

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are^(A) _____, referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the Tenant(S) unit number^(C) _____, located at _____ in the project known as^(B) _____.
- (D)
2. Length of Time (Term): The initial term of this Agreement shall begin on^(F) _____ and end on^(G) _____. After the initial term ends, the Agreement will continue for successive terms of one^(H) _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$^(I) _____ for the partial month ending on^(J) _____. After that, Tenant agrees to pay a rent of \$^(K) _____ per month. This amount is due on the^(L) _____ day of the month at _____.
- (M)
- The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.
4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

- 5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may Collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$^(N)_____ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- 6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- 7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees

that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)		(2)
Put "x" by any Utility Tenant pays directly	Type of Utility	Put "x" by any Utility Included in Tenant Rent
(0) _____ _____ _____ _____	Heat Lights, Electric Cooking Water Other (Specify. _____ _____	(0) _____ _____ _____ _____

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3)	
Show \$ Amount Tenant Pays to Landlord in Addition to Rent	
Parking Other (Specify.) _____ _____	(0) \$ _____ \$ _____ \$ _____

8. Security Deposits: The Tenant has deposited \$^(P)_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at^(Q) _____%, beginning^(R) _____, less any amount needed to pay the cost of:
- (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within^(S) _____ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.
9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$^(T) _____ for each key not returned.

Maintenance:

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent

shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.
13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
- a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
 - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
14. Rules: The Tenant agrees to obey the House Rules which are

Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.
15. Regularly Scheduled Recertifications: Every year around the^(u) _____ day of^(v) _____, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
 - b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.
16. Reporting Changes Between Regularly Scheduled Recertifications:
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.

- (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1)The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days

after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2)The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
 - c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.
18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.
19. Size of Dwelling The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
- a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
 - b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

- 21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.
- 22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of
Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

8. if the tenant is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- d. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-

delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.
24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the

following Attachments to this Agreement
and understands that these Attachments are
part of this Agreement.

- a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
 - b. Attachment No. 2 - Unit Inspection Report.
 - c. Attachment No. 3 - House Rules (if any).
28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.
29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.
31. Signatures:

TENANT
BY:

- 1. ^(W) _____ /_____/_____
Date Signed
- 2. _____ /_____/_____
Date Signed
- 3. _____ /_____/_____
Date Signed

LANDLORD
BY:

- 1. ^(W) _____ /_____/_____
Date Signed

Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

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.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

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.

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.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence 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.
2. 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 immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date



BED BUG INFORMATION PACKET





COMMON BED BUG MYTHS

Bed bugs only bite in the dark.

FALSE. Although bed bugs tend to be more active at night, they can bite at any time.

Only dirty, cluttered homes get bed bugs.

FALSE. Anyone can get bed bugs. Bed bugs have been found in the homes of the wealthy and poor. Unsanitary conditions will not cause bed bugs but getting rid of clutter will help to reduce the number of places bed bugs can live and hide.

Bed Bugs cannot be seen with the naked eye.

FALSE. Bed bugs are small but can be seen with the naked eye. A magnifying glass will help. Young bed bugs are about the size of a poppy seed and mature ones are about the size of an apple seed.

Bed bugs are only found on the bed.

FALSE. Although they are called bed bugs they are not only confined to the bed. Bed bugs are commonly found in beds, on sofas, in chairs and areas near where people sleep or lounge.

Some people are not affected by bed bugs.

TRUE. Some people do not have a reaction to bed bug bites and may be unaware that bed bugs are in their home until they actually see them.

Bed bugs can live for many months without feeding.

TRUE. Bed bugs can live for many months without feeding.

HOW TO IDENTIFY A BED BUG

- 1) Is the bug yellowish white or reddish brown in color? YES NO
- 2) Is the bug flattened with obvious folds on its body? YES NO
- 3) Is the bug round or oval in shape? YES NO
- 4) Is the bug wingless and no bigger than a pencil eraser? YES NO
- 5) Does the bug have 6 legs and short thick antennae? YES NO
- 6) Does the bug have well defined, protruding eyes? YES NO
- 7) Does the bug have a leathery skin with small fine hairs? YES NO
- 8) Does the bug have a round end with no tail-like appendage? YES NO
- 9) Was the bug found in the sleeping or sitting area? YES NO





CHARACTERISTICS OF A BED BUG DURING DIFFERENT STAGES

ADULT	JUVENILE	EGGS
Oval flattened body	Oval flattened body	Elongated capsule shaped
About ¼ inch long	About 1/25" to 1/5" inch long	About 1/25" inch long
Size of an apple seed	Size of a poppy seed	Size of a grain of sugar
Shiny rusty red color	Translucent tan color	Yellowish-white color
Swollen and larger after eating	Swollen and larger after eating	Seen with magnifying glass
Wingless	Wingless	Adhered to surfaces
6 legs, not longer than body	6 legs, not longer than body	Hatches in about 2 weeks
2 antenna, not longer than legs	2 antenna, not longer than legs	After hatching the egg shells frequently remain on the surfaces
Accordion-like folds on body	Accordion-like folds on body	
Usually a dark area on its back	Usually a dark area on its back	

RESIDENT BED BUG REPORTING FORM



NAME _____ **DATE** _____

ADDRESS _____

PHONE NUMBER(s) _____

What signs of bed bugs have you seen or experienced?

When did you first notice the problem?

Have you recently traveled or hosted visitors from out of town?

YES **NO**

Have you recently purchased or recovered any used furniture?

YES **NO**



How to Prevent Bed Bugs from Entering your Home

Bed bugs can enter your home in used clothing, furniture, or bedding, by traveling along pipes and wiring, and as “hitch-hikers” on your or your visitors' clothing, shoes and bags.

To prevent bed bugs from entering your home:

- 1) Do not bring furniture, mattresses, box springs, or bed frames found on the street into your home.
- 2) Check all used or rented furniture for bed bugs.
- 3) Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high quality encasement that will resist tearing and check the encasements regularly for holes.
- 4) Reduce clutter in your home to reduce hiding places for bed bugs.
- 5) When traveling check for bed bugs in your hotel room. Check the bedding and furniture. Keep your suitcases off the floor and the bed and check them for bed bugs when departing.

If you have a bed bug infestation you may also notice cast skins. The cast skin of a bed bug is an empty shell that is left behind when a bed bug grows. This skin will be in the shape of a bed bug but it will be transparent.

Bed bugs are active mainly at night, so it is unlikely that you will see one during the day. **They can become accustomed to feeding during the day if they become aware that people are resting or sleeping during the day.**



WHAT NOT TO DO IF YOU HAVE BED BUGS

DO NOT panic. You can control bed bugs with careful inspection and by using proper control methods.

DO NOT try to kill bed bugs by using agricultural or garden pesticides. Using outdoor pesticides to control bed bugs can make you or your family very sick.

DO NOT apply pesticides directly to your body. This could make you very sick.

DO NOT use rubbing alcohol, kerosene or gasoline. These chemicals may cause fires.

DO NOT store things under the bed. Storing stuff under the bed gives bed bugs many new places to hide. This makes it more difficult to get rid of bed bugs.

DO NOT move things from room to room. Moving your things from the room with bed bugs to another room in your house may spread the bed bugs.



WHERE TO LOOK FOR BED BUGS

- Along mattress seams, in the tufts and under the mattress tags
- Behind the headboard
- Inside the holes for set-in screws
- Along wood creases in the box springs or in bed frames
- Where the box spring's fabric is stapled to the wood frame
- Behind loose wallpaper
- Behind chipped paint
- Under the base of the air conditioner
- Beneath the wood framing that holds the bar in the closet
- Along the interior frame of closet doors
- Behind baseboards
- Inside baseboard heaters
- Inside curtain rods and on the curtains near the top where they are pleated
- In personal belonging, including books, stuffed animals, picture frames and hundreds of other locations





Tenant Number: _____

Unit Number: _____

BED BUG ADDENDUM

This Bed Bug Addendum is incorporated into and made part of the lease executed by and between Management and the above referenced Tenant for the Leased Premises above.

