



River Falls
Housing Authority

625 North Main Street, River Falls, Wisconsin 54022
Phone: 715-425-7640/Fax: 715-425-8530

Section 8 Housing Choice Voucher Program

What is the Section 8 Housing Choice Voucher Program?

The Housing Choice Voucher Program provides rental assistance to low income people renting in the private rental market. River Falls Housing Authority administers this federal program within the city limits of River Falls.

How does it help low income people?

Program participants only pay approximately 30 - 40% of their monthly adjusted income toward rent. The program provides rent assistance, which is the difference between the participant's portion of the rent and the actual rent. The rent assistance is paid directly to the property owner on the first business day of each month.

Who can participate in the Section 8 Housing Choice Voucher Program?

To be eligible applicants must have gross annual income below the limits for River Falls as set by the Department of Housing and Urban Development and meet one of the following criteria:

- Be over 62 years old
- Have a disability
- Be a family

How quickly can an individual get on the Section 8 Housing Choice Voucher Program?

River Falls Housing Authority has not been able to accept applications for the program since November 2012 due to lack of Federal Funds. When funds are available we will publish a notice in the River Falls Journal that applications will be accepted.

People who applied before the November 2012 are on a waiting list. Applications from eligible households are placed on the waiting list as of the date and time the completed application is received. Applicants will be notified by mail of their estimated waiting time. The length of the waiting list depends on the availability of federal funding. Vouchers are funded through the Department of Housing & Urban Development (HUD).

How does the Housing Authority determine the tenant's portion of the rent?

River Falls Housing Authority must verify income, assets, medical and childcare expenses. Gross income from wages, benefits, pensions and interest earned on assets is used. For elderly and disabled participants, a deduction is made for excessive medical costs. For families, a deduction is made for child care costs when the parent(s) are working.

How much rent assistance will a property owner get for a Program participant?

The program pays the difference between the participant's portion of the rent and the actual rent.

Does River Falls Housing Authority do background checks on Program participants?

Households with family members who have been convicted of violent criminal activity are not eligible for housing programs. Background checks for evictions, rent payment history and lease compliance are not conducted by River Falls Housing Authority for Program participants.

Wisconsin Circuit Court <http://wcca.wicourts.gov> is a reliable source for criminal and eviction background checks.

What does a property owner need to do to get signed up for the Voucher Program?

- When a program participant approaches a property owner to rent, the owner should conduct the same type of background check as is done for any renter.
- If the owner accepts the Program participant, the owner completes a Request for Tenancy Approval form provided by River Falls Housing Authority. This form provides information about the rental unit including rent, utilities, comparable rents in the building and availability for inspection. The form must be signed by both the owner and the tenant and returned to the Housing Authority.
- The Housing Authority will inspect the apartment. The inspection is to ensure that federal funds are being made to a decent, safe and sanitary rental unit. This is NOT a code compliance inspection.
- When the unit passes inspection, the owner will sign a Housing Assistance Payments Contract with River Falls Housing Authority.
- The owner will also sign a lease with the tenant. The owner will use their standard lease. A Tenancy Addendum must be attached to the lease. The owner enforces the lease, as with any other tenant. River Falls Housing Authority does not give legal advice and cannot assist the owner with lease enforcement.
- Annually, River Falls Housing Authority recertifies the tenant's continued eligibility. Prior to recertification, River Falls Housing Authority will confirm with the owner whether the lease will be renewed and the rent changed.

Can the participant use the Voucher anywhere?

Program participants may choose a rental unit from the private rental market in River Falls. The owner must be willing to accept program assistance. The program participant must look for a rental unit with reasonable rent. The rent limits are set annually by HUD and River Falls Housing Authority to reflect the rental market in River Falls. The rental unit must be appropriate for the family size, be located in River Falls and must an inspection. Participants are not permitted to rent from family members.



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Owner Advantages Letter

As an owner, there are several benefits to participating in the City of River Falls Housing Authority's Section 8 Rent Assistance Program. Under this program, you retain your private property rights and gain some advantages that are not available to you when renting to families on the open market.

- Eligible tenants pay approximately 30% of their adjusted income to you, so the rent payment is more affordable for the tenant, and rent collection is less of a problem.
- You may request a rent increase annually. The Housing Authority will approve your request as long as the rent amount is reasonable in comparison to similar units in River Falls.
- Section 8 participants are responsible for lease compliance. The Housing Authority may terminate their assistance for repeated lease violations. You use your own lease and enforce the lease as you do for unassisted tenants.
- You retain the right to accept and reject prospective tenants according to your rental standards. (Please understand that the Housing Authority does not screen its Section 8 participants beyond verifying that the family is low-income.)
- You may collect a security deposit equal to that of unassisted tenants.
- Buildings are not "pre-certified" for Section 8 assistance. An inspection will be done after you approve a Section 8 participant as your tenant. Also, there will be annual inspections thereafter to remain a Section 8 assisted unit. If inspection does not pass, rent assistance payments will be delayed or not paid until the necessary repairs are completed and the re inspection passes.
- You must complete a Request for Tenancy Approval form that will be given to you by the prospective tenant. This document verifies the rent amount and the utilities included. This information determines if the rent is reasonable and falls within the program's payment standards.
- If the lease is being terminated for any reason, it is the responsibility of both tenant and landlord to give the Housing Authority 30 days notice prior to the ending of occupancy.
- The landlord and tenant enter into a lease for an initial term of one year.
- Just as you have a lease with your tenant you will have a contract for payment from the Housing Authority. Before payments can be approved, the Housing Authority and the landlord also execute a Housing Assistance Payments Contract, which states the amount of the Housing Authority's payment to the landlord during the initial lease term. The contract also ensures that you don't collect more than the approved rent and that you will manage the property in good faith.
- The term of the contract begins on the first day of the lease term and ends on the last day of the lease term. The landlord's lease with the tenant and the Housing Authority's contract with the landlord both must include a copy of the HUD required Tenancy Addendum, which outlines program requirements. *Sample copies of Tenancy Addendum are included in your packet*

