to inspect at a reasonable time with reasonable notice. Failure to permit the inspections after two attempts will result in termination of assistance. The process typically begins 90-120 days prior to the date your unit was last inspected. A person 18 years of age and older must be present for the inspection.

New Household Members

Follow these steps before someone moves into your home:

- Report the change in writing to your Rental Assistance Manager. New Hampshire Housing must give permission to add the person to the household.
- Contact the owner of the unit and get written permission to add the person to the lease.
- Provide your Rental Assistance Manager with written permission from the landlord allowing the person to be added to the household.
- Provide evidence of citizenship or eligible immigration status, Social Security documentation, income, asset and expense information. The person being added to the household must also complete the Personal Declaration form and provide information relevant to their criminal record. New Hampshire Housing will provide you with the appropriate forms.
- The person may not move into the household until you have received confirmation from New Hampshire Housing that the move will be allowed.
- If the new member is an adult, they must sign the Statement of Family Responsibility showing that the new member agrees to follow all the program rules and regulations.

I've Received an Eviction Notice – What Do I Do?

The owner may only evict a tenant by court action. The owner must process the eviction in accordance with New Hampshire state law. Here are some of the reasons why the owner can evict you:

- Failure to pay rent.
- Disorderly conduct after receiving a notice to stop.
- Damage on purpose or through gross negligence.
- Breaking the terms of your lease.
- Allowing unsanitary conditions to exist in and around your rental unit.
- Behavior endangering the well being of other residents in the building.
- Engaging in criminal activities involving drugs.
- Engaging in violent criminal activities.

If you receive an eviction notice (Notice to Quit) contact your Rental Assistance Manager immediately and mail a copy of the notice to New Hampshire Housing.

Discrimination is Against the Law

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 H – Are You A Victim of Housing Discrimination?**

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.

Other Resources:

- The New Hampshire Commission for Human Rights at (603) 271-2767
- New Hampshire Legal Assistance (800) 921-1115 (see brochure in packet)

IMPORTANT

**Please keep this handbook for future
reference**



New Hampshire Housing
Bringing You Home

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

A Reasonable Accommodation is intended to provide persons with disabilities equal opportunity to participate in the Section 8 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 the changes you request. You will receive a response to your request within 30 days.

To obtain a Reasonable Accommodation Request form:

- Call 800-439-7247
- Call 603-472-2089 (TDD line – hearing impaired)
- Visit New Hampshire Housing's Main office, 32 Constitution Drive, Bedford, NH
- Visit New Hampshire Housing's Littleton office, 41 Cottage St., Littleton, NH
- Write to New Hampshire Housing, PO Box 5087, Manchester, NH 03108
- Visit our website at: 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.

3/2013

New Hampshire Housing Finance Authority**Suggested Tenant/Owner Lease
Section 8 Moderate Rehabilitation Program****1. Description of the Parties and Premises.**

Owner: (Owner name) does hereby lease to the **Tenant:** (Tenant name) with occupants of household: (Member 1) (Member 2) (Member 3) (Member 4) (Member 5) (Member 6) (Member 7) (Member 8).

The dwelling unit described below, under the terms and conditions stated herein.

Address:

Occupancy Date:

Additional Terms/Attachments:

The lead based paint form is incorporated as an attachment of the Lease.

Extermination: (No schedule)

Repainting: (No schedule)

2. Definitions:

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

HA: Housing agency.

Hap Contract: The Housing Assistance Payments (HAP) contract is a contract between the HA and the owner. The HA pays housing assistance payments to the owner in accordance with the HAP contract.

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

HQS: Housing Quality Standards.

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

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

Lease: The Lease to the tenant. The Lease includes the Lease addendum.

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

Tenant: The tenant is the family member who Leases the contract unit from the owner.

- 3. Maximum Security Deposit is:** (\$_____). The tenant has paid the owner (\$_____) as security deposit.

4. **Term:** The contract between NHHFA and the Owner has an expiration date of _____. If the contract is not renewed, this Lease expires on the expiration date of the contract, unless terminated in accordance with Section 11, 12 or 13 of this Lease.

If HUD and the Owner renew the contract, the Lease term extends to the end of the twelve (12) month term. At that point, the Lease becomes month to month, through the end of the contract, unless terminated in accordance with Section 11, 12 or 13 of this Lease.