Tenant must report any bed bug infestation and/or problems with the Leased Premises as soon as it is noticed.

Management and Tenant agree that any violation of this Bed Bug Addendum shall be a violation of the Residential Lease Agreement.

Tenant acknowledges that Management’s implementation of this Bed Bug Addendum, and all efforts to provide pest free surroundings, does not in any way alter the standard of care that Management owes Tenant under the Residential Lease Agreement. Tenant understands and agrees that Landlord’s ability to control, take care of, or enforce the terms and conditions of this Bed Bug Addendum is reliant in a large part on the Tenant’s compliance and cooperation.

Tenant agrees to cooperate with the Landlord in all efforts and course of actions required to erase and control any pest infestation. Tenant’s full cooperation shall include but is not limited to immediately reporting any pest infestation included that of bed bugs to Management, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests. Tenant understands that evacuating the Leased Premises during and after treatment for a specified period may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the post-treatment requirements to keep the Leased Premises pest free and minimize any re-infestations.

Tenant has received the attached “Bed Bug Information Packet” and will read and follow the guidelines within the document.

Tenant Signature

Date

Management Signature

Date



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

175 West Jackson Boulevard, Suite 350 • Chicago, Illinois 60604 • 312.663.5447

Charge List

After hours lock out	\$75.00
Resident requested lock change	\$55.00
Key	\$7.00 per key
Key fob	\$25.00
Towel bar	\$14.00
Toilet paper holder	\$15.00
Toilet	\$175.00
Toilet seat	\$20.00
Vanity	\$195.00
Lavatory sink (wall mount)	\$59.00
Medicine cabinet	\$40.00
Smoke detector	\$25.00
Combo Smoke/CO2 detector	\$60.00
Mini blinds (per blind)	\$15.00
Light fixture	\$40.00
NSF check fee	\$25.00

*Charges listed are for replacing items due to resident caused loss or damage located inside the apartments. Charges for damages not listed will be billed on the cost of materials and labor only.



EXHIBIT 1

DECLARATION FORM

INSTRUCTIONS: Complete this Declaration for each member of the household.

LAST NAME _____ FIRST NAME _____

RELATIONSHIP TO HEAD OF HOUSEHOLD _____

SEX _____ DATE OF BIRTH _____

SOCIAL SECURITY # _____

ALIEN REGISTRATION # _____

ADMISSION NUMBER _____ If applicable
(this is an 11-digit number found on the DHS I-94, Departure Record)

NATIONALITY _____ (Enter the foreign nation or
country to which you owe legal allegiance. This is normally but not always the country of birth.)

SAVE VERIFICATION # _____
(To be entered by owner if and when received.)

INSTRUCTIONS: Complete the Declaration Form below by printing or by typing the person's First name, middle initial, and last name in the space provided. Then review the blocks below and complete either block 1, 2, or 3:

DECLARATION

I, _____ hereby declare, under Penalty of perjury,

that I am _____
(print or type first name, middle initial, last name):

1. A citizen or national of the United States.

Sign and date below and return to the name and address given to you by Management. If this block is checked on behalf of a child, the adult who will reside in the assisted unit and who is responsible for the child should sign and date below.

Signature

Date

Check here if adult signed for a child:



2. A non-citizen with eligible immigration status as evidenced by one of the documents listed below:

Note: If you checked this block and you are 62 years of age or older, you need only submit a proof of age document together with this format, and sign below:

If you checked this block and you are less than 62 year of age, you should submit the following documents:

A. Verification Consent Form (Exhibit 2)

AND

B. One of the following documents:

- 1) Form I-551, *Alien Registration Receipt Card (for permanent resident aliens)*.
- 2) Form I-94, *Arrival-Departure Record*, with one of the following annotations:
 - a) "Admitted as Refugee Pursuant to Section 207";
 - b) "Section 208" or "Asylum";
 - c) "Section 243(h)" or "Deportation stayed by Attorney General"; or
 - d) "Paroled Pursuant to Sec. 212(d)(5) of INA".
- 3) If Form I-94, *Arrival-Departure Record*, is not annotated, it must be accompanied by one of the following documents:
 - a) A final court decision granting asylum (but only if no appeal is taken);
 - b) A letter from a DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from a DHS district director granting asylum (if application was filed before October 1, 1990);
 - c) A court decision granting withholding or deportation; or
 - d) A letter from a DHS asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
- 4) Form I-688, *Temporary Resident Card*, which must be annotated "Section 245A" or "Section 210."
- 5) Form I-688B, *Employment Authorization Card*, which must be annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12."
- 6) A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant's entitlement to the document has been verified.
- 7) Form I-151 Alien Registration Receipt Card.



If this block is checked, sign and date below and submit the documentation required above with this declaration and verification consent form to the name and address given to you by Management. If this block is checked on behalf of a child, the adult who will reside in the assisted unit and who is responsible for the child should sign and date below.

If for any reason, the documents shown in subparagraph 2.b above are not currently available, complete the Request for Extension block below.

Signature

Date

Check here if adult signed for a child:

REQUEST FOR EXTENSION

I hereby certify that I am a non-citizen with eligible immigration status, as noted in block 2 above, but the evidence needed to support my claim is temporarily unavailable. Therefore, I am requesting additional time to obtain the necessary evidence. I further certify that diligent and prompt efforts will be undertaken to obtain this evidence.

Signature

Date

Check if adult signed for a child:

- 3.** I am not contending eligible immigration status and I understand that I am not eligible for financial assistance.

If you checked this block, no further information is required, and the person named above is not eligible for assistance. Sign and date below and forward this format to the name and address specified by Management. If this block is checked on behalf of a child, the adult who is responsible for the child should sign and date below.

Signature

Date

Check here if adult signed for a child:



EXHIBIT 2

Verification Consent Form

INSTRUCTIONS:

Complete this form for each non-citizen household member who declared eligible immigration status on the Declaration Form. If this form is being completed on behalf of a child, the adult responsible for the child must sign it.

CONSENT

I, _____ hereby consent to the following:
(print or type first name, middle initial, last name)

1. The use of the attached evidence to verify my eligible immigration status to enable me to receive financial assistance for housing; and
2. The release of such evidence of eligible immigration status by Management without responsibility for the further use or transmission of the evidence by the entity following entities:
 - a. HUD, as required by HUD; and
 - b. The DHS for purposes of verification of the immigration status of the individual.

NOTIFICATION TO HOUSEHOLD:

Evidence of eligible immigration status shall be released only to the DHS for purposes of establishing eligibility for financial assistance and not for any other purpose. HUD is not responsible for the further use or transmission of the evidence or other information by the DHS.

Signature

Date

Check here if adult signed for a child:



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

EIV & You

ENTERPRISE INCOME VERIFICATION



**What YOU Should Know
if You are Applying for or are Receiving
Rental Assistance through the Department of
Housing and Urban Development (HUD)**

What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



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

The Social Security Administration:

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.

Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
 - *Child support*
 - *AFDC payments*
 - *Social security for children, etc.*

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.



Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.

What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <http://www.ssa.gov/pubs/10064.html>.

Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in; and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at: 1-800-685-8470.



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

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: www.hud.gov/offices/hsg/mfh/rhiip/eiv/eivhome.cfm.



JULY 2009

**Owner's Certification of Compliance
with HUD's Tenant Eligibility
and Rent Procedures**

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

Office of Housing
Federal Housing Commissioner

NOT for submission to the Federal Government
Landlord's Official Record of Certification

OMB Approval No. 2502-0204
(Exp. 06/30/2017)

Section A. Acknowledgements

Read this before you complete and sign this form HUD-50059

Public Reporting Burden. The reporting burden for this collection of information is estimated to average 55 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (2502-0204), Washington, DC 20503. The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD or a Public Housing Authority (PHA) may conduct a computer match to verify the information you provide. This information may be released in accordance with HUD's Computer Matching Agreement (CMA) between the Social Security Administration and the Department of Health and Human Services. You must provide all of the information requested, including the Social Security Numbers (SSNs), unless exempted by 24 CFR 5.216, you, and all other household members, have and use. Giving the SSNs of all household members, unless exempted by 24 CFR 5.216, is mandatory; not providing the SSNs will affect your eligibility approval. Failure to provide any information may result in a delay or rejection of your eligibility approval.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543).

