

Permanent Supportive Housing (PSH) Expansion TBRA Guidelines

Contents

- Background 2
 - Terms 2
 - Program Purpose 3
- Tenant Selection Policy 3
 - Income Eligibility 3
 - Preference 3
 - Process 3
 - Responsibilities 4
- Unit Eligibility 5
 - Rent Reasonableness 5
 - Occupancy Standards 5
 - Housing Quality Standards 6
 - HOME Lease Requirements 6
- Assistance Parameters 6
 - Minimum and Maximum Payment 6
 - Length of TBRA Assistance 7
 - Eligible Costs 7
- Other Requirements 7
 - Lead-Based Paint 7
 - Violence Against Women Act (VAWA) 7
 - Monitoring 8
 - Match 8
- Appendices 9
 - A. Lake County Housing Authority Payment Standards 9
 - B. Waukegan Housing Authority Payment Standards 9
 - C. North Chicago Housing Authority Payment Standards 9
 - D. Rent Reasonableness Checklist and Certification 9
 - E. Sample TBRA Application 9

F.	HQS Checklist	9
G.	HOME Lease Addendum	9
H.	Lead Disclosure	9
I.	Lead Disclosure – Spanish	9
J.	Lead Pamphlet – Protect Your Family From Lead In Your Home.....	9
K.	Lead Pamphlet – Proteja a su familia contra el plomo en el hogar	9
L.	Lake County Consortium Violence Against Women Act Policy and Emergency Transfer Plan.....	9
M.	VAWA Notice of Occupancy Rights Template.....	9
N.	VAWA Certification Form Template.....	9
O.	VAWA Emergency Transfer Request Form	9
P.	VAWA Lease Addendum	9
Q.	Match Report	9
R.	TBRA Set Up Form	9

Background

Terms

By-Name List: The real-time list of individuals and families experiencing homelessness in Lake County.

Continuum of Care (CoC): A regional or local planning body that coordinates housing and services funding for homeless families and individuals.

Coordinated Entry (CE): A centralized process designed to coordinate program participant intake, assessment, and provision of referrals for those experiencing homelessness in Lake County.

Lake County Coalition for the Homeless (LCCH): The regional or local planning body that coordinates housing and services funding for homeless families and individuals in Lake County.

Landlord: For the purposed of this document, “Landlord” refers to a landlord who leases a unit to a client from the Lake County Coalition for the Homeless Coordinated Entry By-Name List for a LCCH housing intervention.

Permanent Supportive Housing (PSH): A housing intervention which involves the provision of a rental subsidy as well as supportive services.

Provider: For the purposed of this document, “Provider” refers to the LCCH agency that provides the housing intervention to the Tenant.

Tenant: For the purposed of this document, “Tenant” refers to the client referred to the Provider by the Coordinated Entry By-Name List and accepted into the PSH Expansion TBRA Program.

Tenant-Based Rental Assistance (TBRA): A rental subsidy (funded by the HOME Investment Partnerships Program) that helps make up the difference between what a renter can afford to pay and the actual rent for a home.

Total Tenant Payment (TTP): The portion of the tenant’s housing costs that is paid by the tenant, calculated as a portion of the tenant’s adjusted gross income.

Program Purpose

The Permanent Supportive Housing (PSH) Expansion TBRA Program is intended to increase the PSH resources in Lake County available to those who need them. The program includes funding for Tenant-Based Rental Assistance (TBRA). The program does not fund the supportive services necessary to run a PSH program.

Tenant Selection Policy

Income Eligibility

PSH Expansion TBRA is limited to households with incomes at or below 60% of the Area Median Income. The 60% AMI Limit is published by HUD annually and subject to change. The below limits represent the income limits effective as of June 28, 2019.

Income Limits ¹								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	\$18,750	\$21,400	\$24,100	\$26,750	\$28,900	\$31,050	\$33,200	\$35,350
50% AMI	\$31,200	\$35,650	\$40,100	\$44,550	\$48,150	\$51,700	\$55,250	\$58,850
60% AMI	\$37,440	\$42,780	\$48,120	\$53,460	\$57,780	\$62,040	\$66,300	\$70,620
80% AMI	\$49,950	\$57,050	\$64,200	\$71,300	\$77,050	\$82,750	\$88,450	\$94,150
100% AMI	\$62,400	\$71,300	\$80,200	\$89,100	\$96,300	\$103,400	\$110,500	\$117,700
120% AMI	\$74,880	\$85,560	\$96,240	106,920	\$115,560	124,080	\$132,600	\$141,240

Tenants may increase their income after they are accepted into the program. Any Tenant whose income rises above 80% AMI is no longer eligible for PSH Expansion TBRA and will receive a termination notice a minimum of 30 days prior to termination of the rental assistance contract.

The Provider must ensure the client is income-eligible according to the HOME regulations. Income certifications must be completed prior to entering into a TBRA contract with the client.

Preference

PSH Expansion is a targeted program available to individuals and families experiencing homelessness on the Coordinated Entry By-Name List.

Process

PSH Expansion TBRA will be administered by the selected Provider.

1. A family is referred to the Provider from the CE By-name List

¹ Income limits for 30%, 50%, 60%, and 80% AMI as published by HUD. Income limits for all other income levels are calculated based on Very Low Income (50% AMI) limit.

2. The Provider confirms client eligibility, then transitions client into the program, including:
 - a. Income-qualifying the applicant.
 - b. Signing a contract with that client. The contract becomes effective on the lease start date.
 - c. Determining the total tenant payment (amount of rent the tenant is able to pay).
 - d. Assisting the Tenant in the housing search, including explaining the requirements of the program to potential landlords. The Tenant may apply to multiple units.
3. Once a Tenant is accepted into a unit, the Provider ensures compliance while transitioning the client into the unit, including:
 - a. Ensuring the unit meets all eligibility requirements, including conducting rent reasonableness assessments, checking for occupancy standards, and conducting HQS inspections.
 - b. Ensuring the landlord executes a lease with the Tenant, including the HOME Lease Addendum, and complies with VAWA requirements.
 - c. Executing a contract with the landlord to pay the Provider's portion of the lease. The Tenant pays the Total Tenant Payment (tenant portion of the rent) directly to the landlord. The Provider pays the Provider portion of the rent directly to the landlord.
4. After the Tenant is moved in and rental payments are made, the Provider submits voucher request forms to Lake County Community Development.
 - a. Voucher requests for rental payments must be accompanied by applicable tenant forms and supporting documentation of funds expended.
 - b. Voucher requests for administrative costs must be accompanied by supporting documentation of funds expended.
5. The program will be monitored once annually.

Responsibilities

The Tenant is responsible for complying with program regulations, including:

- Providing household income and asset information for the purposes of completing income qualifications and cooperating with re-certifications as necessary.
- Permitting the Provider and Lake County to conduct HQS inspections (with reasonable notice).
- Notifying the Provider when household composition changes (i.e. a household member enters or exits a unit).
- Utilizing the rental unit as the Tenant's principal place of residence and solely as a resident for the Tenant's household.
- Other responsibilities as necessary to ensure compliance with program regulations.

The Landlord is responsible for complying with program regulations, including:

- Permitting the Provider to conduct an HQS inspection prior to unit approval.
- Executing a contract with the Provider.
- Executing a HOME Lease Addendum with each lease.
- Executing a VAWA Lease Rider with each lease.
- Should issues arise with the tenant, contacting the Provider for assistance in a timely manner and attempting to resolve issues prior to moving forward with eviction proceedings.

- Other responsibilities as necessary to ensure compliance with program regulations.

The Provider is responsible for complying with program regulations, including:

- Income-qualifying clients when accepted into program and at least once annually thereafter.
- Executing all necessary documents with the client, including a contract.
- Executing all necessary documents with the Landlord, including a contract.
- Ensuring that the unit meets all eligibility requirements, including conducting rent reasonableness assessments, checking for occupancy standards, and conducting HQS inspections.
- Providing supportive services to the client that align with the best practices of PSH housing programs.
- Supplying Lake County with the documentation necessary to process vouchers.
- Complying with Lake County monitoring activities
- Submitting Match Reports (if an eligible form of match is available)

Unit Eligibility

Tenants may use their rental assistance anywhere in Lake County but must select an eligible unit. TBRA cannot be used outside of Lake County. For a unit to be eligible:

- The unit must meet rent reasonableness requirements
- The unit must meet occupancy standards
- The unit must meet Housing Quality Standards and be able to pass HQS inspections at move-in and annually during term of rental assistance
- The landlord must be willing to execute the HOME Lease Addendum
- The landlord must be willing to execute the VAWA Lease Rider

Rent Reasonableness

All rents must be reviewed and approved by the Provider prior to the execution of the lease or lease renewal. Units will not be approved unless the rent is reasonable. Rents are considered reasonable if they are at or below the payment standard amount set by the Public Housing Agency for that jurisdiction. Please see Appendices A-C for the payment standards for 2019 and Appendix D for a template Rent Reasonableness Checklist and Certification.

Occupancy Standards

To be eligible, a unit must meet occupancy standards to ensure that the unit size is appropriate for the family. Single-person households may select 0-bedroom or 1-bedroom units. For households with more than one person, the program will assign one bedroom for each two persons within the household.

Under the following circumstances, persons will not be expected to share a bedroom:

- Persons of the opposite sex (except couples and children under age 5)
- Persons of different generations
- Live-in aides (no additional bedrooms will be provided for live-in aide's family)

In determining appropriate unit size, exceptions can be requested in writing due to the age, sex, health, disability, or relationship of family members. The Provider may use the Sample TBRA Application *Household Composition* section to help determine occupancy (See Appendix E).