5. **Amount and Due Date of Rental Payments:**

The total rent per month will be determined by the Housing Authority. The rent is (\$_____) due on the first of the month. Of the total rent, NHHFA will pay (\$_____) HAP as housing assistance payments on behalf of the lessee, and rent shall be payable by the lessee as the family portion of the rent. These amounts shall be subject to change upon changes in lessee's family income, family composition, exceptional medical or unusual expenses in accordance with HUD schedules and criteria, or upon changes to the NHHFA Allowance for Utilities and other services.

6. **Utilities and Appliances:**

The owner shall provide the utilities and appliances listed as an "O" for the dwelling unit without any additional charge to the Tenant. The cost of these utilities is included in the Contract Rent. The utilities/appliances listed as a "T" are not included in the Contract Rent, and are paid for by the tenant.

<u>Type of Utility/ Appliance</u>	<u>Paid By</u>	<u>Type of Utility/ Appliance</u>	<u>Paid By</u>
Heat	_____	Trash Collection	_____
Cooking Fuel	_____	Range	_____
Other Electricity	_____	Refrigerator	_____
Water Heating	_____	Other (Specify)	_____
Water	_____	Other (Specify)	_____
Sewer	_____		

7. **Maintenance and Services:**

- (A) The Owner shall maintain the dwelling unit, equipment, common areas and facilities provided for the use and benefit of the Tenant in compliance with applicable housing quality standards. Where applicable (as in the case of multi-unit buildings), the maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs; and removal of snow and ice.
- (B) Extermination services and repainting shall be provided by the Owner as conditions may require.
- (C) The Owner is not responsible for a breach of the HQS that is caused by any of the following: The family fails to pay for any utilities that the Owner is not required to pay for under the Lease, but which are to be paid by the Tenant; the family fails to provide and maintain any appliances that the Owner is not required to provide under the Lease, but which are to be provided by the Tenant; or any member of the household or guest damages the contract unit or premises (damage beyond ordinary wear and tear).

8. Occupancy of the Dwelling Unit:

The Tenant agrees not to assign the Lease, not to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and his/her family and/or dependents. This provision does not prohibit reasonable accommodation of the Tenant's guests or visitors.

9. Damage and Repair:

The Tenant shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify the Owner of known need for repairs in his/her dwelling unit. Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the Leased premises caused by Tenant, his/her family or dependents or guests. The Owner agrees to maintain the unit and grounds in a decent, safe and sanitary condition. The Owner shall be responsible for all ordinary and extraordinary maintenance, and its costs. If repairs of defects hazardous to life, health and safety are not made, the Tenant shall notify the NHHFA promptly.

10. Inspections:

Tenant agrees that a duly authorized agent, employee or member of the NHHFA or the Owner is permitted to enter the Tenant's dwelling unit for the purpose of examining the condition thereof. Such entry shall be made only during reasonable hours, after giving advance notice in writing to the Owner and the Tenant of the date, time and purpose of such entry.

11. Termination of the Lease:

The Tenant may terminate the Lease without cause at any time after the first year of the term of the Lease, on not more than sixty (60) or less than thirty (30) days written notice by the Tenant to the owner (with a copy to NHHFA). (The provisions of this subsection are not intended to limit any right of the Tenant to terminate the Lease where so provided elsewhere in the Lease).

12. Termination of Tenancy by Owner:

(A) Grounds.

The Owner may only terminate the tenancy on the following grounds:

Serious or repeated violation of the terms and conditions of the Lease; violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises; criminal activity (as provided in paragraph B); or other good cause.

(B) Criminal activity.

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy: Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, for persons residing in the immediate vicinity of the premises; or violent criminal activity includes criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

Any drug-related criminal activity on or near the premises. Drug related criminal activity is defined as the manufacture, sale, use or distribution or the possession with intent to manufacture, sell or use or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

(C) Other Good Cause.

"Other good cause" for termination of tenancy by the Owner may include, but is not limited to, any of the following examples: A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property.

(D) Nonpayment by HA.

Not grounds for termination of tenancy. The Tenant is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the HAP contract between the Owner and the HA. An HA failure to pay the housing assistance payment to the Owner is not a violation of the Lease. During the term of the Lease, the Owner may not terminate the tenancy of the family for nonpayment of the HA housing assistance payment.