Tenant(s)' Certification - I/We certify that the information in Sections C, D, and E of this form are true and complete to the best of my/our knowledge and belief. I/We understand that I/we can be fined up to \$10,000, or imprisoned up to five years, or lose the subsidy HUD pays and have my/our rent increased, if I/we furnish false or incomplete information.

Owner's Certification - I certify that this Tenant's eligibility, rent and assistance payments have been computed in accordance with HUD's regulations and administrative procedures and that all required verifications were obtained.

Warning to Owners and Tenants. By signing this form, you are indicating that you have read the above Privacy Act Statement and are agreeing with the applicable Certification.

False Claim Statement. Warning: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

Certification Summary from Page 2

Name of Project	Effective Date	Certification Type	Anticipated Voucher Date
Head of Household	Total Tenant Payment	Assistance Payment	Tenant Rent
Unit Number	Extenuating Circumstances Code		

Tenant Signatures

Head of Household	Date	Other Adult	Date
Spouse / Co-Head	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date

Owner/Agent Signature

Owner/Agent	Date
-------------	------

**Owner's Certification of Compliance
with HUD's Tenant Eligibility
and Rent Procedures**

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

Office of Housing
Federal Housing Commissioner

For Personal Records ONLY - not for
Submission to the Federal Government

Record for Landlords
(Exp. 06/30/2017)

Section B. Summary Information

1. Project Name	12. Effective Date 13. Anticipated Voucher Date 14. Next Recertification Date	21. Unit Number 22. No. of Bedrooms 23. Building ID 24. Unit Transfer Code 25. Previous Unit No. 26. Security Deposit 27. 236 Basic/BMIR Rent 28. Market Rent 29. Contract Rent 30. Utility Allowance 31. Gross Rent 32. TTP at RAD Conversion
2. Subsidy Type 3. Secondary Subsidy Type 4. Property ID 5. Project Number 6. Contract Number 7. Project iMAX ID 8. Plan of Action Code 9. HUD-Owned Project? 10. Previous Housing Code 11. Displacement Status Code	15. Project Move-In Date 16. Certification Type 17. Action Processed 18. Correction Type 19. EIV Indicator 20. Prev. Subsidy Type	

Section C. Household Information

33. No.	34. Last Name	35. First Name	36. MI	37. Rel.	38. Sex	39. Race	40. Eth	41. Birth Date	42. Special Status	43. Stdnt Stat.	44. ID Code (SSN)	45. SSN Excp	46. Ctzn Code	47. Alien Reg. Number	48. Age	49. Work Codes
01																
02																
03																
04																
05																
06																
07																
08																

50. Family has Mobility Disability? 51. Family has Hearing Disability? 52. Family has Visual Disability?	53. Number of Family Members 54. Number of Non-Family Members 55. Number of Dependents 56. Number of Eligible Members	57. Expected Family Addition - Adoption 58. Expected Family Addition - Pregnancy 59. Expected Family Addition - Foster Children
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60. Previous Head Last Name 61. Previous Head First Name 62. Previous Head Middle Initial	63. Active Full Cert. Effective Date 64. Previous Head ID 65. Previous Head Birth Date
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Section D. Income Information

Section E. Asset Information

66. Mbr. No.	67. Income Type Code	68. Amount	69. SSN Benefits Claim No.	75. Mbr. No.	76. Description	77. Status	78. Cash Value	79. Actual Yearly Income	80. Date Divested

70. Total Employment Income 71. Total Pension Income 72. Total Public Assistance Income 73. Total Other Income 74. Total Non-Asset Income	81. Total Cash Value of Assets 82. Actual Income from Assets 83. HUD Passbook Rate 84. Imputed Income from Assets 85. Asset Income
---	--

Section F. Allowances & Rent Calculations

86. Total Annual Income 87. Low Income Limit 88. Very Low Income Limit 89. Extremely Low Income Limit 90. Current Income Status 91. Eligibility Universe Code 92. Sec. 8 Assist. 1984 Indicator 93. Income Exception Code 94. Police / Security Tenant? 95. Survivor of Qualifier? 96. Household Citizenship Eligibility	97. Deduction for Dependents 98. Child Care Expense (work) 99. Child Care Expense (school) 100. 3% of Income 101. Disability Expense 102. Disability Deduction 103. Medical Expense 104. Medical Deduction 105. Elderly Family Deduction 106. Total Deductions 107. Adjusted Annual Income	108. Total Tenant Payment 109. TTP Before Override 110. Tenant Rent 111. Utility Reimbursement 112. Assistance Payment 113. Welfare Rent 114. Rent Override 115. Hardship Exemption 116. Waiver Type Code 117. Eligibility Check Not Required 118. Extenuating Circumstances Code
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**Owner's Certification of Compliance
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and Rent Procedures**

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

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Office of Housing
Federal Housing Commissioner

Record for Landlords
(Exp. 06/30/2017)

Name of Project	Unit Number	Effective Date	Certification Type
Head of Household	Total Tenant Payment	Assistance Payment	Tenant Rent

Continuation Page: Use only when household members, income or asset items exceed the space allowed on page 2

Section C. Household Information

33. No.	34. Last Name	35. First Name	36. MI	37. Rel.	38. Sex	39. Race	40. Eth	41. Birth Date	42. Special Status	43. Stdnt Stat.	44. ID Code (SSN)	45. SSN Excp	46. Ctzn Code	47. Alien Reg. Number	48. Age	49. Work Codes

Section D. Income Information

Section E. Asset Information

66. Mbr. No.	67. Income Type Code	68. Amount	69. SSN Benefits Claim No.	75. Mbr. No.	76. Description	77. Status	78. Cash Value	79. Actual Yearly Income	80. Date Divested



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

Attachment 3 to Lease Agreement between Cook County Suburban Redevelopment, LLC and _____

To protect your comfort, safety and enjoyment and that of your neighbors, Management has adopted the following House rules and policies. Failure to comply with the rules and policies will constitute a material breach of this Agreement and may constitute a just cause for termination of tenancy.

Noise and Behavior

1. Tenant shall not make or permit any noise, or engage in or permit any other conduct that disturbs or offends other residents or neighbors. Special consideration must be exercised before 8:00AM and after 10:00PM.
2. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests or invitees. Social gatherings of Tenant and their guests are welcomed and encouraged provided that such gatherings do not become loud, boisterous, or generally objectionable, as judged in Management's sole discretion, so as not to interfere with the right of quiet enjoyment of other residents and neighbors. Radios, televisions, or other sound equipment should not be operated to the disturbance of others. Special care should be exercised before 8:00AM and after 10:00PM.
3. Consumption of alcoholic beverages, by Tenant or Tenant's guests is prohibited in the common areas of the Building.

Parking

Tenant shall remove from property any vehicles without valid registration and inspection stickers. Tenant shall refrain from parking any vehicles in any right-of-way or fire lane designated and marked by Management. Any inoperable or unlicensed vehicle as described below will be removed from the property at Tenant's expense. Automobile repairs are not permitted on property

All tenants must follow the guidelines below or your vehicle will be towed at your expense.

1. All vehicles must have a newly issued parking sticker (yellow with red and black letters) in order to park in the lot. Any vehicle parked without a sticker will be towed at the owner's expense.
2. Parking stickers must be placed on the rear window in the upper left hand corner of the window (Not in the tinted area). Stickers not placed in this location are subject to tow.
3. Only vehicles displaying the parking stickers are allowed to park in the lot.
4. All vehicles parked in the lot must be operable. (All abandoned, inoperable vehicles, not moved within seven (7) days, will be towed). Vehicles in unserviceable condition and/or left immobile for seven (7) days will be towed, even if they have a current sticker. Vehicles included are junk cars and those with one or more flat tires or missing tires.