Housing Quality Standards

The unit will not be approved unless it meets Housing Quality Standards (HQS) and is able to pass HQS inspections at move-in and annually during term of rental assistance. Please see Appendix F for an HQS checklist.

HOME Lease Requirements

Term: The term of the lease between the tenant and the owner must be for at least one year, unless both agree otherwise. If signing a lease for a term of less than one year, there must be a statement, signed by both tenant and landlord, indicating both parties agree to a shorter lease term. This may be completed on the HOME Lease Addendum (Appendix G).

Provisions: The lease may not contain the following provisions:

- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision; or
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.

Additionally, landlords may only terminate or refuse to renew the lease of a TBRA household for good cause, which must be clearly defined in the lease.

In order to ensure that the lease complies with the above requirements, a HOME Lease Addendum must be executed with each lease (See Appendix G).

Assistance Parameters

Minimum and Maximum Payment

The minimum tenant payment is \$0.00. Tenants with zero income do not need to pay any portion of the rent.

The maximum TBRA payment is the difference between 30% of the household's adjusted monthly income and the rent limit established by the payment standard. The Provider must determine the Total Tenant Payment according to HUD standards. For more information on calculating adjusted income and determining Total Tenant Payment, please see the *Using the Income Calculator for Rental and TBRA Programs Webinar* on the HUD Exchange <https://www.hudexchange.info/trainings/courses/using-the-income-calculator-for-rental-and-tbra-programs-webinar1/>.

Length of TBRA Assistance

TBRA rental assistance contracts with individual households cannot exceed 2 years.

Eligible Costs

- Rent
- Security Deposits (up to 2 months' rent)
- Utility Deposits

Rental Assistance:

- Rental assistance payments must be paid directly to a third-party on behalf of the household.
- Rental assistance payments must be no more than the difference between the rent for the unit in question (including the applicable utility allowance) and 30% of the household's adjusted income.
- No payments may be made after termination of the lease until a family enters into a new lease.
- Rental assistance for a participant may not exceed 24 months.

Security Deposits, in accordance with 24 CFR 92.209 (j):

- The amount of HOME funds provided for a security deposit may not exceed the equivalent of two month's rent for the unit.
- Only a prospective tenant may apply for HOME security deposit assistance, but security deposits must be paid directly to the landlord on behalf of the participant.
- If the security deposit is returned in part or full at the end of the lease it must return to the sub-recipient that issued it and be counted as program income in accordance with 24 CFR 92.503.

Utility Deposits:

- Utility deposits may only be used for utilities permitted under the Section 8 utility allowance. This includes electric, gas, water, and trash, but does not include telephone and cable television.

Other Requirements

Lead-Based Paint

The HOME TBRA Program is subject to HUD's Lead Safe Housing Rule, Subpart M of 24 CFR 35. Please see Appendices H-K for Lead-Based Paint Disclosure notices (English and Spanish) and Pamphlets (English and Spanish).

Violence Against Women Act (VAWA)

The HOME TBRA Program is subject to The Violence Against Women Act, Subpart L of 24 CFR part 5. The program must comply with the requirements are described in 24 CFR 92.359 and Lake County Consortium's VAWA Policy and Emergency Transfer Plan (Appendix L). As such, Providers must ensure

that the notice of occupancy rights under VAWA (Form HUD 5380 - Appendix M) and the certification form (HUD 5382 - Appendix N), along with the emergency transfer request form (HUD 5383 – Appendix O) is provided to individuals at the following times:

- At the time an applicant is denied rental assistance;
- At the time an applicant is provided rental assistance;
- At the time the program learns that a tenant's Landlord intends to provide tenant a notice of eviction; and
- At the time a tenant's rental assistance is being terminated.

Additionally, Providers must ensure that a VAWA addendum is executed with each lease (Appendix P).

Monitoring

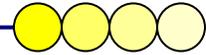
HOME Regulations require that TBRA programs are monitored at least annually. Any agency administering a HOME TBRA Program, including PSH Expansion, will be subject to annual monitoring activities that will include an inspection of each unit, a review of the client's income certification, and a review of the rental payments made to landlords.

Match

Providers do not need to have an eligible match source in order to be qualified to administer the PSH Expansion Program; however, if the Provider's supportive services are funded by a source that is eligible for match and the cost is not being claimed as match for another program, Lake County may require the Provider submit a Match Report (Appendix Q).

Appendices

- A. Lake County Housing Authority Payment Standards
- B. Waukegan Housing Authority Payment Standards
- C. North Chicago Housing Authority Payment Standards
- D. Rent Reasonableness Checklist and Certification
- E. Sample TBRA Application
- F. HQS Checklist
- G. HOME Lease Addendum
- H. Lead Disclosure
- I. Lead Disclosure – Spanish
- J. Lead Pamphlet – Protect Your Family From Lead In Your Home
- K. Lead Pamphlet – Proteja a su familia contra el plomo en el hogar
- L. Lake County Consortium Violence Against Women Act Policy and Emergency Transfer Plan
- M. VAWA Notice of Occupancy Rights Template
- N. VAWA Certification Form Template
- O. VAWA Emergency Transfer Request Form
- P. VAWA Lease Addendum
- Q. Match Report
- R. TBRA Set Up Form



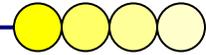
2019 Payment Standards

All new contracts with an effective date of **November 1, 2019** and re-examinations with the effective date of **January 1, 2020** must use the following payment standards.

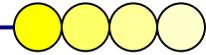
Decrease in payment standards: Payment standards highlighted in **BOLD** decreased. Family's residing in these units **will not** receive a reduction in subsidy. Continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit (per the Housing Opportunity Through Modernization Act of 2016 - HOTMA).

**Indicates Choices Area

ZIP	0 BR	1BR	2BR	3BR	4BR	5BR
60002	870	970	1130	1440	1710	1967
** 60010	1390	1570	1820	2310	2750	3163
** 60011	980	1110	1280	1630	1940	2231
** 60013	1100	1230	1430	1820	2160	2484
** 60015	1430	1610	1870	2380	2830	3255
60020	820	920	1070	1360	1620	1863
60021	840	950	1100	1400	1660	1909
** 60030	1020	1150	1330	1690	2010	2312
** 60031	1070	1210	1400	1780	2120	2438
** 60035	1430	1610	1870	2380	2830	3255
** 60040	1030	1160	1340	1700	2030	2335
60041	920	1030	1200	1520	1820	2093
** 60042	1180	1330	1540	1960	2330	2680
** 60044	1210	1360	1580	2010	2390	2749
** 60045	1430	1610	1870	2380	2830	3255
60046	1070	1210	1400	1780	2120	2438
** 60047	1290	1460	1690	2150	2560	2944
** 60048	1090	1220	1420	1800	2150	2473
60050	990	1110	1290	1640	1950	2243
60051	1080	1220	1410	1790	2130	2450
** 60060	1060	1200	1390	1770	2100	2415
** 60061	1200	1350	1570	1990	2370	2726
60064	830	930	1080	1370	1630	1875



ZIP	0 BR	1BR	2BR	3BR	4BR	5BR
** 60069	1430	1610	1870	2380	2830	3255
60073	1100	1240	1440	1830	2180	2507
** 60074	1000	1130	1310	1660	1980	2277
** 60081	1220	1370	1590	2020	2410	2772
** 60083	1430	1610	1870	2380	2830	3255
60084	970	1090	1260	1600	1910	2197
60085	850	960	1110	1410	1680	1932
60087	910	1030	1190	1510	1800	2070
** 60089	1290	1450	1680	2130	2540	2921
60096	1010	1140	1320	1680	2000	2300
60099	900	1010	1170	1490	1770	2036



ZIP	Primary City	Includes Cities
60002	Antioch	Old Mill Creek, Old Mill Crk
** 60010	Barrington	Lake Barrington, North Barrington, Port Barrington, Tower Lakes
** 60011	Barrington	
** 60013	Cary	Lake County only
** 60015	Deerfield	Bannockburn, Riverwoods
60020	Fox Lake	Volo
60021	Fox River Grove	Fox River Grove - Lake County only
** 60030	Grayslake	Gages Lake, Hainesville, Third Lake, Wildwood
** 60031	Gurnee	
** 60035	Highland Park	
** 60040	Highwood	
60041	Ingleside	Volo
60042	Island Lake	
** 60044	Lake Bluff	
** 60045	Lake Forest	Mettawa
60046	Lake Villa	Lindenhurst, Old Mill Creek, Old Mill Crk
** 60047	Lake Zurich	Hawthorn Wds, Hawthorn Woods, Kildeer, Long Grove
** 60048	Libertyville	
60050	Mchenry	Lakemoor - Lake County only
60051	Mchenry	Lakemoor, Volo - Lake County only
** 60060	Mundelein	Long Grove
** 60061	Vernon Hills	Indian Creek
** 60069	Lincolnshire	Prairie View, Prairieview
60073	Round Lake	Hainesville, Round Lake Beach, Round Lake Heights, Round Lake Park, Round Lk Bch, Round Lk Hts, Round Lk Park, Volo
** 60074	Palatine	Kildeer - Lake County only
** 60081	Spring Grove	
** 60083	Wadsworth	Beach Park, Old Mill Creek, Old Mill Crk
60084	Wauconda	Lake Barrington, Lk Barrington
60085	Waukegan	Park City and Unincorporated Waukegan only
60087	Waukegan	Beach Park and Unincorporated Waukegan only
** 60089	Buffalo Grove	Lake County only
60096	Winthrop Harbor	Winthrop Harbor
60099	Zion	Beach Park