(E) Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the Lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a Lease, or otherwise remove a household member from a Lease, without regard to whether a household member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of Leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a Lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

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

(F) Eviction By Court Action:

The Owner may only evict the Tenant from the contract unit by instituting a court action.

13. Owner Termination Notice:

(A) Notice of grounds.

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any owner eviction notice to the Tenant.

(B) State or local eviction notice.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action. The Owner must give the HA a copy of any Owner eviction notice to the tenant at the same time that the Owner gives notice to the Tenant.

14. Non-Discrimination Requirement.

The Lessor shall not discriminate against the Lessee in the provision of services, or in any other manner, on the grounds of race, color, religion, sex, handicap, familial status, national origin, age, marital status or sexual orientation.

15. Requirement for Housing Assistance Payments Contract.

This Lease has been signed by the parties on the condition that:

(A) This Lease shall not become effective unless the NHHFA has executed a Housing Assistance Payments Contract with the Owner either prior to or effective the first day of the Lease.

(B) This Lease shall end no later than the termination date of the Housing Assistance Payments Contract. In the event that the NHHFA determines, after having given the Tenant reasonable notice (with a copy to the Owner) and opportunity to respond, that the Tenant is ineligible for further housing assistance payments because of failure to comply with the Tenant's obligations under the Statement of Family Responsibility, the NHHFA shall notify the Owner and the Tenant of such determination. Such determination shall be grounds for termination of this Lease by the Owner

16. Prohibited Lease Provisions:

Notwithstanding anything to the contrary contained in the Lease, any provision of the Lease which falls within the classifications below shall be inapplicable.

(A) Confession of Judgment.

Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease.

(B) Treatment of Property.

Agreement by the Tenant that the Owner may take or hold the Tenant Family's property, or may sell such property without notice to the TENANT and a court decision on the rights of the parties. This prohibition; however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the dwelling unit after the Tenant has moved out. The Owner may dispose of this.

(C) Excusing Owner from Responsibility.

Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

(D) Waiver of Legal Notice.

Agreement by the Tenant that the Owner may institute a lawsuit without notice to the Tenant.

(E) Waiver of Court Proceedings for Eviction.

Agreement by the Tenant that the Owner may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

(F) Waiver of Jury Trial.

Authorization to the Owner to waive the Tenant's right to trial by jury.

(G) Waiver of Right to Appeal Court Decision.

Authorization to the Owner to waive the Tenant's right to appeal a court decision or to otherwise challenge in court a court decision in connection with the Lease.

(H) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.

Agreement by the Tenant to pay lawyer's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. However, the Tenant may be obligated to pay costs if the Tenant loses.

17. Residence and or Vacation of Leased Premises.

The Tenant shall be deemed to be residing on the Leased premises unless there is a departure by the Tenant which is not temporary, in fact and intent. The Tenant's leaving behind personal property after permanent vacation of the Leased premises shall not constitute continued residence by the Tenant. The Owner may dispose of this personal property in accordance with state and local law. The Tenant is required to return the keys to the Owner on moving day, and the Owner is required to provide a receipt for same to the Tenant.

18. Claim Submission.

The Owner must bill the Tenant for the total of the damages and unpaid rent charges, including those deducted from the security deposit and those in excess of the security deposit, within thirty days of the Tenant's vacating the unit.

(A) A copy of this bill must be submitted to the New Hampshire Housing Finance Authority. This hereby releases the New Hampshire Housing Finance Authority and the Tenant from any liability for any damages or unpaid rent charges not included in the list. Submission of any claim for Tenant damages must include all receipts or actual expenditures. Submissions for any claim for unpaid rent must include evidence of the debt. Claims submitted for vacancy loss must include proof of advertising that the unit is available.

(B) General Restrictions.

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to the primary use of the unit for residence by members of the family. The Tenant shall use the premises only as a private dwelling unit for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Owner and NHHFA.

Tenants are permitted visitors to their dwelling unit in an amount not to exceed fourteen consecutive calendar days and a total of thirty days per year. Tenants will notify the Owner and NHHFA if guests are expected to stay in the unit for more than 14 consecutive calendar days. Participants failing to secure Owner and NHHFA approval will be subject to program termination.

19. Conflict over Provisions of the Lease.

If there is any conflict between the provisions of the Lease, the Lease language required by HUD shall control.