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

5. No automobile repairs are allowed on HACC property.
6. If any vehicle will be parked for seven (7) days or more without moving, prior notification from Management is required to avoid towing. Those approved vehicles should be parked at the farthest end of the parking lot.
7. Parking is permitted in the designated parking spaces only.
8. Vehicles must be pulled straight in the parking space so the rear window is facing the circular drive area. Backed in vehicles may be towed.
9. Illegal Parking and/or parking in any other posted No Parking areas, vehicles will be towed.
10. Vehicles parked in the striped areas of the handicap parking may be towed.
11. Vehicles parked over the lines infringing upon another parking space may be towed.
12. Vehicles that do not display a current license plate may be towed.
13. Vehicles that do not display a current Village sticker will be subject to tow.
14. Vehicles with alarms or horns sounding for over 30 minutes are subject to tow.
15. Use of a parking sticker will not exempt your car from being towed if it is improperly parked or violates any other policy.
16. **Parking is available on a first come, first serve basis.**

Management and its employees assume no responsibility or liability resulting from damages to or losses from your vehicle.

Absolutely no visitor parking in the parking lot. Visitor parking is located on the Village streets.

Parking Sticker Eligibility

- A valid current vehicle registration showing the vehicle is registered to the leaseholder using the property address.
- A valid current Driver's License addressed to property address.
- A valid current Insurance card showing the leaseholder's name and address to property.

New Vehicle Purchase

- Stickers from your old vehicle must be removed and turned into the office. New vehicles must be registered and new sticker must be provided before parking in the lot is permitted. Failure to bring in the old sticker to the Management Office, may incur costs for a new sticker.

Refuse

1. Tenant is obligated to dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by Management and to cause members of Tenant's household and their guests to refrain from littering or leaving trash and debris in common areas. Residents shall refrain from scattering garbage, trash or debris of any kind except in the trash receptacles provided by Management.



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

2. In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping, spilling on carpeting/tile, concrete and walkways when disposing of refuse.

Unit Care

1. Tenant shall use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant shall notify Management promptly if any repairs are needed to the dwelling unit and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs

2. Tenant shall use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

Housekeeping Standards

General -

Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

Floors: should be clean, clear, dry and free of hazards.

Ceilings: should be clean and free of cobwebs.

Windows: should be clean and not nailed shut. Shades or blinds should be intact.

Woodwork: should be clean, free of dust, gouges, or scratches.

Doors: should be clean, free of grease and fingerprints. Doorstops should be present.
Locks should work.

Heating Dwelling Units: should be dusted and access uncluttered.

Trash: shall be disposed of properly and not left in the dwelling unit.

Entire dwelling unit should be free of rodent or insect infestation.

Kitchen -

Stove: should be clean and free of food and grease.

Trash/Garbage: should be stored in a covered container until removed to the disposal area.

Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

Exhaust Fan: should be free of grease and dust.



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Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

Refrigerator: should be clean. Freezer door should close properly.

Refrain from pouring grease, sludge, solvents and caustic chemicals into the sink, tub or toilet.

Bathroom -

Lavatory: should be clean.

Tub and Shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.

Toilet and Tank: should be clean and odor free.

Floor: should be clean and dry.

Storage Areas-

Linen Closet: should be neat and clean

Other Closets: should be neat and clean. No highly volatile or flammable materials should be stored in the dwelling unit.

Other Storage Areas: should be clean, neat and free of hazards.

Laundry Facilities

1. Heavy articles are not allowed in the laundry machines or dryers.
2. Tenant must remove contents from machine promptly when cycle is complete.
3. Tenants must clean out dryer lint trap after each use.
4. Management assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein. Laundry facilities are for the exclusive use of Tenant for their own clothing only.

Guest Policy

Management permits accommodation of Tenant's guests or visitors for a period no more than fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

twelve (12) month period per each guest or visitor. Permission may be granted, upon written request to the Property Manager, for an extension of this provision.

Temporarily Absent Family Member

Management will consider each absence on an individual basis.

Generally an individual who is or is expected to be absent from the unit for sixty (60) continuous days or less is considered temporarily absent and continues to be considered a family member.

Generally an individual who is or is expected to be absent from the unit for more than sixty (60) continuous days for non-medical reasons or one hundred and eighty (180) continuous days for medical reasons is considered permanently absent and no longer a family member. Family member may request an extension based upon exigent circumstances or for a reasonable accommodation.

Exceptions to this general policy are discussed below:

1. Individuals on active military duty

Will count as a family member and income is included only if the individual is the head, co-head OR if the spouse or dependent of the person on active military duty resides in the unit.

2. Dependents away at school

Will continue to be considered a family member unless information becomes available to Management indicating that the student has established a separate household or the family declares that the student has established a separate household.

3. Temporary Employment in another location

An employed head, spouse, or co-head absent from the unit due to temporary employment will continue to be considered a family member.

4. Persons permanently confined to a hospital or nursing home.

The family decides if such persons are included when determining family size for income limits. If such persons are included, they must not be listed as the head, co-head, or spouse on the lease or in the data submitted to TRACS but may be listed as other adult family member. This is true even when the confined person is the spouse of the person who is or will become the head. If the family chooses to include the permanently confined person as a member of the household, the owner must include income received by these persons in calculating family income.

Resident Procedural Rights

Attachment 1E - House Rules: Addendum A – Resident Procedural Rights

The information provided below must be included as part of the House Rules for the associated Project and evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

- a. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

ACCEPTED AND AGREED TO BY:

By the signature(s) below I/we also acknowledge that these House Rules have been received and thoroughly explained to me/us.

Tenant and household agree to the terms and conditions of these House Rules and all additional documents made a part of the Lease packet by reference:

TENANT: _____ DATE _____

CO-TENANT/SPOUSE: _____ DATE _____

AUTHORITY REPRESENTATIVE: _____ DATE _____

OTHER FAMILY MEMBER (18+): _____ DATE _____



U.S. Department of Housing and Urban Development

Document Package for Applicant's/Tenant's Consent to the Release Of Information

This Package contains the following documents:

- 1. HUD-9887/A Fact Sheet describing the necessary verifications**
- 2. Form HUD-9887 (to be signed by the Applicant or Tenant)**
- 3. Form HUD-9887-A (to be signed by the Applicant or Tenant and Housing Owner)**
- 4. Relevant Verifications (to be signed by the Applicant or Tenant)**

Each household must receive a copy of the 9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A.

Verification of Information Provided by Applicants and Tenants of Assisted Housing

What Verification Involves

To receive housing assistance, applicants and tenants who are at least 18 years of age and each family head, spouse, or co-head regardless of age must provide the owner or management agent (O/A) or public housing agency (PHA) with certain information specified by the U.S. Department of Housing and Urban Development (HUD).

To make sure that the assistance is used properly, Federal laws require that the information you provide be verified. This information is verified in two ways:

1. HUD, O/As, and PHAs may verify the information you provide by checking with the records kept by certain public agencies (e.g., Social Security Administration (SSA), State agency that keeps wage and unemployment compensation claim information, and the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH) database that stores wage, new hires, and unemployment compensation). HUD (only) may verify information covered in your tax returns from the U.S. Internal Revenue Service (IRS). You give your consent to the release of this information by signing form HUD-9887. Only HUD, O/As, and PHAs can receive information authorized by this form.
2. The O/A must verify the information that is used to determine your eligibility and the amount of rent you pay. You give your consent to the release of this information by signing the form HUD-9887, the form HUD-9887-A, and the individual verification and consent forms that apply to you. Federal laws limit the kinds of information the O/A can receive about you. The amount of income you receive helps to determine the amount of rent you will pay. The O/A will verify all of the sources of income that you report. There are certain allowances that reduce the income used in determining tenant rents.