Housing Choice Voucher

October 1, 2019 Payment Standards

Voucher Size:								
Bedroom: Efficiency		1	2	3	4	5	6	
90% 60085	\$765	864	999	1,269	1,512	1,739	1,966	
90% 60087	\$819	927	1,071	1,359	1,620	1,863	2,106	

Issue & Expiration Dates:

See voucher

Case Manager's Direct Phone Numbers:

Damarixa Montoya - HCV Supervisor

847-625-4617

Case Load- A - Bur

Adriana Alonso - Case Manager I:

847-625-4619

Case Load- Bus - Jack

Ninoshka Lopez - Case Manager I:

847-625-4613

Case Load- Jame - Ray

Robert Woodson - Case Manager I:

847-625-4612

Case Load- Ree - Z

Luz Guardado - Director:

847-625-4615

Lupe Navarrete - FSS Program:

847-625-4616

Agnes Monton - Finance

847-625-4620

Helen Burns - Finance:

847-625-4618

Mary Kay Parisi - HCV Administrative Clerk

847-625-4622

The Housing Authority of the City of North Chicago, Illinois
1440 Jackson St. North Chicago, Illinois 60064
Phone: (847) 785-4300 Fax: (847) 689-4489

2019 Payment Standards

1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
\$900	\$1,050	\$1,340	\$1,600	1,840

PLEASE BE ADVISED THAT PAYMENT STANDARDS ARE NOT RENTAL AMOUNTS!!

Rental Amounts

The North Chicago Housing Authority will perform an affordability test to determine if the proposed rental amount is affordable.

Landlord Requirements

The City Of North Chicago also requires all landlords to have a landlords' license. To apply for a license please contact the City of North Chicago Building Department @ 847-596-8650.

The City Of North Chicago also requires all landlords to have their property inspected by the city building department before each new tenant.

North Chicago Housing Authority requires copies of both the city inspection and the landlord license prior to inspecting a unit for a (HCV) Housing Choice Voucher participant.

Before a unit will be inspected we will perform a rent reasonableness test. We are required by The Department of Housing and Urban Development to show the rent we are approving is comparable to non subsidized units. We are also required to perform an affordability test.

Please do not hesitate to contact the HCV Department with any questions or concerns you may have with regards to the program.

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities Unit: Site: Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

$$\text{Proposed Contract Rent} + \text{Utility Allowance} = \text{Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

Name:	Signature:	Date:
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**SAMPLE TBRA APPLICATION
APPLICATION FOR RENTAL ASSISTANCE**

APPLICANT NAME:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

HOUSEHOLD COMPOSITION

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Sex

Race of Head of Household (Check One) - Optional

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

- White Black Asian/Pacific Islander
 Native American/Alaskan Native Hispanic

INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

\$

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g.bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

EXPENSE INFORMATION

- Yes No Does your household have un-reimbursed medical expenses in excess of 3 percent of annual income?
- Yes No Does your household pay child care expenses for children under the age of 13 that enable a family member to work or go to school?
- Yes No Does your household pay care expenses for the care of a family member with disabilities that enable a family member to work?

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Spouse Signature	Date
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Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information		Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One)	(Circle One)	(Circle One)	Right/Center/Left Front/Center/Rear ___ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One)	(Circle One)	(Circle One)	Right/Center/Left Front/Center/Rear ___ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [~~AAA~~
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ___
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [

HOME LEASE ADDENDUM

Tenant:	
Owner:	
Unit No. or Address:	
Date of Lease:	

This HOME Lease Addendum (the Addendum) effective as of the date entered above modifies and is made part of a Lease between the Tenant and Owner for the housing unit indicated. The Addendum is intended to ensure compliance with certain requirements of the HOME Investment Partnerships Program contained within 24 CFR 92.253.

In the event of a discrepancy between the Lease and the HOME Lease Addendum, the provisions of the Addendum will take precedence.

Section 1. Term of Lease: The HOME Program requires that tenants be offered a lease term of not less than one (1) year. A tenant may, by mutual agreement with an owner, agree to a shorter lease term. However, an owner cannot refuse to provide a one (1) year lease or process an application differently because a prospective tenant has requested a one (1) year lease.

Tenant should check one of the following boxes and initial:

_____ (initials) The lease term offered by Owner and agreed to by Tenant is for at least one (1) year.

OR

_____ (initials) I, the Tenant, understand that the HOME program gives me the right to a lease of not less than one (1) year and that my application cannot be rejected for requesting a one (1) year lease. However, I have voluntarily agreed to a lease term of _____ months.

Section 2. Notice of Rent Increases: Notwithstanding anything to the contrary in the Lease, Owner must provide not less than 30 days written notice to the Tenant of any increase in rent. Additionally, any rent increase is subject to all applicable state and local laws.

Section 3. Termination or Refusal to Renew Lease: In no event may the Owner terminate or refuse to renew the Lease other than for good cause including serious or repeated violations of the Lease. In any event, the Owner must provide not less than 30 days written notice to the Tenant prior to the termination or refusal to renew the Lease.

Section 4. Prohibition Provisions: To the extent that the Lease contains any of the following provisions, those provisions are null and void:

- (1) Any agreement 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;
- (2) Any agreement by the Tenant that the Owner may take, hold, or sell personal property of household members 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 remaining in the housing unit after the Tenant has moved out of the unit. The Owner may dispose of this personal property in accordance with State law;
- (3) Any agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Any agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;
- (5) Any agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) Any agreement by the Tenant to waive any right to a trial by jury;
- (7) Any agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (8) Any agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; and
- (9) Any agreement by the Tenant to accept supportive services that are offered.

Section 5. Inspections by HOME Participating Jurisdiction and Federal Authorities: In addition to any other inspection rights in the Lease and subject to any notice provisions within the Lease or required by applicable state and local laws, the Owner shall have the right to inspect the housing unit and to permit the HOME Participating Jurisdiction, HUD, HUD's Office of Inspector General, or the Government Accountability Office or any of their designees to inspect the unit for the purposes of ensuring compliance with HOME property standards.

By signing below, this Tenant and Owner (or Owner's duly authorized representative pursuant to the terms of the Lease) hereby agree to this HOME Lease Addendum.

<i>Signature of Tenant:</i>	<i>Date:</i>
<i>Signature of Tenant:</i>	<i>Date:</i>
<i>Owner/Owner's Representative:</i>	<i>Date:</i>

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

Declaración de Información sobre Pintura a Base de Plomo y/o Peligros de la Pintura a Base de Plomo

Declaración sobre los Peligros del Plomo

Las viviendas construidas antes del año 1978 pueden contener pintura a base de plomo. El plomo de pintura, pedazos de pintura y polvo puede representar peligros para la salud si no se maneja apropiadamente. La exposición al plomo es especialmente dañino para los niños jóvenes y las mujeres embarazadas. Antes de alquilar (rentar) una vivienda construida antes del año 1978, los arrendadores tienen la obligación de informar sobre la presencia de pintura a base de plomo o peligros de pintura a base de plomo conocidos en la vivienda. Los arrendatarios (inquilinos) también deben recibir un folleto aprobado por el Gobierno Federal sobre la prevención del envenenamiento de plomo.

Declaración del Arrendador

(a) Presencia de pintura a base de plomo y/o peligros de pintura a base de plomo (marque (i) ó (ii) abajo):

(i) _____ Confirmado que hay pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (explique).

(ii) _____ El arrendador no tiene ningún conocimiento de que haya pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

(b) Archivos e informes disponibles para el vendedor (marque (i) ó (ii) abajo):

(i) _____ El arrendador le ha proporcionado al comprador todos los archivos e informes disponibles relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (anote los documentos abajo).

(ii) _____ El arrendador no tiene archivos ni informes relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

Acuse de Recibo del Arrendatario o Inquilino (inicial)

(c) _____ El arrendatario ha recibido copias de toda la información indicada arriba.

(d) _____ El arrendatario ha recibido el folleto titulado *Proteja a Su Familia del Plomo en Su Casa*.

Acuse de Recibo del Agente (inicial)

(e) _____ El agente le ha informado al arrendador de las obligaciones del arrendador de acuerdo con 42 U.S.C. 4852(d) y está consciente de su responsabilidad de asegurar su cumplimiento.

Certificación de Exactitud

Las partes siguientes han revisado la información que aparece arriba y certifican que, según su entender, toda la información que han proporcionado es verdadera y exacta.

Arrendador _____ Fecha _____ Arrendador _____ Fecha _____

Arrendatario _____ Fecha _____ Arrendatario _____ Fecha _____

Agente _____ Fecha _____ Agente _____ Fecha _____



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

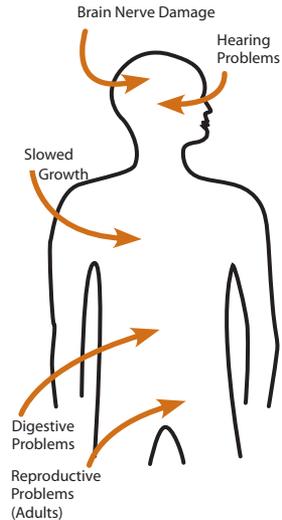
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

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

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

Renovating, Repairing or Painting a Home with Lead-Based Paint

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

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



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

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

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

HUD

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

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IMPORTANT!