If you have any questions, please contact the Housing Authority office.



Providing Affordable Housing for Senior Citizens, Persons with Disabilities and Families.
This institution is an Equal Housing Opportunity provider.
Managers for Prescott Housing Authority - Watertown/St. Croix Manor



**SECTION 8 PROGRAM
HOUSING QUALITY STANDARD (HQS)
INSPECTION REQUIREMENTS**

DWELLING UNIT MUST INCLUDE:

Living room, kitchen, bedroom, and one (1) living/sleeping room for every two (2) family members.

ALL ROOMS MUST HAVE:

Ceilings and walls in good condition. There must not be any large cracks or any peeling or chipped paint or loose plaster.

Floors in good condition. The floor covering must be securely fastened down with no loose edges, seams, or holes.

Windows must be in good condition and open and close tightly. The sills and frames must be free of rot. There can be no cracked, broken or missing windowpanes. Windows that are within six feet of the ground must have adequate locks that are permanently attached to the window.

Doors must be reasonably weather tight and lock securely. (Inside key operated deadbolt locks are not allowed.)

All rooms must have two (2) sources of power, except bathrooms, which only require a permanently installed light fixture. Kitchen must have one (1) permanently installed light fixture and one (1) outlet. All outlets and switches must have covers with no exposed, frayed wiring. There must be no open, exposed electrical boxes or wires!

KITCHEN:

Stove must have all burners working (gas or electric stove). If the stove is equipped with a pilot light system, burners and oven must light with pilot.

Refrigerator must have door gasket attached securely to the door, forming a proper seal.

NOTE: If tenant furnishes appliances, above requirements still apply.

Sink must have hot and cold running water, a drain with trap, properly hooked to a waste line, and cannot leak.

There must be adequate food preparation and storage areas, with adequate means to dispose of food waste.

BATHROOM:

Bathroom must contain a private flush toilet that is fastened tightly to the floor. There must be a sink with hot and cold running water with no leaks. There must be a tub or shower. Also, there must be a ventilator or an openable window in each bathroom. There must be no rotten or weak areas on the floor or any water damage to ceiling.

BEDROOM:

There must be either two (2) outlets or one (1) light and one (1) outlet. The window(s) must open and be large enough to use for an emergency exit.

GENERAL HEALTH AND SAFETY:

Move-in condition of unit shall meet acceptable standards for safe, sanitary and decent housing. Floors, walls, appliances and etc. are expected to be clean and in good condition. Owner/manager is expected to see that tenant, using accepted house cleaning methods, maintains the unit sanitarilly. Each unit must have adequate garbage storage facilities.

INFESTATION:

There must be no roaches or mice in the unit.

HEATING:

The dwelling unit must have a heating system that will heat the unit to a comfortable temperature. All living/sleeping areas must have a source of heat.

STEPS/PORCHES:

Any porches, balconies or decks, which are more than 30 inches above ground, must have a rail 36" high. All stairs (inside and outside) with four (4) or more steps must have a handrail. All steps must be sturdy.

SITE:

There must be no hazards in the area such as broken down buildings or large amounts of trash or junk.

PAINT CONDITION:

NOTE: If the unit was built before 1978 and the resident has children under age 7, there must not be any chipped or peeling paint anywhere inside or outside.

SMOKE DETECTORS:

All smoke detectors must work. One must be located on each level of the dwelling, regardless of whether there are any bedrooms on the level. Where there are bedrooms or sleeping rooms, the detector must be located just outside the room or area.

THE ABOVE STANDARDS MUST BE MET BEFORE RENTAL ASSISTANCE PAYMENTS CAN BEGIN, AND MUST CONTINUE TO BE MET AT YEARLY INSPECTIONS FOR PAYMENTS TO CONTINUE.

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) Housing Authority of the City of River Falls 625 N. Main Street River Falls, WI 54022	2. Address of Unit (street address, apartment number, city, State & zip code)
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3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
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9. Type of House/Apartment

Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy :

Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

Home
 Tax Credit

Other (Describe Other Subsidy, including Any State or Local Subsidy) _____

11. Utilities and Appliances
 The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric	[REDACTED]		
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

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

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

look out FOR LEAD



Common Questions about EPA and HUD Real Estate Notification and Disclosure Rule

What is the purpose of this rule and who is affected?

To protect the public from exposure to lead from paint, dust and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

What is required?

Before ratification of a contract for sale or lease:

Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or tenants.

Sellers and landlords must give buyers and renters the EPA/CPSC/HUD pamphlet titled *Protect Your Family From Lead in Your Home*.

Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense if desired. The number of days can be changed by mutual consent.

Sellers, lessors and real estate agents share responsibility for ensuring compliance.

What is not required?

No testing, removal or abatement of lead-based paint is required. This law does not invalidate leasing and sales contracts.

What type of housing is affected by this rule?

Most private housing, public housing, housing receiving Federal assistance, and Federally owned housing built before 1978.

Why doesn't this rule affect housing built after 1978?

Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint to be used in housing in 1978.

When does the rule take effect?

The rule's effective date depends on the number of housing units owned.

September 6, 1996 - For owners of more than 4 dwelling units.

December 6, 1996 - For owners of 4 or fewer dwelling units.

What type of housing is not affected by this rule?

- "0-bedroom dwellings," such as lofts, efficiencies, and studios.
- Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.
- Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.
- Rental housing that has been inspected by a certified inspector and is found to be free of lead-based paint.
- Houses being sold because of foreclosure.

Am I required to give the EPA pamphlet to existing tenants?

No, but when tenants renew their leases, you must give them the same information that you are required to provide new tenants.

What if buyers/renters don't speak English?

If the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish. EPA and HUD are considering publishing the pamphlet in other languages as well.

Must I check my house for lead prior to sale?

No. The rule does not require that a seller conduct or finance an inspection or risk assessment.

Is the seller required to remove any lead-based paint that is discovered during an inspection?

No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment.

What if I know there is lead-based paint in my home?

You are required to disclose this information to the buyer or renter along with any other available reports on lead. **What is the real estate agents responsibility?**

Agents must ensure that: sellers and landlords are aware of their obligations; sellers and landlords disclose the proper information to buyers and tenants; sellers give buyers the 10-day opportunity to conduct an inspection (or another mutually agreed upon period); leases and sales contracts include proper disclosure language and proper signatures.

Agents must comply with the law if the seller or landlord fail to do so. However, the agent is not responsible if an owner conceals information or fails to disclose the information.

If I am renting, do I also have the right to test for lead?

No. The 10-day inspection period is limited to sales transactions.

What happens if sellers, landlords, lessors or agents fail to comply with the law?

Under the law, they can be sued for triple the amount of damages. They may also be subject to civil and criminal penalties. By clarifying the duties of all parties, this law helps to prevent misunderstandings about who is supposed to do what and make sure that parents have the information they need to protect their children.

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

Lead Warning Statement

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

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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

_____ (b) Records and reports available to the lessor (check one below):

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

Not Applicable because housing was built in 1978 or later.

Lessor _____ Date _____

Tenancy Addendum

Section 8 Tenant-Based Assistance

Housing Choice Voucher Program

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

(To be attached to Tenant Lease)

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

- (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
 - c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
 - d. **Housing services.** The owner must provide all housing services as agreed to in the lease.
- 8. Termination of Tenancy by Owner**
- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
 - b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
 - c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
 - (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
 - (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
 - d. **Other good cause for termination of tenancy**
 - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - e. **Eviction by court action.** The owner may only evict the tenant by a court action.
 - f. **Owner notice of grounds**
 - (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
 - (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
 - (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.
- 9. Lease: Relation to HAP Contract**
If the HAP contract terminates for any reason, the lease terminates automatically.
- 10. PHA Termination of Assistance**
The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.
- 11. Family Move Out**
The tenant must notify the PHA and the owner before the family moves out of the unit.
- 12. Security Deposit**
- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

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

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract This

HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract Part
- C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

Item	Specify fuel type				Provided by	Paid by
Heating	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Cooking	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Water Heating	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:
Public Housing Agency**

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, state, zip)

8. Utilities and Appliances

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

Item	Specify fuel type				Provided by	Paid by
Heating	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Cooking	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Water Heating	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:
Public Housing Agency**

Print or Type Name of PHA _____
 Signature _____
 Print or Type Name and Title of Signatory _____
 Date (mm/dd/yyyy) _____

Owner

Print or Type Name of Owner _____
 Signature _____
 Print or Type Name and Title of Signatory _____
 Date (mm/dd/yyyy) _____

Mail Payments to:

Name _____
 Address (street, city, State, Zip) _____

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) it is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract) and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related

criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

the contract unit or the premises or with implementation of the HAP contract.

the Fair Housing Act or other Federal equal opportunity requirements.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
- (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

16. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract U.S. Department of Housing
(HAP Contract) and Urban Development
Section 8 Tenant-Based Assistance Office of Public and Indian Housing
Housing Choice Voucher Program**

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
- (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision,
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent)
- (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

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

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

17. Definitions

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

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

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

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

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

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 program HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