Example: Mrs. Anderson is 62 years old. Her age qualifies her for a medical allowance. Her annual income will be adjusted because of this allowance. Because Mrs. Anderson's medical expenses will help determine the amount of rent she pays, the O/A is required to verify any medical expenses that she reports.

Example: Mr. Harris does not qualify for the medical allowance because he is not at least 62 years of age and he is not handicapped or disabled. Because he is not eligible for the medical allowance, the amount of his medical expenses does not change the amount of rent he pays. Therefore, the O/A cannot ask Mr. Harris anything about his medical expenses and cannot verify with a third party about any medical expenses he has.

Customer Protections

Information received by HUD is protected by the Federal Privacy Act. Information received by the O/A or the PHA is subject to State privacy laws. Employees of HUD, the O/A, and the PHA are subject to penalties for using these consent forms improperly. You do not have to sign the form HUD-9887, the form HUD-9887-A, or the individual verification consent forms when they are given to you at your certification or recertification interview. You may take them home with you to read or to discuss with a third party of your choice. The O/A will give you another date when you can return to sign these forms.

If you cannot read and/or sign a consent form due to a disability, the O/A shall make a reasonable accommodation in accordance with Section 504 of the Rehabilitation Act of 1973. Such accommodations may include: home visits when the applicant's or tenant's disability prevents him/her from coming to the office to complete the forms; the applicant or tenant authorizing another person to sign on his/her behalf; and for persons with visual impairments, accommodations may include providing the forms in large script or braille or providing readers.

If an adult member of your household, due to extenuating circumstances, is unable to sign the form HUD-9887 or the individual verification forms on time, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

The O/A must tell you, or a third party which you choose, of the findings made as a result of the O/A verifications authorized by your consent. The O/A must give you the opportunity to contest such findings in accordance with HUD Handbook 4350.3 Rev. 1. However, for information received under the form HUD-9887 or form HUD-9887-A, HUD, the O/A, or the PHA, may inform you of these findings.

O/As must keep tenant files in a location that ensures confidentiality. Any employee of the O/A who fails to keep tenant information confidential is subject to the enforcement provisions of the State Privacy Act and is subject to enforcement actions by HUD. Also, any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages, and seek other relief, as may be appropriate, against the employee.

HUD-9887/A requires the O/A to give each household a copy of the Fact Sheet, and forms HUD-9887, HUD-9887-A along with appropriate individual consent forms. The package you will receive will include the following documents:

1. **HUD-9887/A Fact Sheet:** Describes the requirement to verify information provided by individuals who apply for housing assistance. This fact sheet also describes consumer protections under the verification process.
2. **Form HUD-9887:** Allows the release of information between government agencies.
3. **Form HUD-9887-A:** Describes the requirement of third party verification along with consumer protections.
4. **Individual verification consents:** Used to verify the relevant information provided by applicants/tenants to determine their eligibility and level of benefits.

Consequences for Not Signing the Consent Forms

If you fail to sign the form HUD-9887, the form HUD-9887-A, or the individual verification forms, this may result in your assistance being denied (for applicants) or your assistance being terminated (for tenants). See further explanation on the forms HUD-9887 and 9887-A.

If you are an applicant and are denied assistance for this reason, the O/A must notify you of the reason for your rejection and give you an opportunity to appeal the decision.

If you are a tenant and your assistance is terminated for this reason, the O/A must follow the procedures set out in the Lease. This includes the opportunity for you to meet with the O/A.

Programs Covered by this Fact Sheet

- Rental Assistance Program (RAP)
- Rent Supplement
- Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
- Section 202
- Sections 202 and 811 PRAC
- Section 202/162 PAC
- Section 221(d)(3) Below Market Interest Rate
- Section 236
- HOPE 2 Home Ownership of Multifamily Units

O/As must give a copy of this HUD Fact Sheet to each household. See the Instructions on form HUD-9887-A.

Notice and Consent for the Release of Information

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

to the U.S. Department of Housing and Urban Development (HUD) and to an Owner and Management Agent (O/A), and to a Public Housing Agency (PHA)

HUD Office requesting release of information (Owner should provide the full address of the HUD Field Office, Attention: Director, Multifamily Division.):	O/A requesting release of information (Owner should provide the full name and address of the Owner.):	PHA requesting release of information (Owner should provide the full name and address of the PHA and the title of the director or administrator. If there is no PHA Owner or PHA contract administrator for this project, mark an X through this entire box.):
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Notice To Tenant: Do not sign this form if the space above for organizations requesting release of information is left blank. You do not have to sign this form when it is given to you. You may take the form home with you to read or discuss with a third party of your choice and return to sign the consent on a date you have worked out with the housing owner/manager.

Authority: Section 217 of the Consolidated Appropriations Act of 2004 (Pub L. 108-199). This law is found at 42 U.S.C.653(J). This law authorizes HHS to disclose to the Department of Housing and Urban Development (HUD) information in the NDNH portion of the "Location and Collection System of Records" for the purposes of verifying employment and income of individuals participating in specified programs and, after removal of personal identifiers, to conduct analyses of the employment and income reporting of these individuals. Information may be disclosed by the Secretary of HUD to a private owner, a management agent, and a contract administrator in the administration of rental housing assistance.

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992 and section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD and the PHA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (2) HUD, O/A, and the PHA responsible for determining eligibility to verify salary and wage information pertinent to the applicant's or participant's eligibility or level of benefits; (3) HUD to request certain tax return information from the U.S. Social Security Administration (SSA) and the U.S. Internal Revenue Service (IRS).

Purpose: In signing this consent form, you are authorizing HUD, the above-named O/A, and the PHA to request income information from the government agencies listed on the form. HUD, the O/A, and the PHA need this information to verify your household's income to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD, the O/A, and the PHA may participate in computer matching programs with these sources to verify your eligibility and level of benefits. This form also authorizes HUD, the O/A, and the PHA to seek wage, new hire (W-4), and unemployment claim information from current or former employers to verify information obtained through computer matching.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The O/A and the PHA is also required to protect the income

information it obtains in accordance with any applicable State privacy law. After receiving the information covered by this notice of consent, HUD, the O/A, and the PHA may inform you that your eligibility for, or level of, assistance is uncertain and needs to be verified and nothing else.

HUD, O/A, and PHA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Who Must Sign the Consent Form: Each member of your household who is at least 18 years of age and each family head, spouse or co-head, regardless of age, must sign the consent form at the initial certification and at each recertification. Additional signatures must be obtained from new adult members when they join the household or when members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Rental Assistance Program (RAP)

Rent Supplement

Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)

Section 202; Sections 202 and 811 PRAC; Section 202/162 PAC Section 221(d)(3) Below Market Interest Rate

Section 236

HOPE 2 Homeownership of Multifamily Units

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the owner must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the owner or managing agent must follow the procedures set out in the lease.

Consent: I consent to allow HUD, the O/A, or the PHA to request and obtain income information from the federal and state agencies listed on the back of this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs.

Signatures:

Additional Signatures, if needed:

Head of Household

Date

Other Family Members 18 and Over

Date

Spouse

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Agencies To Provide Information

State Wage Information Collection Agencies. (HUD and PHA). This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Social Security Administration (HUD only). This consent is limited to the wage and self employment information from your current form W-2.

National Directory of New Hires contained in the Department of Health and Human Services' system of records. This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Internal Revenue Service (HUD only). This consent is limited to information covered in your current tax return.

This consent is limited to the following information that may appear on your current tax return:

1099-S Statement for Recipients of Proceeds from Real Estate Transactions

1099-B Statement for Recipients of Proceeds from Real Estate Brokers and Barter Exchange Transactions

1099-A Information Return for Acquisition or Abandonment of Secured Property

1099-G Statement for Recipients of Certain Government Payments

1099-DIV Statement for Recipients of Dividends and Distributions

1099 INT Statement for Recipients of Interest Income

1099-MISC Statement for Recipients of Miscellaneous Income

1099-OID Statement for Recipients of Original Issue Discount

1099-PATR Statement for Recipients of Taxable Distributions Received from Cooperatives

1099-R Statement for Recipients of Retirement Plans W2-G

Statement of Gambling Winnings

1065-K1 Partners Share of Income, Credits, Deductions, etc.