ADDENDUM TO LEASE

- (A) The Owner shall provide maintenance and services as follows:
- (1) The Owner shall maintain the dwelling unit, equipment, common areas, and facilities provided for the use and benefit of the Family in compliance with applicable Housing Quality Standards.
 - (2) The Owner shall respond in a reasonable time to calls by the Family for services consistent with the obligations under the Lease. Where applicable (as in the case of multi-unit buildings), the maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs; and removal of snow and ice.
 - (3) Extermination services and repainting shall be provided by the Owner as conditions may require.
- (B) For HAP contracts dated prior to November 1983: The Owner shall not evict the Family unless the Owner complies with the requirements of any State and Local law, of this provision and of the applicable HUD regulations. The Owner may not terminate any tenancy except upon the following grounds:
- (1) Material noncompliance with the Lease.
 - (2) Material failure to carry out obligations under State landlord and tenant act.
 - (3) Other good cause. The Owner must give the Family a written notice of any proposed termination of tenancy, stating the grounds and advising the Family that it has an opportunity to respond to the Owner. In any judicial action instituted to evict the family, the Owner may not rely on any grounds which are different from the reasons set forth in this notice. In addition, a copy of the notice must be furnished simultaneously to the HA. This paragraph (2) is only applicable while the unit is covered by a Housing Assistance Payments Contract.
- For HAP contracts dated November 1983 and later: The Owner shall not terminate or refuse to renew the Lease except upon the following grounds:
- (1) Serious or repeated violations of the terms and conditions of the Lease.
 - (2) Violation of applicable Federal, State or local law.
 - (3) Other good cause. In accordance with HUD requirements, the Owner must serve the Family written notice of termination stating the reasons for and the date of the termination of tenancy. All evictions must be carried out through the judicial process under State and local law. This paragraph (B) is only applicable while the unit is covered by a Housing Assistance Payments contract on behalf of a Family eligible for assistance.
- (C) The Owner shall not discriminate against the Family in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, handicap or national origin.
- (D) This Lease has been signed by the parties on the condition that:
- (1) This Lease shall not become effective unless the HA has executed a Housing Assistance Payments Contract with the Owner either prior to or effective the first day of the term of the Lease.
 - (2) This Lease shall end no later than the termination date of the Housing Assistance Payments Contract. In the event that the HA determines, after having given the Family reasonable notice (with a copy to the Owner) and opportunity to respond, that the Family is Ineligible for further

housing assistance payments because of failure to comply with the Family's obligations under the Statement of Family Responsibility, the HA shall notify the Owner and the Family of such determination. Such determination shall be grounds for termination of this Lease by the Owner.

- (E) Notwithstanding anything to the contrary contained in the Lease, any provision, term, condition, covenant or agreement of the Lease which falls within the classifications below shall be inapplicable.
- (1) Confession of Judgment.** Consent by the Family to be sued, to admit guilt, or to accept without question any judgment favoring the Owner in a lawsuit brought in connection with the Lease.
- (2) Seize or Hold Property for Rent or other Charges.** Authorization to the Owner to take property of the Family and/or hold it until the Family meets any obligation which the Owner has determined the Family has failed to perform.
- (3) Exculpatory Clause.** Prior agreement by the Family not to hold the Owner or its agents legally responsible for acts done improperly or for failure to act when it was required to do so.
- (4) Waiver of Legal Notice.** Agreement by the Family that the Owner need not give any notices in connection with:
- (i) A lawsuit against the Family for eviction, money damages, or other purpose.
- (ii) Any other action affecting the Family's rights under the Lease.
- (5) Waiver of Legal Proceedings.** Agreement by the Family to allow eviction without a court determination.
- (6) Waiver of Jury Trial.** Authorization to the Owner's lawyer to give up the Family's right to trial by jury.
- (7) Waiver of Right to Appeal Court Decision.** Authorization to the Owner's lawyer to give up the Family's right to appeal a decision on the ground of judicial error or to give up the Family's right to sue to prevent a judgment from being put into effect.
- (8) Family Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.** Agreement by the Family to pay lawyer's fees or other legal costs whenever the Owner decides to sue the Family whether or not the Family wins.