16. Notices



PROCESS FOR RENT ASSISTANCE

***FAMILIES AND INDIVIDUALS MUST RESIDE
IN THE RIVER FALLS OR ELLSWORTH
SCHOOL DISTRICT**

- 1. CLIENT CALLS ARC, 715-338-0755, M-F 10AM-NOON. AFTER HOURS MESSAGES WILL BE RETURNED THE NEXT DAY.**
- 2. AN INTAKE FORM IS COMPLETED OVER THE PHONE. THE INFORMATION GATHERED WILL INCLUDE THE LANDLORD NAME AND CONTACT NUMBER.**
- 3. WITHIN 12 TO 24 HOURS, CLIENT SERVICE COORDINATOR, RONNA ELLIS, WILL CALL THE CLIENT, DISCUSS THE REQUEST, FORMULATE A PLAN, AND CONTACT THE LANDLORD. THE PLAN WILL REQUIRE THAT THE CLIENT MAKES THEIR LANDLORD AWARE THAT THEY ARE CONTACTING RESOURCES FOR HELP. IN ADDITION, THE CLIENT WILL BE EXPECTED TO PUT SOME OF THEIR OWN MONIES TO THE RENT. ARC FOCUSES ON "A HAND UP", NOT A "HAND OUT". ONCE THE CLIENT/TENANT'S PORTION IS PAID TO THE LANDLORD, A CALL CONFIRMING THE AMOUNT IS MADE BY THE LANDLORD TO RONNA AT 715-222-6133.**
- 4. ARC THEN MAILS A CHECK DIRECTLY TO THE LANDLORD WITH THE CLIENT'S NAME NOTATED IN THE MEMO LINE.**

***IF THE AMOUNT OF RENT OWED IS SIGNIFICANT, ARC WILL PROVIDE ADDITIONAL REFERRALS, INCLUDING SALVATION ARMY, WESTCAP, AND IN ST. CROIX COUNTY, OPERATION HELP.**



**RENT ASSISTANCE JANUARY 1ST, 2014
THROUGH OCTOBER, 15TH, 2014**

RIVER FALLS	\$14,984
ELLSWORTH	<u>\$ 4,035</u>
TOTAL	\$19,019

2013

RIVER FALLS	\$16,657	
ELLSWORTH	<u>\$ 2,625</u>	*ARC EXPANDED TO
TOTAL	\$19,283	ELLSWORTH

2012

RIVER FALLS	\$19,934	*NOTE: ARC SERVED ONLY R.F. PRIOR TO 2013
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2011

RIVER FALLS	\$15,244
--------------------	-----------------

2010

RIVER FALLS	\$19,039
--------------------	-----------------

2009

RIVER FALLS	\$10,149
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History of ARC, Assistance & Resource Center, Inc.

ARC, Assistance & Resource Center, Inc., was formed in 2008 in response to a request made by the Pastors in the community of River Falls. The consensus of the Pastors was that CVIC, an organization established in 1990 to assist the individuals and families in need in River Falls, was having difficulty handling the increased volume of requests, and needed to be updated and revamped. CVIC, Christian Volunteers in Christ, had been staffed and funded by Pastors and volunteers from a number River Falls churches for eighteen years. CVIC had identified a very real need in the community, and had met that need for nearly two decades. However, in 2008, the time and funding necessary to ensure the fair and equitable distribution of available dollars was quickly becoming an almost insurmountable obstacle. As the economy took a downward turn, the requests for financial assistance soared. The Pastors began searching for an alternative process. After many meetings, months of preparation, and countless volunteer hours, CVIC evolved into ARC.

***TOTAL ASSISTANCE GIVEN FROM 2009-OCT. 15, 2014, \$186,932**

Homelessness is a growing problem in Pierce and St. Croix County and it affects our community as a whole.

Many factors contribute to homelessness such as low paying jobs, unemployment, underemployment, the high cost of rent in our area, health or medical issues and bills, mental health and/or chemical dependency.

According to the National Low Income Housing Coalition a Wisconsin minimum wage worker would have to work 81 hours per week to afford a modest 2 bedroom apartment. In no state in the country can a person work a 40 hour work week at minimum wage and afford to provide a modest apartment for their family.

According to the 2013 WestCAP needs assessment, working respondents tended to list income as their most prevalent issue. Housing issues such as missed rent payments, inability to pay for needed repairs or utilities, eviction or foreclosure were seen in 40% of the respondents.

Each day ONP assists people from our community in finding the resources they need to stay in their home, pay utility bills, find shelter & keep their family safe. **There are a variety of opportunities and ways for individuals, civic groups, schools, families, businesses and churches to assist and volunteer with Our Neighbors' Place.**

ONGOING DONATION NEEDS:

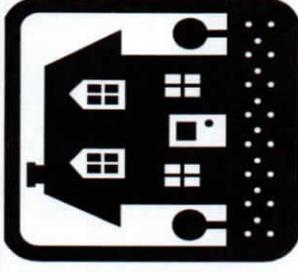
- **Cleaning supplies**
 - All purpose cleaner
 - Dish soap
 - Toilet bowl cleaner
 - Laundry Soap (HE compatible)
- **Bathroom Items**
 - Bath towels
 - Washcloths
 - Shampoo
 - Body Wash
 - Soap
- **Paper Products**
 - Toilet Paper
- **Bedroom**
 - Pillows
 - Sheets (Twin and Queen ONLY)
- **Children's Items**
 - Sippy Cups
 - Baby wipes
 - Safety Items (cupboard locks, electrical plugs, etc.)
 - Educational Materials (tutoring supplies, arts and crafts supplies, etc.)
- **Other Items**
 - Furniture (CALL 1ST!!)
 - Vacuums
 - Laundry Baskets
 - Gift Cards (Gas, grocery, Target, Walmart, etc.)
 - Men's & Women's NEW Socks & Underwear

Items for Donation can be dropped off at 122 West Johnson-during open hours. Call ahead to ensure the Day Center is staffed.