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

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

¡IMPORTANTE!

El plomo de la pintura, del polvo y de la tierra en la casa y alrededor de esta puede ser peligroso si no se maneja adecuadamente

- Los niños menores de 6 años son los que corren mayor riesgo de envenenamiento por plomo en la casa.
- La exposición al plomo puede hacerle daño a los niños pequeños y aun a los bebés antes del nacimiento.
- Es probable que las casas, las escuelas y los centros de cuidado infantil construidos antes de 1978 contengan pintura con base de plomo.
- Aun los niños que aparentan estar saludables pueden tener niveles peligrosos de plomo en el cuerpo.
- Alterar las superficies con pintura con base de plomo o remover incorrectamente la pintura con base de plomo puede aumentar los peligros para su familia.
- El plomo puede entrar en el cuerpo de las personas al respirar o tragar polvo de plomo, o al comer tierra o partículas de pintura que contengan plomo.
- Las personas tienen muchas opciones para reducir los peligros relacionados con el plomo. Generalmente, la pintura con base de plomo que está en buenas condiciones no es peligrosa (vea la página 10).



Proteja a su familia contra el plomo en el hogar



¿Está planeando comprar o alquilar una casa construida antes de 1978?

¿Sabía que muchas casas construidas antes de 1978 tienen **pintura con base de plomo**? El plomo en la pintura, las partículas y el polvo puede ser un peligro grave para la salud.

Lea todo este folleto para saber:

- Cómo entra el plomo en el cuerpo.
- Cómo el plomo afecta a la salud.
- Qué puede hacer para proteger a su familia.
- Adónde recurrir para obtener más información.

Antes de alquilar o comprar una casa o un apartamento construidos antes de 1978, la ley federal requiere lo siguiente:

- Los vendedores tienen que dar la información que posean acerca de la pintura con base de plomo o los peligros relacionados con dicha pintura antes de vender una casa.
- Los contratos de venta de inmuebles deben incluir una declaración de advertencia específica sobre la pintura con base de plomo. Los compradores tienen hasta 10 días para verificar la existencia de plomo.
- Los propietarios tienen que dar la información que posean acerca de la pintura con base de plomo y los peligros relacionados con dicha pintura antes de que el alquiler entre en vigencia. Los contratos de alquiler deben incluir una declaración de advertencia específica sobre la pintura con base de plomo.

Si emprenderá algún proyecto de renovación, reparación o pintura (RRP, por sus siglas en inglés) en su casa o apartamento construido antes de 1978:

- Lea el folleto de la EPA *Guía de prácticas acreditadas seguras para trabajar con el plomo para remodelar correctamente*.



Comisión de Seguridad de Productos del Consumidor de Estados Unidos (CPSC)

La CPSC protege al público contra el riesgo irrazonable de daños causados por productos del consumidor a través de educación, actividades relacionadas con normas de seguridad y aplicación de la ley. Comuníquese con la CPSC para obtener más información sobre los reglamentos y la seguridad de los productos del consumidor.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772

cpsc.gov o saferproducts.gov

Departamento de la Vivienda y de Desarrollo Urbano de los Estados Unidos (HUD)

La misión del HUD es crear comunidades fuertes, sustentables e inclusivas, así como hogares de calidad asequibles para todos. Comuníquese con la Oficina de Hogares Saludables y Control de Peligros Relacionados con el Plomo del HUD para obtener más información acerca de la Regla sobre Viviendas Seguras en relación con el Plomo, que protege a las familias que residen en viviendas construidas antes de 1978 que reciben ayuda económica, y acerca de los programas de control de los peligros relacionados con el plomo y de subvenciones para investigación.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698

hud.gov/offices/lead/

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

EPA-747-K-13-001
Junio de 2017

Oficinas regionales de la Agencia de Protección Ambiental de los Estados Unidos (EPA)

La misión de la EPA es proteger la salud de los seres humanos y el medio ambiente. La Oficina Regional de la EPA puede darle más información sobre la normativa y los programas de protección contra el plomo.

Región 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 1
Suite 1100 (CPT) One Congress Street
Boston, MA 02114-2023
(617) 918-1524

Región 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Región 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Región 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Región 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Región 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas y 66 tribus)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Región 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Región 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Región 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Región 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Medidas sencillas para proteger a su familia contra los peligros relacionados con el plomo

Si cree que su casa tiene pintura con base de plomo:

- No trate de remover usted mismo la pintura con base de plomo.
- Mantenga siempre las superficies pintadas en buenas condiciones para minimizar el deterioro.
- Haga que examinen su casa para identificar peligros relacionados con el plomo. Encuentre un inspector certificado o un asesor de riesgos en [epa.gov/lead](https://www.epa.gov/lead).
- Hable con el propietario para que arregle las superficies con pintura descascarada o picada.
- Limpie con regularidad los pisos, los antepechos de las ventanas y las demás superficies.
- Tome precauciones para evitar la exposición al polvo de plomo al remodelar.
- Al realizar renovaciones, reparaciones o pintura, contrate solamente a empresas de renovación certificadas en prácticas seguras con el plomo aprobadas por el estado o la EPA.
- Antes de comprar, alquilar o renovar su casa, hágala examinar para ver si tiene pintura con base de plomo.
- Consulte con su profesional de la salud sobre pruebas para detectar la presencia de plomo en sus hijos. El pediatra puede comprobar la presencia de plomo con un simple análisis de sangre.
- Lave con frecuencia las manos, los biberones, los chupones y los juguetes de los niños.
- Asegúrese de que los niños coman alimentos saludables, bajos en grasa, y altos en hierro, calcio y vitamina C.
- Quítese los zapatos o lave la tierra de los zapatos antes de entrar a su casa.

El plomo entra al cuerpo de muchas maneras

El plomo puede entrar en el cuerpo de adultos y niños si:

- Respiran el polvo de plomo (especialmente durante las actividades de renovación, reparación y pintura que alteran las superficies pintadas).
- Tragan polvo de plomo que se ha acumulado en alimentos, superficies donde se preparan alimentos y otros lugares.
- Comen partículas de pintura o tierra que contengan plomo.

El plomo es especialmente peligroso para los niños menores de 6 años.

- A esta edad, el cerebro y el sistema nervioso de los niños son más sensibles a los efectos dañinos del plomo.
- El cuerpo en crecimiento de los niños absorbe más plomo.
- Los bebés y los niños pequeños se llevan las manos y otros objetos a la boca con frecuencia. Dichos objetos pueden estar cubiertos de polvo de plomo.



Las mujeres en edad de concebir deben saber que el plomo es peligroso para el feto en desarrollo.

- Las mujeres que tienen un nivel alto de plomo en su cuerpo antes del embarazo o mientras están embarazadas podrían exponer al feto al plomo a través de la placenta durante su desarrollo.

Para obtener más información

The National Lead Information Center (Centro Nacional de Información sobre el Plomo)

Averigüe cómo proteger a los niños del envenenamiento por plomo y obtenga otra información sobre los peligros relacionados con el plomo por Internet en epa.gov/lead y hud.gov/lead, o llame al **1-800-424-LEAD (5323)**.

Línea directa de agua potable segura de la EPA

Para obtener información sobre el plomo en el agua potable, llame al **1-800-426-4791** o visite epa.gov/lead para obtener información sobre el plomo en el agua potable.

Línea directa de la Comisión de Seguridad de Productos del Consumidor de Estados Unidos (CPSC)

Para pedir información relacionada con el plomo en los juguetes y en otros productos del consumidor, o para denunciar un producto del consumidor inseguro o una lesión relacionada con un producto, llame al **1-800-638-2772**, o visite el sitio web de la CPSC en cpsc.gov o saferproducts.gov.

Agencias del medio ambiente y de salud estatales y locales

Algunos estados, tribus y ciudades tienen sus propias reglas relacionadas con la pintura con base de plomo. Consulte con su agencia local para ver cuáles leyes se le aplican. La mayoría de las agencias también pueden proporcionarle información para encontrar en su área una empresa para remover el plomo, y para conseguir posibles fuentes de ayuda económica para la reducción de los peligros relacionados con el plomo. Obtenga direcciones e información telefónica actualizadas de contactos locales o estatales por Internet en epa.gov/lead, o comuníquese con el Centro Nacional de Información sobre el Plomo llamando al **1-800-424-LEAD**.

Las personas con impedimentos auditivos o del habla pueden acceder a cualquiera de los números de teléfono que se indican en este folleto a través del sistema TTY llamando en forma gratuita al Federal Relay Service (Servicio Federal de Retransmisión) al **1-800-877-8339**.

Otras fuentes de plomo (continuación)

- **Los hornos de fundición de plomo** u otras industrias que emiten plomo al aire.
- **Su trabajo.** Si trabaja con plomo, podría traerlo a su casa en el cuerpo o la ropa. Báñese y cámbiese la ropa antes de volver a su casa. Lave la ropa de trabajo por separado del resto de la ropa de la familia.
- **Los pasatiempos** que usan plomo, tales como hacer trabajos en cerámica, pintar en vidrio o restaurar muebles. Llame al departamento de salud local para obtener información sobre los pasatiempos en los que puede usarse plomo.
- Los **juguets y muebles** viejos que pueden haberse pintado con pintura que contenga plomo. Los juguetes viejos y otros productos para niños pueden contener partes con plomo.⁴
- Los alimentos y líquidos cocinados o almacenados en **crystal de plomo**, o en **cerámica o porcelana con esmalte de plomo** pueden contener plomo.
- Los remedios caseros, tales como **“greta”** y **“azarcón”**, que se usan para tratar padecimientos estomacales.