Tenant Signatures:

By: _____ By: _____
Signature of Head of Household Phone Signature of Head of Household Phone

By: _____ By: _____
Signature of Adult Household Member Signature of Adult Household Member

Owner Signatures:

(Name of OWNER or Other Party Authorized to Execute the Lease)

By: _____ By: _____
Signature Signature

Telephone Number: _____

SECURITY DEPOSIT FORM

Notice to Landlords:

For your protection, please read this form and sign where indicated by the **Green X**. Return the original signed form to New Hampshire Housing Finance Authority (NHHFA). Retain a copy of this form for your records.

Amount of Security Deposit:

Under the Section 8 Program, landlords are limited as to the amount of Security Deposit that may be collected. If your tenant lived in his/her apartment PRIOR to receiving Section 8 Assistance from NHHFA, you may retain the entire amount of Security Deposit that was originally collected.

If you have not collected a Security Deposit prior to your tenant's receiving assistance, or if your tenant has just moved into his/her apartment, you may only collect the **greater** of your tenant's monthly contribution (the rent that you collect directly from your tenant plus the monthly Utility Allowance, when applicable) or \$50.00.

For your protection, NHHFA recommends that you collect the maximum amount that you are permitted to collect.

Use of Security Deposits:

Under NHHFA'S Section 8 Program, you may utilize the Security Deposit in accordance with State and Local law. If your tenant vacates the unit owing back rent or having caused damage, you may deduct the amount owed from the Security Deposit. If no money is owed to you by the tenant, you must return the entire Security Deposit, plus interest, when the unit is vacated.

Security Deposit Claims against NHHFA:

Although you are limited as to the amount of Security Deposit that you may collect from your tenant, one of the benefits of participating in the Section 8 Program is that you make a claim to NHHFA for damages or unpaid rent in excess of the Security Deposit.

NHHFA will be responsible for the lesser of two months contract rent or the actual amount of damages or unpaid rent less the maximum amount of security deposit that you were entitled to collect.

In order to make a claim against NHHFA, we ask that you follow these rules:

- (1) If your tenant vacates the unit owing back rent or for damages, you must attempt to collect directly from the tenant. Save copies of all letters that you send when you attempt to make the collection.
- (2) If the tenant fails to pay the amount owed or you cannot find the tenant, contact your NHHFA Rental Assistance Manager for assistance. If there are unpaid tenant damages, a damage claim will be based on comparison of the move-in and move-out inspection checklist that you complete. You may substantiate your claim with photographs if you wish.
- (3) After NHHFA has inspected the damages, you may begin repairs. Save all of your bills and receipts and attach them to your Security Deposit Claim form which must be submitted for approval and payment.



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

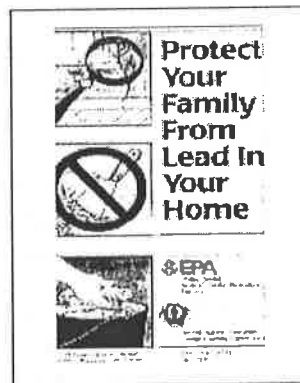
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

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.



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. 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

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.)



New Hampshire Housing
Bringing You Home

Assisted Housing
(800) 439-7247
Fax: (603) 472-8729

Home Ownership
(800) 649-0470
Fax: (603) 472-2663

Littleton Office
(800) 622-5266
Fax: (603) 444-7604

Informal Hearing Procedure

(1) Each time New Hampshire Housing Finance Authority (NHHFA) takes an action which may adversely affect a participant's right to housing assistance, the participant is notified in writing of their right to a hearing. The notice must state the reasons for the decision, state that if the participant does not agree with the decision they may request an informal hearing on the decision and state the deadline for the participant to request an informal hearing. Requests for a hearing should be sent in writing to the attention of the Rental Assistance Manager within 14 calendar days of the notification to the participant regarding the decision.

(2) In the cases numbered below (1-4), the participant family may ask for an explanation of the basis of NHHFA's determination and if the family does not agree with the determination, the family may request an informal hearing on the decision.

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant paid utilities from the NHHFA utility allowance schedule.
3. A determination of the family unit size under NHHFA subsidy standards.
4. A determination of minimum total tenant payment.

In the cases numbered below (5-7), the participant family may request an informal hearing on the decision.

5. A determination to terminate assistance for a participant family because of their action or failure to act.
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under NHHFA policy and HUD rules.
7. A determination that an adjustment in tenant payment will not be made because the participant is being sanctioned by the Department of Health and Human Services for failure to comply.