Monetary Donations:

**Our Neighbors' Place
PO Box 274
River Falls, WI 54022**

OUR NEIGHBORS' PLACE



“Connecting People With Resources”

**ONP Day Center
122 West Johnson
River Falls, WI 54022
Mon-Fri 10:00-4:00
(when volunteers are available)
715-426-9000**

WWW.OURNEIGHBORSPLACE.ORG

MISSION STATEMENT

Our Neighbors' Place will provide shelter and support services to Families and Individuals of Pierce and St. Croix Counties to help people in need move toward independence and self sufficiency

*Our Neighbors' Place 501(c)3
EIN: 35-23831-55*

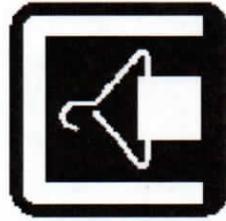
The Kinnickinnic

Backpack Program



Provides a backpack full of food during the school year to families that identify as having a food insecurity. This program works to ensure that kids get the food they need even when free or reduced school meals are not available. Each Friday, a backpack filled with food is sent home with participating children in the River Falls Public Schools.

More information is available from the school counselor at each participating school. Most families receiving backpacks also qualify for free or reduced price school lunches, but eligibility for these programs is not a requirement.



The Closet

Located at the Day Center

Very Affordable Adult Clothing and Accessories for sale

Free Clothing Vouchers Are Available

Our Neighbors' Place:

- In 2013 the Closet provided 392 clothing vouchers totally approximately \$6,524 worth of clothing.
- All proceeds from sales in The Closet go toward purchasing new socks and underwear for our vouchers.

HOURS:

Tuesday and Thursday 10-4
(when volunteers are available)

**Our Neighbors' Place
Day Center
122 West Johnson
River Falls, WI 54022**

Connecting People with Resources

Monday-Friday
10:00AM-4:00 PM
(when volunteers are available)

On site services:

- Computers
- Phone and Fax
- Limited laundry
- Mailing Address
- The Closet
- Resource and Referrals

Our Neighbors' Place:

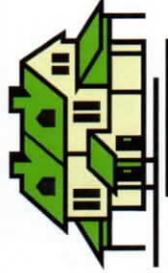
- In 2013, ONP provide over 980 referrals to local and regional agencies
- Each month ONP has contact with 20-40 families and individuals that are experiencing homelessness.
- 34% of the Day Center Contacts are from St. Croix County and 57% are from Pierce County the remaining 8% are from outside of Pierce or St. Croix Counties.
- Each month we had contact with around 80 of our neighbors in need.

**For Evening, Weekend, Holiday
Emergency Assistance -
Check with your**

Local Police Department

Emergency Shelter

Our Neighbors' Place offers emergency shelter to families who are or will be homeless. Those interested in applying for emergency shelter can apply at the Day Center of Our Neighbors' Place during office hours or can request an application be mailed, faxed, or e-mailed by placing a call to the Day Center. Families are given priority in the emergency shelter but if space is available, homeless individuals will be considered. During the families stay at the shelter they will work with the Shelter Support Team who provides in-home support and resources. There is often a waiting list for shelter due to the limited space. ONP refers families to other area shelters when we are full.



****Can you imagine trying to find a job, get sober, care for your children or address your medical or mental health needs if you don't have a roof over your head? ****

National Strategies:

NOTE: Not all programs listed in this brochure use this model.

Housing First: Housing First is an approach that offers permanent housing as quickly as possible for people experiencing homelessness.

The approach begins with an **immediate focus on helping** individuals and families get housing.

Income, sobriety and/or participation in treatment or other services are not required as a condition for getting housing. **Housing provides people with a foundation from which they can pursue other goals.**

Tenants are assisted in developing or improving skills for independent living while they live in permanent housing instead of requiring them to complete a transitional residential program first.

Partnerships with landlords:

Good relationships with local landlords are often an essential component of a successful scattered site Housing First program.

Programs maintain regular communication with landlords to ensure that participants are paying rent and being responsible tenants, and to troubleshoot problems or resolve conflicts before they escalate.

Often programs will help participants move out and relocate rather than get evicted if problems cannot be resolved.

Information from www.usich.gov

2013 Statistics & Services Provided by ONP

The Day Center: Where we provide resources and referrals to community members in need. We also have laundry, phone, computer, fax, copier, free hair cuts, and a safe warm place for people to find refuge from sleeping outside.

- ★ In 2013, ONP provided over 980 referrals to local and regional agencies to meet the needs of those that come in or call the Day Center. Each month we had contact with 50-100 neighbors in need.
- ★ The Day Center is our first point of entry for people experiencing homelessness. From September through December we have had between 20 and 40 contacts with people experiencing homelessness.

The Emergency Shelter: Where we provide shelter and support services to 4 families at time for up to 90 days. While families stay with us they supported with a volunteer Shelter support team that helps them work towards goals and a positive transition out of the shelter at the end of their 90 day stay.

- ★ In 2013 we served 20 families consisting of 56 children and 32 adults. ONP provided 5728 Shelter nights in 2013. *An increase of 20% from 2012 (4786 shelter nights in 2012).*

★ Of the families that we've served this year, 11 have stayed in River Falls. They are now contributing members of our community, working and paying rent, buying groceries at our local grocery stores, gas at our gas stations, and their children are attending our schools.