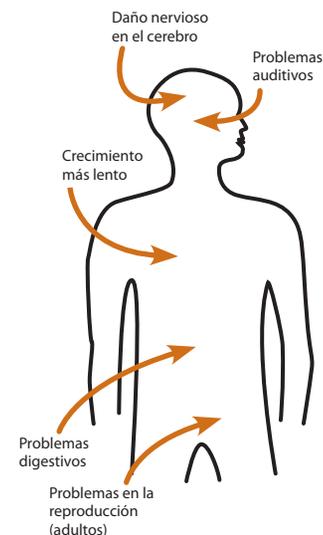
⁴ En 1978, el gobierno federal prohibió los juguetes, otros productos para niños y los muebles con pintura que contenga plomo. En 2008, el gobierno federal también prohibió el plomo en la mayoría de los productos para niños, y actualmente prohíbe el plomo en cantidades superiores a 100 ppm por peso en la mayoría de los productos para niños.

Efectos del plomo en la salud

El plomo afecta el cuerpo de muchas maneras. Es importante saber que aun una exposición a niveles bajos de plomo puede afectar al niño gravemente.

En los niños, la exposición al plomo puede causar:

- Daño al sistema nervioso y los riñones.
- Problemas de aprendizaje, desorden de deficiencia de atención y disminución de la capacidad intelectual.
- Problemas del habla, del lenguaje y de comportamiento.
- Pobre coordinación muscular.
- Disminución en el crecimiento muscular y de los huesos.
- Daño en la audición.



Mientras que la exposición a niveles bajos de plomo es más común, la exposición a niveles altos de plomo puede causar efectos devastadores en los niños, incluso convulsiones, pérdida del conocimiento y, en algunos casos, la muerte.

Aunque los niños son especialmente susceptibles a la exposición al plomo, también puede ser peligroso para los adultos.

En los adultos, la exposición al plomo puede causar:

- Daño a un feto en desarrollo.
- Mayor probabilidad de tener tensión arterial alta durante el embarazo.
- Problemas de fertilidad (en hombres y mujeres).
- Tensión arterial alta.
- Problemas digestivos.
- Trastornos nerviosos.
- Problemas de memoria y concentración.
- Dolores musculares y articulares.

Verifique el nivel de plomo en su familia

Haga que examinen a sus niños y a su casa si cree que esta tiene plomo.

El nivel de plomo en la sangre de los niños tiende a aumentar con rapidez entre los 6 y 12 meses de edad, y tiende a llegar al nivel más alto entre los 18 y 24 meses de edad.

Consulte a su médico en cuanto a la necesidad de examinar a sus niños. Un sencillo análisis de sangre puede detectar la presencia de plomo. Los análisis de sangre para detectar plomo se recomiendan generalmente para:

- Niños de 1 a 2 años de edad.
- Niños u otros miembros de la familia que hayan estado expuestos a niveles altos de plomo.
- Niños que deben examinarse en virtud del plan local o estatal de exámenes médicos.

Su médico puede explicarle los resultados de las pruebas y decirle si es necesario realizar más análisis.

Otras fuentes de plomo

Plomo en el agua potable

Las fuentes más comunes de plomo en el agua potable son las tuberías, grifos y accesorios de plomo.

Las tuberías de plomo son más factibles de encontrar en las ciudades más antiguas y en las casas construidas antes de 1986.

El plomo en el agua potable no presenta ningún olor ni sabor.

Para saber con seguridad si tiene plomo en el agua potable, debe hacerla analizar.

Recuerde que las casas más viejas con un pozo privado también pueden tener materiales de plomería que contengan plomo.

Medidas que puede tomar para reducir el plomo en el agua potable

- Use solo agua fría para beber, cocinar y preparar la leche del bebé. Recuerde que hervir el agua no elimina el plomo de esta.
- Antes de beber el agua, deje corriendo el grifo para purgar las tuberías del hogar, tomando una ducha, lave la ropa sucia o lave los trastes.
- Limpie regularmente el filtro del grifo (también llamado aireador).
- Si usa un filtro certificado para eliminar el plomo, no olvide leer las instrucciones para aprender cuándo cambiar el cartucho. El uso de un filtro después de su vencimiento puede hacerlo menos eficaz en la eliminación del plomo.

Comuníquese con su empresa de suministro de agua para determinar si la tubería que conecta su casa a la cañería de agua principal (llamada línea de servicio) es de plomo. Su empresa de agua local también puede brindarle información sobre los niveles de plomo en el agua potable de su sistema.

Para obtener más información sobre el plomo en el agua potable, comuníquese con [Línea directa de la EPA sobre el agua potable](#) (en inglés) al **1-800-426-4791**. Si tiene otras preguntas sobre la prevención del envenenamiento por plomo, llame al **1-800 424-LEAD**.*

Llame a su departamento de salud local o a su empresa de agua para averiguar cómo obtener un análisis del agua de su casa, o visite epa.gov/safewater para ver información de la EPA sobre el plomo en el agua potable. Algunos estados o empresas de servicios públicos ofrecen programas para pagar el análisis del agua de los residentes. Comuníquese con el servicio público de agua local o estatal para obtener más información.

* Las personas con dificultades del habla o la audición pueden acceder a este número a través de TTY llamando al Servicio Federal de Transmisión de Información al 1-800-877-8339.

Renovación, reparación o pintura

Si contrata a un contratista para que realice proyectos de renovación, reparación o pintura (RRP) en una casa o centro de cuidado infantil construidos antes de 1978 (como centros preescolares y jardines de infancia), el contratista debe:

- Ser una empresa certificada en prácticas seguras con el plomo, aprobada por la EPA o por un programa estatal autorizado por la EPA.
- Utilizar personas cualificadas y capacitadas (renovadores certificados en prácticas seguras con el plomo) que empleen prácticas de trabajo seguras con el plomo específicas, a fin de evitar la contaminación con plomo.
- Darle una copia del documento informativo de la EPA sobre peligros relacionados con el plomo que se titula *Guía de prácticas acreditadas seguras para trabajar con el plomo para remodelar correctamente*.



Los contratistas de RRP que trabajen en casas o centros de cuidado infantil construidos antes de 1978 deben seguir prácticas de trabajo seguras con el plomo que:

- **Contengan el área de trabajo.** Debe contenerse el área para que el polvo y los escombros no se escapen del área de trabajo. Deben colocarse letreros de advertencia, y debe usarse cinta y material plástico u otro tipo de material impermeable.
- **Eviten los métodos de renovación que generan grandes cantidades de polvo contaminado con plomo.** Algunos métodos producen tanto polvo contaminado con plomo que su uso está prohibido. Entre estos métodos se incluyen:
 - Quema o flameado a llama abierta.
 - Lijado, esmerilado, cepillado, uso de pistolas de aguja o limpieza a chorro con herramientas eléctricas y equipos sin cubierta y accesorio de aspiradora HEPA.
 - Pistola de aire caliente a temperaturas superiores a 1100 °F.
- **Limpiesen minuciosamente.** El área de trabajo debe limpiarse diariamente. Una vez terminado todo el trabajo, debe limpiarse el área con métodos de limpieza especiales.
- **Eliminen los desechos adecuadamente.** Recoja los residuos en una bolsa o lámina de alta resistencia y séllela. Cuando transporte los residuos, asegúrese de que la bolsa o lámina esté bien cerrada para que el polvo y los escombros no se escapen.

Para obtener más información sobre los requisitos de la EPA para los proyectos de RRP, visite [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe) o lea *Guía de prácticas acreditadas seguras para trabajar con el plomo para remodelar correctamente*.

Dónde se encuentra la pintura con base de plomo

Generalmente, cuanto más vieja sea su casa o centro de cuidado infantil, mayor será la posibilidad de que tenga pintura con base de plomo.¹

Muchas viviendas —incluidas las viviendas privadas, las de propiedad federal y las que reciben ayuda federal— y centros de cuidado infantil construidos antes de 1978 tienen pintura con base de plomo. En 1978, el gobierno federal prohibió el uso por parte del consumidor de pintura que contenga plomo.²

En la página 7, encontrará cómo establecer si la pintura tiene plomo.

El plomo puede encontrarse en:

- Casas y centros de cuidado infantil en la ciudad, el campo o los suburbios;
- Casas y apartamentos unifamiliares privados y públicos;
- Superficies dentro y fuera de la casa; y
- La tierra alrededor de la casa (la tierra puede acumular plomo de la pintura exterior u otras fuentes, tales como la gasolina con plomo que se usaba en el pasado en los automóviles).

Obtenga más información sobre dónde se encuentra plomo en [epa.gov/lead](https://www.epa.gov/lead).

¹ En la actualidad, el gobierno federal define la “pintura con base de plomo” como pintura con niveles de plomo superiores o iguales a 1.0 miligramo por centímetro cuadrado (mg/cm) o con más de 0.5 % por peso.

² En la actualidad, el gobierno federal define la “pintura que contiene plomo” como plomo en pintura nueva seca que supere las 90 partes por millón (ppm) por peso.

Identificando la pintura con base de plomo y los peligros de la pintura con base de plomo

La pintura con base de plomo deteriorada (descascarada, picada, pulverizada, agrietada o dañada) es un peligro y requiere atención inmediata. **La pintura con base de plomo** también puede ser un peligro si se encuentra en superficies que los niños puedan morder o que se desgasten mucho, tales como:

- Ventanas y antepechos de ventanas.
- Puertas y marcos de puertas.
- Escaleras, pasamanos, barandas y porches.