(3) NHHFA and the participant will have the opportunity to present directly relevant evidence and may question any witnesses at the hearing. A participant has the right to a pre-hearing discovery of NHHFA documents, including records and regulations that are directly relevant to the hearing. A participant may inspect all such documents in either the Littleton or Bedford NHHFA office. Any such inspection will be supervised by a representative of NHHFA. Copies of any documents will be supplied to the participant at their request. NHHFA has a parallel right to a pre-hearing examination of any evidence the participant may seek to introduce or rely upon at the hearing by the date specified by NHHFA. Failure by either party to

New Hampshire Housing Finance Authority

32 Constitution Drive Bedford, NH 03110 Mailing Address: P.O. Box 5087 Manchester, NH 03108 (603) 472-8623 TDD: (603) 472-2089
Littleton Office: 41 Cottage Street Littleton, NH 03561

make a document available for pre-hearing discovery by the date specified by NHHFA may prevent the party from introducing or relying on the document at the hearing. If the participant wishes to call someone as a witness, they must disclose the name or names of each witness by the date specified by NHHFA. Individuals not disclosed during the discovery process may be excluded from the hearing process by the hearing officer.

- (4) The hearing will be conducted by an employee of NHHFA, or other qualified person designated by NHHFA. The person conducting the hearing will not be directly involved in the day-to-day operation of the NHHFA Housing Choice Voucher Program. Factual determinations relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the hearing. After the hearing, NHHFA will notify the participant, in writing, of the decision made by the hearing officer and the grounds for that decision.
- (5) The hearing officer may, at his or her discretion, choose to record the proceedings. If recorded, those attending the hearing will be so advised. The sole purpose of the recording will be to assist the hearing officer in review of the evidence presented at the hearing. No copies of any such recording shall be provided to either party; however, the participant may make their own recording of the hearing. Once a decision is rendered, the NHHFA recording may be destroyed.
- (6) The participant has the right to retain counsel or other representation at his or her own expense. Any such counsel must provide written notice to NHHFA of their intent to represent the participant on or before the deadline given to the participant for discovery. Should the participant be unable to attend the scheduled informal hearing, he or she shall contact NHHFA no less than 24 hours prior to the date and time of the hearing to request a continuance. Alternatively, the participant may authorize in writing, his or her counsel to represent him or her at the hearing without the participant attending. NHHFA will reschedule the hearing only for good cause which shall include rescheduling as a reasonable accommodation for an individual with disabilities.
- (7) Hearings are not open to the public. Hearings may be attended by household members, individuals with direct involvement in the outcome of the informal hearing, individuals approved during the discovery phase, witnesses, legal counsel and NHHFA staff. Any dispute as to whether a person may attend a hearing shall be resolved by the hearing officer.
- (8) If, due to inclement weather, the participant fails to appear or to call, the hearing will be rescheduled at their request. If the participant fails to appear within 15 minutes of the start time of the hearing and fails to call prior to the hearing to reschedule, judgment will be entered for NHHFA. Should the participant fail to appear at the rescheduled informal hearing without good cause, no other hearing will be scheduled.

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 discrimina-
tion.



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:**
NEW ENGLAND OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:**
MID-ATLANTIC OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, 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

**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

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:**
ROCKY MOUNTAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

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

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

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

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

Your Name

Your Address _____

State

Zip Code

Your Daytime Phone No _____

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name		Best Time to Call
----------------	--	-------------------

Best Time to call

Daytime Phone No _____ Evening Phone No _____

Evening Phone No

Contact's Name	
Best Time to call	

Best Time to call

Daytime Phone No _____ Evening 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.

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

Identify who you believe discriminated against you.

Name

Address

Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

When did the last act of discrimination occur?

Enter the date

____/____/____

Is the alleged discrimination continuing or ongoing?

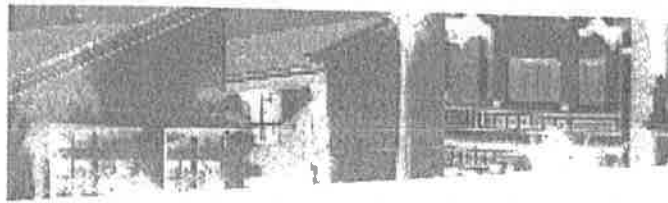
Yes No

☐☐

Signature

Date

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



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

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

If You Believe Your Rights Have Been Violated...

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

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