1041-K1 Beneficiary's Share of Income, Credits, Deductions, etc.

1120S-K1 Shareholder's Share of Undistributed Taxable Income, Credits, Deductions, etc.

I understand that income information obtained from these sources will be used to verify information that I provide in determining initial or continued eligibility for assisted housing programs and the level of benefits.

No action can be taken to terminate, deny, suspend, or reduce the assistance your household receives based on information obtained about you under this consent until the HUD Office, Office of Inspector General (OIG) or the PHA (whichever is applicable) and the O/A have independently verified: 1) the amount of the income, wages, or unemployment compensation involved, 2) whether you actually have (or had) access to such income, wages, or benefits for your own use, and 3) the period or periods when, or with respect to which you actually received such income, wages, or benefits. A photocopy of the signed consent may be used to request a third party to verify any information received under this consent (e.g., employer).

HUD, the O/A, or the PHA shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

If a member of the household who is required to sign the consent form is unable to sign the form on time due to extenuating circumstances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

This consent form expires 15 months after signed.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD, the owner or management agent (O/A), or a public housing agency (PHA) may conduct a computer match to verify the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887 is restricted to the purposes cited on the form HUD 9887. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the Owner or the PHA responsible for the unauthorized disclosure or improper use.

Applicant's/Tenant's Consent to the Release of Information

Verification by Owners of Information
Supplied by Individuals Who Apply for Housing Assistance

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Instructions to Owners

1. Give the documents listed below to the applicants/tenants to sign. Staple or clip them together in one package in the order listed.
 - a. The HUD-9887/A Fact Sheet.
 - b. Form HUD-9887.
 - c. Form HUD-9887-A.
 - d. Relevant verifications (HUD Handbook 4350.3 Rev. 1).
2. Verbally inform applicants and tenants that
 - a. They may take these forms home with them to read or to discuss with a third party of their choice and to return to sign them on a date they have worked out with you, and
 - b. If they have a disability that prevents them from reading and/or signing any consent, that you, the Owner, are required to provide reasonable accommodations.
3. Owners are required to give each household a copy of the HUD9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A after obtaining the required applicants/tenants signature(s). Also, owners must give the applicants/tenants a copy of the signed individual verification forms upon their request.

Instructions to Applicants and Tenants

This Form HUD-9887-A contains customer information and protections concerning the HUD-required verifications that Owners must perform.

1. Read this material which explains:
 - HUD's requirements concerning the release of information, and
 - Other customer protections.
2. Sign on the last page that:
 - you have read this form, or
 - the Owner or a third party of your choice has explained it to you, and
 - you consent to the release of information for the purposes and uses described.

Authority for Requiring Applicant's/Tenant's Consent to the Release of Information

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992. This law is found at 42 U.S.C. 3544.

In part, this law requires you to sign a consent form authorizing the Owner to request current or previous employers to verify salary and wage information pertinent to your eligibility or level of benefits.

In addition, HUD regulations (24 CFR 5.659, Family Information and Verification) require as a condition of receiving housing assistance that you must sign a HUD-approved release and consent authorizing any depository or private source of income to furnish such information that is necessary in determining your eligibility or level of benefits. This includes information that you have provided which will affect the amount of rent you pay. The information includes income and assets, such as salary, welfare benefits, and interest earned on savings accounts. They also include certain adjustments to your income, such as the allowances for dependents and for households whose heads or spouses are elderly handicapped, or disabled; and allowances for child care expenses, medical expenses, and handicap assistance expenses.

Purpose of Requiring Consent to the Release of Information

In signing this consent form, you are authorizing the Owner of the housing project to which you are applying for assistance to request information from a third party about you. HUD requires the housing owner to verify all of the information you provide that affects your eligibility and level of benefits to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct levels. Upon the request of the HUD office or the PHA (as Contract Administrator), the housing Owner may provide HUD or the PHA with the information you have submitted and the information the Owner receives under this consent.

Uses of Information to be Obtained

The individual listed on the verification form may request and receive the information requested by the verification, subject to the limitations of this form. HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The Owner and the PHA are also required to protect the income information they obtain in accordance with any applicable state privacy law. Should the Owner receive information from a third party that is inconsistent with the information you have provided, the Owner is required to notify you in writing identifying the information believed to be incorrect. If this should occur, you will have the opportunity to meet with the Owner to discuss any discrepancies.

Who Must Sign the Consent Form

Each member of your household who is at least 18 years of age, and each family head, spouse or co-head, regardless of age must sign the relevant consent forms at the initial certification, at each recertification and at each interim certification, if applicable. In addition, when new adult members join the household and when members of the household become 18 years of age they must also sign the relevant consent forms.

Persons who apply for or receive assistance under the following programs must sign the relevant consent forms:

Rental Assistance Program (RAP)
Rent Supplement
Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
Section 202
Sections 202 and 811 PRAC
Section 202/162 PAC
Section 221(d)(3) Below Market Interest Rate
Section 236
HOPE 2 Home Ownership of Multifamily Units

Failure to Sign the Consent Form

Failure to sign any required consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the O/A must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the O/A must follow the procedures set out in the lease.

Conditions

No action can be taken to terminate, deny, suspend or reduce the assistance your household receives based on information obtained about you under this consent until the O/A has independently 1) verified the information you have provided with respect to your eligibility and level of benefits and 2) with respect to income (including both earned and unearned income), the O/A has verified whether you actually have (or had) access to such income for your own use, and verified the period or periods when, or with respect to which you actually received such income, wages, or benefits.

A photocopy of the signed consent may be used to request the information authorized by your signature on the individual consent forms. This would occur if the O/A does not have another individual verification consent with an original signature and the O/A is required to send out another request for verification (for example, the third party fails to respond). If this happens, the O/A may attach a photocopy of this consent to a photocopy of the individual verification form that you sign. To avoid the use of photocopies, the O/A and the individual may agree to sign more than one consent for each type of verification that is needed. The O/A shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

The O/A must provide you with information obtained under this consent in accordance with State privacy laws.

If a member of the household who is required to sign the consent forms is unable to sign the required forms on time, due to extenuating circum-

stances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

Individual consents to the release of information expire 15 months after they are signed. The O/A may use these individual consent forms during the 120 days preceding the certification period. The O/A may also use these forms during the certification period, but only in cases where the O/A receives information indicating that the information you have provided may be incorrect. Other uses are prohibited.

The O/A may not make inquiries into information that is older than 12 months unless he/she has received inconsistent information and has reason to believe that the information that you have supplied is incorrect. If this occurs, the O/A may obtain information within the last 5 years when you have received assistance.

I have read and understand this information on the purposes and uses of information that is verified and consent to the release of information for these purposes and uses.

Name of Applicant or Tenant (Print)

Signature of Applicant or Tenant & Date

I have read and understand the purpose of this consent and its uses and I understand that misuse of this consent can lead to personal penalties to me.

Name of Project Owner or his/her representative

Title

Signature & Date
cc:Applicant/Tenant
Owner file

Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887-A is restricted to the purposes cited on the form HUD 9887-A. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the O/A or the PHA responsible for the unauthorized disclosure or improper use.

FACT SHEET

For HUD ASSISTED RESIDENTS

Project-Based Section 8

“HOW YOUR RENT IS DETERMINED”

Office of Housing

September 2010

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Project-Based Section 8 Rent Formula:

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
 - 10% of the family's monthly income
 - Welfare rent or welfare payment from agency to assist family in paying housing costs.
- OR
- \$25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum additions to

family assets, see Exclusions from Annual Income, below Welfare assistance

- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant

or are held in an individual's name but:

- The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
- that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
 - Foreclosure
 - Bankruptcy
 - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and

benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)

- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product* liability litigation
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time.
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Legislation:

- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.