La pintura con base de plomo generalmente no es peligrosa si está en buenas condiciones y no está en una superficie de impacto o de fricción, como en una ventana.

El polvo de plomo puede formarse al raspar, lijar o calentar la pintura con base de plomo. También se forma cuando las superficies pintadas que contienen polvo se golpean o frotan entre sí. Las partículas y el polvo de la pintura que contiene plomo pueden acumularse en superficies y objetos que las personas tocan. El polvo de plomo que se ha acumulado puede volver a mezclarse con el aire cuando se aspira o barre la casa, o cuando las personas caminan sobre el mismo. Actualmente, la EPA define como peligrosos los siguientes niveles de plomo en el polvo:

- 40 microgramos por pie cuadrado ($\mu\text{g}/\text{pie}^2$) o más en pisos, incluidos pisos alfombrados.
- 250 $\mu\text{g}/\text{pie}^2$ o más en los antepechos de ventanas interiores.

El plomo en la tierra puede ser peligroso cuando los niños juegan en tierra descubierta o cuando las personas meten tierra en la casa con los zapatos. Actualmente, la EPA define como peligrosos los siguientes niveles de plomo en la tierra:

- 400 partes por millón (ppm) o más en áreas de juego de tierra descubierta.
- 1,200 ppm (promedio) o más en la tierra descubierta del resto del jardín.

Recuerde que el plomo de las partículas de pintura —que puede ver— y el polvo de plomo —que tal vez no pueda ver— pueden ser peligrosos.

La única forma de saber si existe peligro debido a la presencia de plomo en pintura, polvo o tierra es realizando pruebas. En la página siguiente se describe cómo hacer esto.

Reduciendo los peligros del plomo (continuación)

Si en su casa se realizó un trabajo para remover el plomo o si se trata de una vivienda que recibe ayuda federal, una vez que se termine el trabajo, deben realizarse las actividades de limpieza del polvo hasta que las pruebas de aprobación indiquen que los niveles de polvo de plomo están por debajo de los siguientes niveles:

- 40 microgramos por pie cuadrado ($\mu\text{g}/\text{pie}^2$) en pisos, incluidos pisos alfombrados.
- 250 $\mu\text{g}/\text{pie}^2$ en los antepechos de ventanas interiores.
- 400 $\mu\text{g}/\text{pie}^2$ en los canales de ventanas.

Para obtener ayuda para localizar en su área profesionales certificados que remuevan el plomo, llame a la agencia estatal o local (vea las páginas 14 y 15), visite epa.gov/lead o llame al **1-800-424-LEAD**.

Reduciendo los peligros del plomo

Alterar la pintura con base de plomo o remover incorrectamente el plomo puede aumentar el peligro para su familia, ya que esparce aún más el polvo de plomo en la casa.

- Además de la limpieza diaria y la buena nutrición, usted puede reducir **temporariamente** los riesgos relacionados con la pintura con base de plomo tomando medidas, como la reparación de las superficies pintadas que estén dañadas y plantar césped para cubrir la tierra contaminada con plomo. Estas medidas no son soluciones permanentes y necesitarán atención continua.
- Para minimizar la exposición al plomo cuando renueve, repare o pinte su casa, contrate a un renovador certificado por el estado o la EPA que esté capacitado en el uso de prácticas de trabajo seguras con el plomo. Si es una persona que suele hacer los trabajos por su cuenta, aprenda a utilizar prácticas de trabajo seguras con el plomo en su casa.
- Para remover permanentemente los peligros relacionados con el plomo, debe contratar a un contratista certificado para que "remueva" el plomo. Los métodos para remover (o eliminar permanentemente el peligro) incluyen la eliminación, el sellado o el revestimiento de la pintura con base de plomo con materiales especiales. Simplemente pintar sobre la pintura que presenta riesgos con una pintura común no es un control permanente.

Siempre recurra a un contratista certificado que esté capacitado para corregir los peligros relacionados con el plomo de manera segura.

- Contrate a una empresa certificada en prácticas seguras con el plomo (vea la página 12) para realizar proyectos de renovación, reparación o pintura (RRP) a fin de no alterar las superficies pintadas.
- Para corregir permanentemente los peligros relacionados con el plomo, contrate a un profesional certificado para que "remueva" el plomo. Esto asegurará que el contratista sepa cómo trabajar en forma segura y tenga el equipo apropiado para limpiar minuciosamente.

Los contratistas certificados contratarán a trabajadores cualificados y seguirán reglas estrictas de seguridad según lo dicta el estado o el gobierno federal.



Verificando si su casa tiene plomo

Puede evaluar su casa de diferentes maneras para determinar si tiene plomo:

- Una **inspección** de la pintura con base de plomo le dirá si su casa tiene pintura con base de plomo y dónde se localiza. Sin embargo, esta inspección no le dirá si en su casa existen actualmente peligros relacionados con el plomo. Un profesional experto en pruebas capacitado y certificado, que se llama inspector de pintura con base de plomo, realizará la inspección de la pintura utilizando métodos como:
 - Máquina portátil de fluorescencia por rayos X (XRF, por sus siglas en inglés).
 - Pruebas de laboratorio de muestras de pintura.
- Una **evaluación de riesgo** le dirá si en su casa existe actualmente algún peligro relacionado con el plomo debido a la presencia de plomo en la pintura, el polvo o la tierra. También le dirá qué acciones debe llevar a cabo para eliminar estos peligros. Un profesional experto en pruebas capacitado y certificado, que se llama asesor de riesgo, hará lo siguiente:
 - Tomará muestras de la pintura deteriorada de puertas, ventanas, pisos, escaleras y paredes.
 - Tomará muestras del polvo cerca de las superficies pintadas y muestras de tierra descubierta del patio.
 - Hará pruebas de laboratorio con las muestras de pintura, polvo y tierra.
- Una combinación de evaluación de riesgo e inspección le dirá si en su casa hay pintura con base de plomo, si existe algún peligro relacionado con el plomo y dónde se localizan ambos.



Asegúrese de leer el informe que le entreguen una vez finalizada la inspección o la evaluación de riesgo, y pregunte todo lo que no entienda.

Verificando si su casa tiene plomo (continuación)

Al preparar un trabajo de renovación, reparación o pintura en una casa construida antes de 1978, los renovadores certificados para prácticas seguras con el plomo (vea la página 12) pueden:

- Tomar muestras de partículas de pintura para determinar si hay pintura con base de plomo en el área que se prevé renovar y enviarlas para analizar a un laboratorio especializado en plomo reconocido por la EPA. En viviendas que reciben ayuda federal, la persona que recolecte estas muestras debe ser un evaluador de riesgo o inspector certificado de pintura con base de plomo.
- Utilizar juegos de pruebas reconocidos por la EPA para determinar si no hay pintura con base de plomo (no se deben usar en viviendas que reciban ayuda federal).
- Suponer que hay pintura con base de plomo y utilizar prácticas de trabajo seguras con el plomo.

Existen programas estatales y federales para garantizar que las pruebas se realicen de modo seguro, confiable y con eficacia. Comuníquese con la agencia estatal o local para obtener más información, visite epa.gov/lead o llame al **1-800-424-LEAD (5323)** para obtener una lista de contactos en su área.³

Lo que usted puede hacer en estos momentos para proteger a su familia

Si sospecha que su casa tiene algún peligro relacionado con pintura con base de plomo, puede tomar algunas medidas inmediatas para reducir el riesgo de su familia:

- Si alquila, infórmele al propietario si hay pintura descascarándose o picándose.
- Mantenga las superficies pintadas limpias y sin polvo. Limpie semanalmente los pisos, los marcos y antepechos de las ventanas y las demás superficies. Use un trapeador o una esponja con agua tibia y un limpiador para usos múltiples. (Recuerde: nunca mezcle productos de amoníaco con blanqueadores, ya que pueden formar gases peligrosos.)
- Limpie inmediatamente y con cuidado las partículas de pintura sin generar polvo.
- Enjuague bien y con frecuencia las esponjas y las cabezas de los trapeadores mientras limpia las áreas sucias o con polvo, y vuelva a hacerlo cuando termine de limpiar.
- Lávese con frecuencia las manos y también las de sus hijos, especialmente antes de comer, antes de la siesta y antes de irse a dormir.
- Mantenga limpias las áreas de juego. Lave con regularidad los biberones, los chupones, los juguetes y los animales de peluche.
- No permita que los niños muerdan los antepechos de las ventanas ni las demás superficies pintadas, ni tampoco que coman tierra.
- Al realizar renovaciones, reparaciones o pintura, contrate a empresas de renovación certificadas en prácticas seguras con el plomo aprobadas por el estado o la EPA (vea la página 12).
- Límpiense o quítese los zapatos antes de entrar a la casa para evitar meter el plomo de la tierra.
- Asegúrese de que los niños coman alimentos nutritivos, bajos en grasa y altos en hierro y calcio, tales como las espinacas y los productos lácteos. Los niños con una dieta adecuada absorben menos plomo.

³ Las personas con impedimentos auditivos o del habla pueden acceder a este número a través del sistema TTY llamando al Federal Relay Service (Servicio Federal de Retransmisión) al 1-800-877-8399.