- ★ Sadly we turned away about 25 families because we did not have space. *This does not count the number of single adults that we've had to turn away because our shelter does not serve adults that do not have dependent children.*

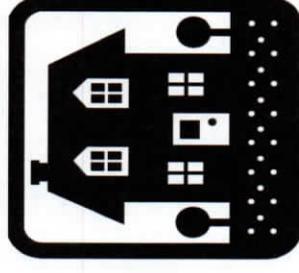
The Closet: Where we provide free clothing to people in need through our voucher program.

- ★ In 2013 we have we have provided 392 clothing vouchers totally approximately \$6,524 worth of clothing.

The Kinnickinic Backpack program: Where we provide a backpack full of food each week during the school year to families that have identified that they have a food insecurity.

- ★ In 2013 the backpack program filled approximately 368 backpacks and gave away 2627.5 pounds of food.

OUR NEIGHBORS' PLACE LANDLORD PARTNERSHIP INFORMATION



ONP Day Center

122 West Johnson

River Falls, WI 54022

Mon-Fri 10:00-4:00

(when volunteers are available)
715-426-9000

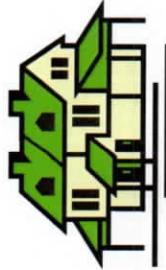
WWW.OURNEIGHBORSPLACE.ORG

MISSION STATEMENT

Our Neighbors' Place will provide shelter and support services to Families and Individuals of Pierce and St. Croix Counties to help people in need move toward independence and self sufficiency

Why partner with a housing program?

- Guaranteed rent (*most programs pay a portion or all of the rent*)
- Support from the program if crisis or violations occur (*help with mediation, moving the tenant out, resolving disputes, etc*)
- Weekly visits by case manager (*for most programs*)
- Working partnership to keep people housed (*and keep the rent coming*)
- Renters contribute to the local economy by purchasing groceries, attending schools and spending money at local businesses



****If you are interested in being on our Landlord List please contact the Day Center at 715.426.9000****

What housing programs are available?

- **Rapid ReHousing:**
 - 3-6 month program
 - Tenant pays 30% of their income
 - Service Provider pays the remaining amount
 - Case Management available
 - Tenant **MUST** be homeless to qualify
 - **WestCAP** has this program
- **Homeless Prevention**
 - Helps tenants stay in their housing
 - Only able to pay one month of back rent and tenant must show ability to pay future rents
 - **WestCAP** has this program

Permanent Supportive Housing

- Lifetime program, no end date or cut off, not time limited
- Tenant pays 30% of their income
- Service Provider pays the remaining amount
- Case Management available
- Tenant **MUST** be chronically homeless with mental illness or physical disability
- **WestCAP** and **Salvation Army** have this program

Tenant Based Rental Assistance

- 1-2 year program
- Tenant pays 30% of their income
- Service Provider pays the remaining amount
- **Salvation Army** has this program

Other Assistance Programs:

- **Salvation Army (SA)** information from SA rep
 - St.Croix County: 715-247-2944
 - Pierce County (and RF): 715-307-7750
 - Each county has their own SA Emergency Assistance program
 - Pierce County Salvation Army covers ALL of River Falls school district
 - May provide financial assistance up to \$150 per household each fiscal year
 - Landlord must agree to NOT evict the tenant if they receive funds from SA
 - Landlord must submit the SA voucher to SA headquarters to receive payment
- **ARC (Assistance and Resource Center)** information from ARC brochure
 - 10am-12pm M-F 715-338-0755
 - Provides one-time financial assistance to River Falls and Ellsworth Residents
 - Provides assistance for rent, utilities, gas cards, auto repair, food, diapers, laundry and transportation
 - Partners with other agencies
- **Operation Help** information from Operation Help website
 - M-Th, F 10-1pm 715.386.0881
 - Provides one-time assistance to St. Croix County and River Falls Residents
 - Provides assistance for rent, utilities, car repair



Pierce County Salvation Army

- Local Unit Members

Local Unit is made up of both working and retired business men and women that authorize spending of the local funds

- Kettle Campaign

Annual fund raiser, Kettle Campaign is only fund-raiser and main source of income .

- Voucher System/financial assistance

Provide emergency financial assistance through voucher System to families or individuals that don't qualify for other county programs but the need still exists.

- Special Projects

Focus on community needs such as winter clothing for school children

- Backpack Program

Providing food for children of low income families to take home on weekends

- Disaster Services

Provide services during a disaster as directed by local emergency personnel

Local Salvation Army Unit Members

- Serving Prescott Residents:

John Carlson/by agency referral only

- Serving all other Pierce County Residents including River Falls:

Ed Paulson/River Falls 715-307-7750

Karen Meyer/Ellsworth 715-307-7750

The Salvation Army of Pierce County Partners:

Our Neighbors Place
Public Health



EMERGENCY ASSISTANCE:

- Rent
- Transportation
- Lodging
- Food
- Utilities
- Clothing
- Health Needs

Contact Voucher Writers
for more information



**The Salvation
Army**

Central Territory website
www.usc.salvationarmy.org

1-800-264-6412

The Salvation Army
11315 West Watertown Plank Road
Wauwatosa, WI 53226-0019

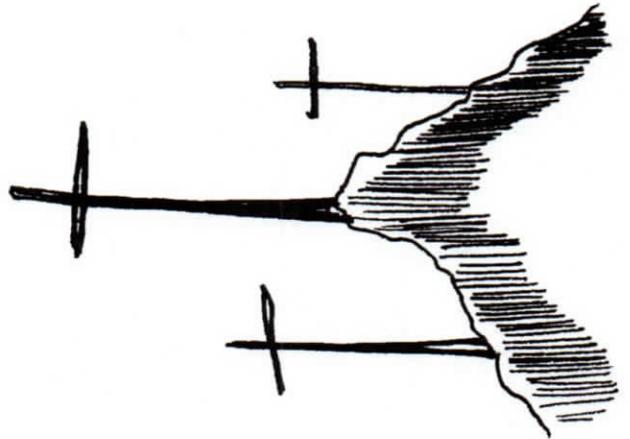
Mission Statement

The Salvation Army, an international movement, is an evangelical part of the Christian Church.

Its message is based on the Bible. Its ministry is motivated by the love of God.

Its mission is to preach the gospel of Jesus Christ and to meet

human need in His name without discrimination



Pierce County WI



The Salvation Army

Central Territory website
www.usc.salvationarmy.org

1-800-264-6412

Lori Peterson/Field Rep/Pierce County
608-989-9921

E-mail lori_peterson@usc.salvationarmy.org

Service
Extension.

**The Salvation
Army of Pierce
County**



**DOING
THE MOST
GOOD™**

The Salvation Army

1-800-264-6412

2014-2015 Home Energy Plus Income Guidelines

Household Size	3 Month Combined Household Income
1	\$6,288
2	\$8,223
3	\$10,157
4	\$12,092
5	\$14,027
6	\$15,961
7	\$16,324
8	\$16,687

PLEASE PROVIDE THE FOLLOWING PROOF OF INCOME (for the 3 months prior to the month of application, unless stated otherwise):

- Wage Income:**
 - Pay stubs; OR
 - Employer payroll statement.
- Self-Employment Income:**
 - Your most recent federal income tax form 1040 including all Schedules; OR
 - Your personal records for self-employment income and expenses for the past 12 months.
- Farm Income:**
 - Your most recent federal income tax form 1040 including Schedule F; OR
 - Your personal records for farm income and expenses for past 12 months.
- Unemployment Compensation:**
 - A printout from the unemployment office, verifying the checks you have received; OR
 - Copies of each unemployment check you received in the 3 months prior to the month of application.
 - If seasonal, copies of 1099-G for last tax year.

Land Contract Income:

- The Land Contract and amortization schedule of payments; OR
- Schedule B.

Rental Income:

- Your most recent federal income tax form 1040 including Schedule E; OR
- Rent receipts; OR
- Your records of rental income and expenses for the past 12 months.

Supplemental Security Income (SSI):

- SSI award letter; OR
- SSI check stubs; OR
- Bank statements, for state SSI only.

Social Security and Social Security Disability Insurance (SS and SSDI):

- SS award letter; OR
- SSA-1099; OR
- Social Security Administration (SSA) benefit statements.

Pensions, Annuities, IRAs:

- Check stubs; OR
- 1099-R; OR
- Gross dollar amounts from statements covering a 12-month period.

Child Support (CS) Payments Received:

- CS debit card statement; OR
- A printout from the CS agency or from the WI Support Collections Trust Fund showing the amount of CS received.

Income for Seasonally Employed

- (Including but not limited to construction worker, teacher, etc.)
- Copy of your 1040 including all W-2s and 1099s.

Temporary Assistance for Needy Families (TANF)/ Wisconsin Works (W2) Benefits:

- Check stubs; OR
- Award letters; OR
- A letter from the TANF/W2 agency stating your assistance amount.

Veteran's Benefits:

- The most recent letter from the Veteran's Affairs stating your monthly benefits; OR
- Check stubs.

Additional Income Types:

- Such as: Disability Tribal per capita Worker's Compensation
- Stubs or statements from the checks.



Home Energy Plus is administered by the Wisconsin Department of Administration's Division of Energy Services. Home Energy Plus programs include the Wisconsin Home Energy Assistance Program (WHEAP) and the Weatherization Assistance Program. These programs help income-eligible households with energy bill payments and energy efficient measures that reduce energy usage.

For more information:
1-866-HEATWIS (432-8947)
www.homeenergyplus.wi.gov

Wisconsin Department of Administration
 Division of Energy Services
 DOA-9556 (R7/2014)



2014-2015 WISCONSIN HOME ENERGY ASSISTANCE PROGRAM CHECKLIST

To avoid unnecessary delays, the following checklist will help you prepare for your application process. It is important that you provide the documentation required. Agencies may not be able to directly obtain income and Social Security information.

Photo Identification

Be prepared to show a photo identification card, such as:

- Driver's license; OR
- Government issued photo ID; OR
- Other photo ID (employer ID for example)

Social Security Number (SSN)

Be prepared to provide the Social Security Number (SSN) for every person in your household.

Citizenship

If you or any member of your household is not a citizen of the United States, provide:

- Alien status card with USCIS number, and
- Immigration Papers.

Proof of Residency

To verify that you live in Wisconsin and the county/tribe on the application, provide:

- Wisconsin driver's license with current address; OR
- Copy of utility bill with current address; OR
- Copy of real estate tax bill; OR
- Other third-party evidence of your residential status.