Regulations:

- General HUD Program Requirements; 24 CFR Part 5

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

“Federally Mandated Exclusions” Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>



PET POLICIES FOR COMMON HOUSEHOLD PETS FOR ALL UNITS AT COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

Pets may be admitted to the property upon the prior written approval of the property manager.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets. Assistance Animals (and emotional support animals) are specifically excluded from the weight restrictions and the pet deposit and other fees requirements contained in the Pet Policy. Management will impose reasonable policies for all animals to preserve the health and safety of residents and prevent damage to property.

REGISTRATION OF PETS

Pets are not permitted in or upon property as a matter of right. Pets may be admitted to the property upon the prior written approval of the property manager. Management reserves the right to withdraw its prior approval.

Common Household Pet means a domesticated animal, such as a dog, cat, bird, rodent (including rabbit), fish, or turtle that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. If this definition conflicts with any applicable State or local law or regulation defining pets that may be owned or kept in dwelling accommodations, the State or local law or regulations shall apply. This definition does not include animals that are used to assist persons with disabilities.

The following animals are **not** considered common household pets: reptiles (except turtles), insects, arachnids, wild animals or feral animals, pot-bellied pigs, or animals used for commercial breeding.

PET RESTRICTIONS (the following animals are not permitted)

- Dogs whose adult weight exceeds 25 pounds
- Cats whose adult weight exceeds 15 pounds
- Breeds of canines (full or partial) used for attack or defensive purposes including but not limited to, Rottweiler, Pit Bull, Chow, Boxer and Doberman Pinscher breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code



NUMBER OF PETS

- Residents may own a maximum of one (1) pet.
- In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to ten (10) gallons. The tank must be in good working order and be maintained in a clean fashion and not cause damage to the unit due to flooding. A small group of fish kept in such a tank or aquarium will be counted as one (1) pet.
- Hamsters, Guinea Pigs and Gerbil Ownership: A maximum of one (1) may be kept.
- Birds: A maximum of one (1) bird may be kept- the bird must be housed in a cage or carrier at all times and the resident's unit must be in good condition and conform to the housekeeping regulations that are described in the tenant lease. Certain types of birds are not permitted. Pigeons, gulls and predator bird species (including but not limited to hawks, eagles, falcons, owls, vultures, harriers, kestrels, merlins, ospreys and condors) are not allowed under any circumstances.

OTHER REQUIREMENTS

- Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
- Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.
- Pets cannot be tethered or chained inside or outside the unit at any time. In cases where staff or contractors must enter the unit to complete work orders or for an emergency, pets must be kept under control so as not to cause harm to themselves or to staff or contractors that enter the unit.



PET RULES

Pet owners must maintain pets responsibly, in accordance with Management's policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and applicable regulations.

Management's primary mission and purpose is to provide clean, safe and affordable housing for low-income clients and their pre-approved human co-habitants. Residents and their family members and visitors have no privilege or right to bring pets into their unit or onto Management's property. Residents shall obtain advance written approval from the property manager to bring any pet into the property for any period of time. Management maintains the absolute right to deny a request to bring pets into the property, or otherwise rescind its prior approval, for any demonstrable cause. Such cause may include, but not be limited to:

- 1.) reasons of health and safety of residents, guests, Management's employees and invitees;
- 2.) damage to property;
- 3.) failure to properly care for a pet;
- 4.) failure to immediately and routinely clean and disinfect any area soiled by a pet's feces or urine;
- 5.) any pet's loud barking or other disturbances of the peace or;
- 6.) to halt or otherwise prevent the spread of disease or pestilence including, but not limited to, fleas, bed bugs, lice, ticks or mites.

Any approved dog or cat taken outside of the resident's unit (anywhere within the building or on the grounds) must be kept firmly on a leash and under the direct control of the resident at all times. Should the property manager have reasonable suspicion that a pet is transmitting any form of pestilence or disease, including but not limited to bed bugs, mites, ticks or fleas, said pet shall immediately be removed from the residence upon written notification of the property manager.

PET AREA RESTRICTIONS

- Pets must be maintained within the resident's unit. When outside of the building (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
- Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.
- Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. The exception to this are Service/Assistive animals that are not considered pets and are considered a necessity to allow a person with disabilities to retain their independence and therefore are permitted the tenant in all areas of the building and grounds.
- Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.



CLEANLINESS

- The pet owner shall be responsible for the removal of waste of his or her pet.
- The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- Litter box requirements:
 - Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
 - Litter shall not be disposed of by being flushed through a toilet.
 - Litter boxes shall be kept inside the resident's dwelling unit.

ALTERATIONS TO UNIT

- Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.
- Installation of pet doors is prohibited.

NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

PET CARE

- Each pet owner should be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet.
- Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage property.
- No animals may be tethered or chained inside or outside the dwelling unit at any time.

RESPONSIBLE PARTIES

- The pet owner will be required to designate one responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.
- A resident who cares for another resident's pet must notify Management and sign a statement that they agree to abide by all the pet rules.



PETS TEMPORARILY ON THE PREMISES

- Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.
- This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by Management.

PET RULE VIOLATIONS

- All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.
- If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.
- The pet owner has 10 business days from the effective date of service of notice to correct the violation or make written request for a meeting to discuss the violation.
- The pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
- The pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation procedures to remove the pet, or terminate the pet owner's tenancy.

NOTICE FOR PET REMOVAL

- The notice will contain:
 - A brief statement of the factual basis for Management's determination of the pet rule that has been violated
 - The requirement that the resident/pet owner must remove the pet within 30 calendar days of the notice
 - A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

PET REMOVAL

- If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.
- If the responsible party is unwilling or unable to care for the pet, or if Management after reasonable efforts cannot contact the responsible party, Management may contact the appropriate state or local agency and request the removal of the pet.



TERMINATION OF TENANCY

- HACC may initiate procedures for termination of tenancy based on a pet rule violation if:
 - The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
 - The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

EMERGENCIES

- Management will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.
- If it is necessary for Management to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
- If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.
- In addition to other required deposits, pet owners of dogs and cats are required to pay a deposit of \$250.00, which \$50 of this deposit must be paid before the pet is brought onto the premises. The remainder of the deposit is to be paid in increments of \$10 per month until the deposit is reached. A resident is allowed to pay the entire amount of the pet deposit or in increments that are greater than \$10 if he or chooses to. For any other permitted pets, Management may charge a deposit.
- Management will refund the deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 60 days of move-out or removal of the pet from the unit.
- The resident will be billed for any amount that exceeds the pet deposit.
- Management will provide the resident with a written list of any charges against the pet deposit within 30 calendar days of the move-out inspection.

OTHER CHARGES

- All reasonable expenses incurred by Management as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:
 - The cost of repairs and replacements to the resident's dwelling unit
 - Fumigation of the dwelling unit



- Repairs to common areas of the project
- The expense of flea elimination

PET WASTE REMOVAL CHARGE

- The pet owner will be charged separately the sum equal to the hourly rate of the custodian conducting the pet waste removal, per each occurrence.
 - Notice of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 30 calendar days after billing.



RESIDENT CERTIFICATION OF RECEIPT OF PET POLICY

I hereby certify that I have read and understand the Pet Policy and agree to comply with the Pet Policy.

Leaseholder's Signature

Address, City, State, Zip

Unit Number

Management Signature

Date



CERTIFICATE OF GOOD HEALTH

I have examined the above named animal on _____, and certify that it is in good health, does not have a communicable, infectious or contagious disease; and meets all federal, state and/or city requirements for vaccinations.

Veterinarian

Date

Name of Clinic

Address of Clinic

City, State, Zip

Telephone number



Pet Information Form

Resident's Names _____ Unit# _____

Address _____ Apt. # _____

Pet's Name _____ Age _____

Description of pet _____

Veterinarian's Name _____

Address _____

City, State, Zip _____

Telephone _____

.....