Lake County Consortium Violence Against Women Act Policy and Emergency Transfer Plan

Program Applicability

This Emergency Transfer Plan covers rental beneficiaries and tenants under the following programs:

1. HOME Investment Partnerships Program (“HOME Program”)
2. Community Development Block Grant (“CDBG”)
3. Emergency Solutions Grant (“ESG”)

Background

The 2013 reauthorization of the Violence Against Women Act (“VAWA”) expands housing protections to all of HUD’s housing programs, as well as provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. HUD’s Violence Against Women Reauthorization Act of 2013 Implementation Rule requires Lake County to adopt an emergency transfer plan no later than June 14, 2017.

This Policy and Plan identifies VAWA protections and limitations, tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees compliance for the HOME Program and ESG.

The regulatory basis for and requirements of this Policy and Plan are identified in 24 CFR 5.2005, 2007, & 2009; 24 CFR 91.520; 24 CFR 92.253, 359, 504 & 508; 24 CFR 576.105, 106, 400, 409, & 500.

General VAWA Protections, Requirements, and Limitations

Applicability and Duration

This Policy & Plan applies as follows:

1. HOME Program: all rental projects and all Tenant Based Rental Assistance activities with a commitment date on or after December 16, 2016. Requirements apply for the entire Period of Affordability of the project or activity.
2. CDBG: all rental projects and homelessness prevention programs with a contract date on or after December 16, 2016.
3. ESG: all eligibility and termination decisions that are made with respect to ESG rental assistance on or after December 16, 2016.

Notice to Applicants and Tenants

All HOME Program, CDBG, and ESG housing providers shall provide to each applicant and tenants the Notice of Occupancy Rights and the Certification Form (in a form approved by HUD and in accordance with the applicable requirements of VAWA). The Notice of Occupancy Rights explains the VAWA protections under 24 CFR Part 5. The Certification Form is to be completed by a tenant in an instance of domestic violence, dating violence, sexual assault or stalking.

Housing providers must provide the Notice of Occupancy Rights to an applicant or tenant at each of the following times:

1. At the time the applicant is denied assistance or admission under a covered housing program;
2. At the time the individual is provided assistance or admission under a covered housing program;
3. With any notification of eviction or notification of termination of assistance; and
4. During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process, or if there will be no recertification or lease renewal for a tenant during the 12-month period, through other means.

The Notice of Occupancy and the Certification Form shall be made available in multiple languages, as is consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

Prohibited Basis for Denial or Termination of Assistance or Eviction

An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. No individual or family may be denied admission to or removed from an emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.

A tenant in a covered housing program may not be denied tenancy or occupancy rights solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

1. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
2. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

Construction of Lease Terms and Terms of Assistance

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall *not* be construed as:

1. A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

HOME Program Only: All tenants residing in a HOME Program unit or tenants receiving HOME Program Tenant-Based Rental Assistance shall have a VAWA lease addendum incorporating the requirements of 24 CFR Parts 5 & 92. Specifically, the lease addendum shall allow the tenant to terminate the lease without penalty if the conditions for an emergency transfer (below) are met. For tenants receiving Tenant-Based Rental Assistance, the lease addendum shall require the owner to notify Lake County before the owner bifurcates the lease, as described below, or provides

notification of eviction to the tenant. If HOME Program Tenant-Based Rental Assistance is the only assistance provided, the VAWA lease addendum may be written to expire at the end of the rental assistance period.

ESG Only: Each ESG lease executed on or after December 16, 2016 shall have a VAWA provision or lease addendum that incorporates all of the requirements of the tenant and owner under the regulations (24 CFR Parts 5 & 576), the prohibited bases for evictions and restrictions on the construction of lease terms noted above.

Limitations of VAWA

This policy in no way limits the authority of a covered housing provider to comply with a court order, or to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. Additionally, this policy does not limit a housing provider's ability to evict or terminate assistance if the housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

Emergency Transfers

In accordance with VAWA, Lake County allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available to all tenants, regardless of sex, gender identity, sexual orientation, race, color, national origin, religion, familial status, disability, or age. The ability of Lake County to honor such a request for tenants, however, depends upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether there is another unit available *and* is a safe unit for the tenant to occupy.

Emergency Transfers Eligibility and Priority

A tenant who is a victim of domestic violence, dating violence, sexual assault, or staling, as provided in HUD's regulations at 24 CFR Part 5, Subpart L is eligible for an emergency transfer if the tenant expressly submits a written request for a transfer and reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements of this plan.

To the extent permitted by local, state and federal law, tenants requesting an emergency transfer under this Plan shall have priority over other tenants seeking transfers and individuals seeking placement on waiting lists.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall submit a written request to their landlord. Within forty-eight (48) hours, the landlord shall notify Lake County of all requests received under this plan. All notifications to the County shall abide by the confidentiality requirements of this plan.

The tenant's written request must include the tenant's name, safe contact information, and one of the following:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain the same dwelling unit; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding a request for an emergency transfer.

The housing provider may request, in writing, documentation of the incident from the applicant or tenant. *It is at the discretion of the applicant or tenant what documentation to provide.* The applicant or tenant shall have a minimum of 14 days to provide documentation. The housing provider is in no way required to request documentation. The following are acceptable forms of documentation:

1. The Certification Form; or
2. A document (i) signed by the applicant or tenant, (ii) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and (iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault or stalking under 24 CFR 5.2003.
3. A record of a federal, state, tribal, territorial or local law enforcement agency, court, or administrative agency; or
4. At statement or other evidence provided by the applicant or tenant

The housing provider may request third-party documentation if conflicting documentation is received after the original request for documentation. The applicant or tenant shall have 30 days to provide the documentation in such a situation.

Confidentiality

Lake County and all housing providers shall keep any information submitted, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, in strict confidence.

Lake County and all housing providers shall not allow any individual administering assistance on behalf of the entity, or any persons within their employ, or any individual in the employ of the County or the housing provider to have access to confidential information unless explicitly authorized for reasons that call for such individuals to have access to this information under applicable federal, state, or local law.

Lake County and all housing providers will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer unless:

1. the tenant gives Lake County or the landlord permission to release the information on a time limited basis; or
2. disclosure of the information is required by law; or
3. disclosure of the information is required for use in an eviction proceeding or hearing regarding termination of assistance from the HOME Program, CDBG, or ESG.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided.

Neither Lake County nor any housing provider shall enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent the disclosure fits one of the three exceptions noted above.

A housing provider's compliance with VAWA protections and confidentiality requirements shall not be sufficient to constitute evidence of an unreasonable act or omission by the housing provider. Neither VAWA nor this plan limits a housing provider'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 household breaks up.

Emergency Transfer Timing and Availability

Neither Lake County nor housing providers can guarantee that a transfer request will be approved or how long it will take to process a transfer request. Lake County will require housing providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a safe unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing provider may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.

If a housing provider has a safe unit immediately available, the housing provider must allow the tenant to make an internal emergency transfer. An internal emergency transfer is an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; the tenant may reside in the new unit without having to undergo an application process. A safe unit is a unit that the tenant requesting the transfer believes is safe.

If a housing provider has no safe units available, the housing provider shall give the tenant priority above all others when the next unit becomes available. The housing provider shall also notify Lake County that no internal emergency transfer is available.

If a housing provider has no safe units available for which a tenant who needs an emergency is eligible, Lake County will assist the tenant in an external emergency transfer by identifying other housing providers who *may* have safe units available to which the tenant could move. Lake County will maintain a list of HOME Program units and make the list available to tenants requesting an emergency transfer. An external emergency transfer is an emergency relocation of a tenant to another unit where the tenant

would be categorized as a new applicant; the tenant must undergo an application process in order to reside in the new unit.

Tenants may seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

At the tenant's request, the housing provider and Lake County will also assist tenants in contacting A Safe Place and other local organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking.

ESG Only: If a tenant resides in a project-based rental assistance unit and a safe unit is not immediately available for an internal emergency transfer, the tenant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were on the original lease, then they will continue to receive tenant-based rental assistance. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were not on the original lease, then they may apply for ESG tenant-based rental assistance but will not receive any priority.

Lease Bifurcation

Housing providers may choose to bifurcate the lease, or remove a household member from a lease in order to evict or terminate assistance to a household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. Lease bifurcation shall be carried out in accordance with any requirements or procedures by federal, state, or local law for termination of assistance or leases, and any requirements under the applicable housing program (HOME Program, CDBG, or ESG).

If a housing provider chooses to bifurcate a lease, any remaining tenant(s) shall have ninety (90) calendar days to (i) establish eligibility under the same housing program, (ii) establish eligibility under another housing program, or (iii) find alternative housing.

HOME Program Only: Following a lease bifurcation, tenants within a HOME Program unit shall be allowed to remain in that unit and are not subject to the 90-day limitation; similarly, households receiving HOME Program Tenant-Based Rental Assistance shall continue to receive the rental assistance. Lake County shall decide if the removed tenant shall continue to receive HOME Program rental assistance, so long as the removed tenant has not engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking.

ESG Only: Following a lease bifurcation, any tenant-based rental assistance and utility assistance shall continue for the family member(s) who are not evicted or removed. If the family resides in a unit receiving project-based rental assistance, the household members who are not evicted or removed can remain in the unit without interruption to the assistance provided to the unit. The 90-day limitation does not apply.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the housing provider shall inform the tenant of the following resources and urge the tenant to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233 or A Safe Place Hotline at 847-249-4450 for assistance in creating a safety plan. For persons with hearing impairments, the national hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National networks' national Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/> or they may call the Zacharias Center Hotline at 847-872-7799.