Attach pet's photograph here:



ALTERNATE PET CARETAKER INFORMATION

Leaseholder Name	
Address, City, Zip	
Telephone Number	

Name of Alternate Pet Caretaker	
Address, City, Zip	
Home and Work Telephone Numbers	

CERTIFICATION

I HEREBY CERTIFY THAT I AGREE TO PICK UP AND PROVIDE CARE FOR THE PET BELONGING TO THE ABOVE-NAMED RESIDENT WITHIN 8 HOURS OF NOTIFICATION.

Signature of Alternate Pet Caretaker

Date

Leaseholder's Signature

Date

Race and Ethnic Data Reporting Form

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

OMB Approval No. 2502-0204
(Exp. 06/30/2017)

Name of Property **Project No.** **Address of Property**

Name of Owner/Managing Agent **Type of Assistance or Program Title:**

Name of Head of Household **Name of Household Member**

Date (mm/dd/yyyy): _____

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

There is no penalty for persons who do not complete the form.

Signature

Date

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify" during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provided and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

Instructions for the Race and Ethnic Data Reporting (Form HUD-27061-H)

A. General Instructions:

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development.

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below: You should check as many as apply to you.

1. **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 tribal affiliation or community attachment.
2. **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.
3. **Black or 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."
4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Race and Ethnic Data Reporting Form

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

OMB Approval No. 2502-0204
(Exp. 06/30/2017)

Name of Property **Project No.** **Address of Property**

Name of Owner/Managing Agent **Type of Assistance or Program Title:**

Name of Head of Household **Name of Household Member**

Date (mm/dd/yyyy): _____

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

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Signature

Date

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2. **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
3. **Black or 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."
4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.



Smoke-Free Policy Lease Addendum

1. Purpose of Smoke-Free Housing: The parties desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire from smoking in all properties.

2. Definition of Smoking: “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco. E-cigarettes are not considered smoking under this policy.

3. Smoke-Free Complex: Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, in the building where the Tenant’s dwelling is located or in any of the common areas (or adjoining grounds of such building or other parts of the rental community), nor shall Tenant permit any guests or visitors under the control of Tenant to do so, except in designated areas which will be determined by Management.

4. Promotion of Smoke-Free Policy: Management shall post no smoking signs at entrances and exits, common areas, and hallways (and in conspicuous places on the grounds adjoining the apartment complex).

5. Management not a Guarantor of Smoke-Free Environment: Tenant acknowledges that Management’s adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, do not make Management or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. However, Management shall take reasonable steps to enforce the smoke-free terms of its Lease and to make the (designated areas of the) complex smoke-free. Management is not required to take steps in response to smoking unless Management knows of said smoking or has been given a report of said smoking.

6. Lease Enforcement of the Smoke-Free Policy: A breach of this Lease Addendum constitutes grounds for initiation of the lease violation proceedings of the smoke-free policy. A breach of this Addendum by a household member or guest of the Tenant shall be a breach of the Lease and grounds for immediate termination of the Lease by Management.

Smoke-Free Lease Violation Proceedings: 1st Violation- Documented verbal warning and reminder reiterating the smoke-free policy.

2nd Violation- Warning/Reminder letter reiterating the smoke-free policy and advising the tenant of further consequences.

3rd Violation- Notice of possible lease violation and informal meeting with Management

Once a Tenant has incurred a third violation, the matter will be referred to the legal department.

Legal action may be taken for violation of the smoke-free policy. Where feasible, legal action may be resolved or avoided by agreement. At each stage in the ***Smoke-Free Lease Violation Proceedings***, Management will remind tenants about the opportunity to participate in cessation programs, the availability of the outdoor designated smoking areas. Tenant has a right to file a grievance under Management’s Grievance Procedure.

8. Disclaimer by Management: Tenant acknowledges that Management's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that Management would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Management specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Management cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher duty of care to enforce this Lease Addendum than any other Management obligation under the Lease.

By the signatures below I/we acknowledge that I/we have read and understood the terms in this Smoke-Free Lease Addendum.

Tenant

Date

Co-Tenant/Spouse

Date

Management Representative

Date

Other Family Member (18 +)

Date

Other Family Member (18 +)

Date



Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Check this box if you choose not to provide the contact information.

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Signature of Applicant

Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.



COOK COUNTY SUBURBAN REDEVELOPMENT, LLC

175 West Jackson Boulevard, Suite 350 • Chicago, Illinois 60604 • 312.663.5447

CONSUMER INFORMATION- ADAPTABLE FEATURE AVAILABILITY FOR ALL UNITS

This consumer Information notice is being provided to you in order to comply with the Uniform Accessibility Standard (UFAS) to ensure that you are aware of the existence of the availability of adaptable features for your unit.

Some units are designated as adaptable units in accordance with the UFAS standards of increased accessibility or adaptability. A unit is considered “adaptable” when it can accommodate features that allow greater accessibility for your safety and comfort. The following are examples:

- You can request to have alternative heights of your unit’s kitchen counter and the sink (both can be lowered) to allow you full access to the sink and counter when using a wheelchair. The cabinets and bases under the sink, lavatories and under the counters can be removed to allow more wheelchair access.
- You can request the installation of grab bars near toilets, in bath tubs and in showers in your unit’s bathroom.
- You can request to have a visual emergency alarm installed in your unit if you are hearing impaired.
- You can request to have a higher toilet seat installed for greater safety

If you require any of the changes listed above to your unit, please complete a Reasonable Accommodation Request form (available in your application or recertification packet) or call the ADA/Section 504 Compliance Coordinator at 312-542-4748.

The Reasonable Accommodation Request form, once completed, is to be mailed to:

HACC/ADA Section 504 Coordinator

Attn: Candice Grimes

175 W. Jackson Boulevard, Suite 350

Chicago, IL 60604.

cgrimes@thehacc.org



Any questions regarding how to complete the Reasonable Accommodation form, or to request assistance in completing the form, or if you require a reasonable accommodation in order to complete this form including requests for large print, please call (312) 542-4748.

Please sign the form below to acknowledge receipt of the form, and that you understand the information in this form. A copy of this signed form will be kept in your resident file and a copy will be given to you for future reference should you need any features installed in the future.

Print Name of Head of Household

Date

Head of Household Signature

Date

Housing Authority of Cook County

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 the **Multifamily Housing Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

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

Protections for Tenants

If you are receiving assistance under **Multifamily Housing**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

Removing the Abuser or Perpetrator from the Household

The Housing Authority of Cook County (“Authority”) 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 the Authority chooses to remove the abuser or perpetrator, The Authority may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the Authority 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, the Authority must follow Federal, State, and local eviction procedures. In order to divide a lease, the Authority 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, the Authority 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, the Authority 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.

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

The Authority's emergency transfer plan provides further information on emergency transfers, and the Authority 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

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

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

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

Confidentiality

The Authority 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.

The Authority must not allow any individual administering assistance or other services on behalf of the Authority (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.

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

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

VAWA does not limit the Authority'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, the Authority 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 the Authority 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 the Authority can demonstrate the above, the Authority 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 **HUD at 77 West Jackson Blvd. Chicago, IL 60604.**

For Additional Information

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

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

For questions regarding VAWA, please contact:

Monica Slavin/Director of Compliance and Occupancy at:

312-542-4666; msslavin@thehacc.org; 175 W. Jackson; Suite 350 Chicago, IL 60604 or fax (312) 542-4752.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For 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>.

Attachment: Certification form HUD-5382 [form approved for this program to be included]

**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.



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RECEIPT OF THE VIOLENCE AGAINST WOMAN ACT ("VAWA")

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.

I acknowledge that I am in receipt of the HUD 5380 Notice of Occupancy Rights under VAWA and certification forms provided by the Housing Authority of Cook County.

Please complete the information below (applicant/tenant):

Name

Current Address, City, State, Zip

Telephone Number

Applicant/Tenant Signature

Date

Management Signature

Date