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

Recordkeeping and Reporting

Lake County shall keep data on emergency transfers requested under the covered housing programs and their outcomes. Lake County shall report this data as required by HUD.

LAKE COUNTY TEMPLATE

Notice of Occupancy Rights under the Violence Against Women Act¹

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.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Lake County Consortium** is in compliance with VAWA. Housing Providers (HP) receiving funding from **Lake County Consortium** must comply with the terms of this Notice of Occupancy Rights. 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 a program funded by Lake County Consortium, 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 a program funded by Lake County Consortium, 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 a program funded by Lake County Consortium 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

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

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

² 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.

If HP chooses to remove the abuser or perpetrator, HP 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, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP 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, HP 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, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

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

HP 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. HP's emergency transfer plan provides further information on emergency transfers, and HP 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

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

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

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

Confidentiality

HP 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.

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

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

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

VAWA does not limit HP'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, HP 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 HP 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 HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

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

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with:

The U.S. Department of Housing and Urban Development
Chicago Regional Office

Ralph Metcalfe Federal Building
77 West Jackson Boulevard
Chicago, IL 60604
Phone: (312) 353-5680
Fax: (312) 913-8293
TTY: (312) 353-7143

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact **Lake County Community Development at CommunityDevelopment@lakecountyil.gov**.

For help regarding an abusive relationship, you may call the **National Domestic Violence Hotline** at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **A Safe Place's** 24-hour hotline at 1-800-600-SAFE (7233) or **Zacharias Sexual Abuse Center's** 24-hour support line at (847) 872-7799.

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

For help regarding sexual assault, you may contact the **National Sexual Assault Hotline** at (800) 656-HOPE (4673), or **A Safe Place's** 24-hour hotline at 1-800-600-SAFE (7233) or **Zacharias Sexual Abuse Center's** 24-hour support line at (847) 872-7799.

Victims of stalking seeking help may contact **A Safe Place's** 24-hour hotline at 1-800-600-SAFE (7233) or **Zacharias Sexual Abuse Center's** 24-hour support line at (847) 872-7799.

Attachment: Certification form HUD-5382

This document was created from Form HUD-5380 (12/2016) template provided by the U.S. Department of Housing and Urban Development, OMB Approval No. 2577-0286 Expires 06/30/2017.

**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.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

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

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

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(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 submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. 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 or an emergency transfer to you. 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 PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. 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) _____

VAWA LEASE ADDENDUM

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This Lease Addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord.

1. Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA).

2. Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

3. Effective Date; Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

4. VAWA Protections

- A. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- B. The Tenant may terminate this Lease without penalty if _____ (“Provider”) determines that the Tenant has met the conditions for an emergency transfer under 24 CFR Part 5.2005(e). This will be evidenced, in part, through the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (HUD Form 5382) and Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD Form 5383) forms.
- C. The Landlord may bifurcate the Lease, or remove a house member from this Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without regard to whether the household member is a signatory to the lease and without evicting, removing, or terminating assistance to a victim of such criminal activity who is also a tenant or lawful occupant. The Landlord and property owner may choose to bifurcate the lease at their discretion. The Landlord’s refusal to bifurcate the Lease does not restrict the Tenant’s ability to terminate this Lease if the Tenant has met the conditions for an emergency transfer. When HOME tenant-based rental assistance is provided, the owner must notify Lake County before the owner bifurcates the lease or provides notification of eviction to the tenant.
- D. The Landlord may not consider 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, cause for termination

of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse.

- E. The Landlord may request in writing that the victim or an affiliated individual of the tenant certify that the individual is a victim of abuse and that the tenant complete and submit documentation of abuse, using the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (HUD Form 5382), or other documentation as noted on the certification form, to receive protection under the VAWA. Failure to provide the documentation within 14 business days of request, or an agreed upon extension date, may result in eviction.
- F. Any information submitted to the Landlord will be kept confidential and will not be disclosed to any other individual or entity except if disclosure is consented to by the victim, is required for an eviction or is otherwise required by law.

Tenant (head of household)

Date

Landlord

Date

Tenant Based Rental Assistance (TBRA) Set Up Form HOME Program

Check the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Change Owner's Address <input type="checkbox"/> Revision	Name and Phone Number of Person Completing Form:
---	--

A. General and Activity Information.

1. Name of Participant:	2. County Code:	3. IDIS Activity ID Number:	4. Activity Name:

Set Up Activity

B. Objective and Outcome.

1. Objective (enter code): _____ (1) Create suitable living environment (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability
--	---

C. Household Characteristics. (Refer to code below where applicable) **Assisting more than 8 tenants? Make copies of this page for additional space.**

Last Name	# of Bdrms	Sec Dep	Monthly Rent			Household					Tenant Contract			
			Tenant Monthly Rent	TBRA Monthly Rent	Total Monthly Rent	% Med	Hispanic? Y/N	Race	Size	Type	Paid To O=Owner T=Tenant	New? Y/N	Months (1 to 24)	

D. Total/Subtotal of HOME Funds Requested: \$

E. TBRA Units

Number of TBRA Units:

Designated for the homeless: _____

Of those the number designated for the chronically homeless: _____

Was this activity carried out by a
Faith-based organization (Y/N)? _____

of Bd rms

0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Household % of Med

1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race

11 – White
12 – Black/African American
13 – Asian
14 – American Indian/Alaska Native
15 – Native Hawaiian/Other Pacific Islander
16 – American Indian/Alaska Native & White
17 – Asian & White
18 – Black/African American & White
19 – American Indian/Alaska Native & Black/African American
20 – Other multi-racial

Household Size

1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type

1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

Instructions for Completing the Tenant-Based Rental Assistance Set-up Report

HOME Program

Read the instructions for each item carefully before completing the form.

Applicability. The purpose of this report is to assist with the collection of information to be entered into IDIS. This report is to be completed for each TBRA activity set-up in IDIS. A single activity may include up to 99 tenants. For centralized State projects, the tenants must be in the same county.

Timing. Data is to be entered into IDIS before funds may be drawn down for the activity. An amended set-up report should be completed to increase or decrease HOME funding for the activity.

A. General and Activity Information.

1. **Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the TBRA activity.
2. **County Code.** Enter the county code of the agency administering this HOME activity.
3. **IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
4. **Activity Name.** Enter the name designated to the activity. The blank boxes may be used for internal tracking purposes.

B. Objective and Outcome:

Objective. Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Decent affordable housing.

1. **Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
3. **Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

Outcome. Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

1. **Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
2. **Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
3. **Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

C. Household Characteristics.

Complete one line for each tenant receiving tenant-based rental assistance from the HOME Program.

Tenant's Last Name. Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters or a unique file identification number.

of Bdrms. Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Sec Dep. Enter the amount of HOME funds to be paid to the tenant or owner as a security deposit payment (to the nearest dollar).

Tenant Monthly Rent. Enter the actual rent, including utilities, to be paid by the tenant at the time of activity completion (to the nearest dollar). If the rent includes utilities, or, if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial

utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule produced by the local Public Housing Authority (PHA).

TBRA Monthly Rent. Enter the amount of HOME funds to be paid to the tenant or owner as a rent subsidy payment, including any utility allowances (to the nearest dollar).

Total Monthly Rent. The total monthly rent is automatically calculated by IDIS.

Household % of Med. For each household assisted with HOME funds, enter one code only based on the following definitions:

1. **0 to 30%** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30+ to 50%** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+ to 60%** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+ to 80%** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Hispanic? Y/N. For each household assisted with HOME funds, enter the ethnicity of the head of household as either "Y" for Hispanic or Latino or "N" for not Hispanic nor Latino. Hispanic or Latino ethnicity is defined as a person of Cuban, Mexican, Puerto Rican, South/Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Household Race. For each household assisted with HOME funds, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black/African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other multi-racial.** For reporting individual responses that are not included in any of the other categories listed above.

Household Size. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 (for households of more than 8, enter 8).

Household Type. For each household assisted with HOME funds, enter one code only based on the following definitions:

1. **Single, non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Two parents.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Tenant Contract Paid To. Enter an O, if the TBRA Monthly Rent will be paid to the Owner. Enter a T, if it will be paid to the Tenant.

Tenant Contract New? Enter a Y, if the tenant is newly assisted. Enter an N, if the tenant's assistance is being renewed.

Tenant Contract Months. Enter the number of months in the contract with the tenant. Valid entries are 1 to 24.

D. Total/Subtotal of HOME Funds Requested.

Enter the total amount of HOME funds requested for the activity. This amount includes the TBRA Monthly Rent for each tenant multiplied by the Tenant Contract Months. It also includes the security deposit amount for each tenant, if requested.

E. TBRA: Units

Number of TBRA units designated for the homeless. Of the total number of TBRA units in the activity, enter the number designated for the homeless. Homeless is defined as (1) an individual or family who lacks fixed, regular, and adequate nighttime residence; or (2) An individual or family who has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (b) an institution that provides a temporary residence for individuals intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Of those, the number designated for the chronically homeless. Of the number of units designated for the homeless, enter the number designated for the chronically homeless. A chronically homeless person is defined as an unaccompanied homeless individual with a disabling condition who has either: (1) been continuously homeless for a year or more, or (2) has had at least four episodes of homelessness in the past three years. A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability. For the purpose of determining chronically homelessness, a homeless person an unaccompanied individual sleeping in a place not meant for human habitation or in an emergency homeless shelter.

Note: IDIS will default to zero if units are not entered in these fields.

Faith-based Organization. Was this activity carried out by a faith-based organization (y/N)? Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N".

Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.