Heating Costs

If your heat is provided by a Class A utility (We Energies, Wisconsin Public Service, MG&E, Alliant, or Xcel), provide your fuel account number. If your heat is provided by another company, provide evidence of your household's primary heating costs for the last 12 months OR from September 1 through last August 31:

- A statement from your fuel dealer listing your heating costs for that period; OR
- Copies of your heating bills for that period. If you have heating bills for more than one heat energy source, provide copies of all heating bills.

Electric Costs

The Public Benefits program assists eligible households with non-heating electric costs (i.e. lighting and water heat). If your electric service is provided by a Class A utility (We Energies, Wisconsin Public Service, MG&E, Alliant, or Xcel), provide your electric account number. If your electricity is provided by another company, to determine if you are eligible to receive a benefit for your non-heating electric energy costs, provide:

- Copies of your electric bill for the same time period as your heating bill.

Landlord

If you rent, provide:

- The name, address and telephone number of your landlord or building manager (the person to whom you pay your rent); OR
- Your rental agreement (lease).

Child Support (CS) Paid

If you pay child support, provide evidence of the support you paid during the 3 months prior to the month of application. Provide:

- Copies of your cancelled checks; OR
- A printout from the CS agency or from the WI Support Collections Trust Fund showing the amount of CS paid in the 3 months prior to the month of application.

Dividends and Interest Income

Provide evidence of your household's interest and dividends income for the last 12 months:

- Last year's 1099; OR
- Bank statements; OR
- Statements from companies that paid dividends.

Income

Provide evidence of your entire household's gross income for the 3 months prior to the month of application. See the back of this page for more details regarding what to provide. Some household members may be required to provide annual income information. (See reverse for specifics.)

WISCONSIN WEATHERIZATION ASSISTANCE PROGRAM

The Weatherization Assistance Program helps homeowners and renters reduce energy consumption while increasing comfort in their homes. Weatherization improvements may also make your home environment healthier and safer. Improvements are installed by the local weatherization agency in your area.

If your residence qualifies for weatherization services, you may receive one or more of the following energy efficiency measures:

Insulation

Adding insulation to the attic, walls, and crawlspace helps reduce energy use and increase comfort.

Sealing Air Leaks

Sealing air leaks reduces cold drafts caused by gaps or cracks in the home's structure and may improve indoor air quality.

Heating System Update

Repairing or replacing an inefficient furnace or boiler will save energy and money.

Energy-Saving Products

Installing water-saving faucet aerators and shower heads and ENERGY STAR® light bulbs will reduce your energy needs. Replacing an old refrigerator or freezer with a new ENERGY STAR qualified model will also save energy.



Repair all plumbing leaks—Hot water leaks not only waste water, but also increase your energy bill's since more energy is needed

TO APPLY FOR ENERGY AND WEATHERIZATION ASSISTANCE, CONTACT YOUR LOCAL AGENCY

Pierce County 715-273-6788

St. Croix County 715-265-4271
(Westcap)

FOR MORE INFORMATION

or to locate your local agency call toll free

1-866-HEATWIS (432-8947)

or visit homeenergyplus.wi.gov

OTHER RESOURCES FOR ENERGY AND WEATHERIZATION ASSISTANCE

Focus on Energy

1-800-762-7077

www.focusonenergy.com

Keep Wisconsin Warm/Cool Fund

Bill Pay Assistance

1-800-891-WARM (9276)

www.kwwf.org

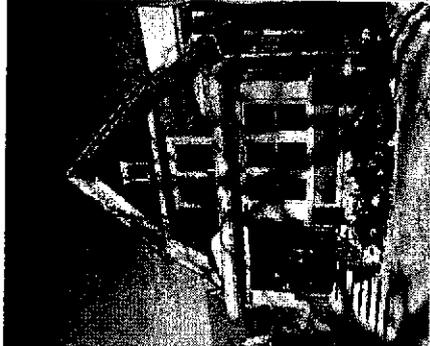
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WISCONSIN DEPARTMENT OF ADMINISTRATION

DOA-9555P (R07/2013)

homeenergy+



ENERGY AND WEATHERIZATION ASSISTANCE 2013-2014

"I would like to thank everyone who helped us with our weatherization. The people who came here were very hard working, friendly people. They did a very good job and we can tell the difference in our home."

— Recipient of Home Energy Plus Assistance

WHAT IS **homeenergy+**

Home Energy Plus includes the Wisconsin Home Energy Assistance Program (WHEAP) and Weatherization Assistance Program (WAP).

WHEAP provides assistance for heating costs, electric costs, and energy crisis situations. WAP helps renters and homeowners reduce their energy consumption. Operating with federal and state funding, the programs provide energy assistance payments to over 220,000 households and weatherization services to over 7,000 households in Wisconsin each year.

WHO IS ELIGIBLE FOR ENERGY ASSISTANCE AND WEATHERIZATION ASSISTANCE?

Your household may be eligible for the Wisconsin Home Energy Assistance Program (WHEAP) and Weatherization Assistance Program (WAP) based on a number of factors. If your household gross income is less than the amount shown on the following chart, you may be eligible for a benefit or services. Applications for both programs are accepted at your local WHEAP agency.

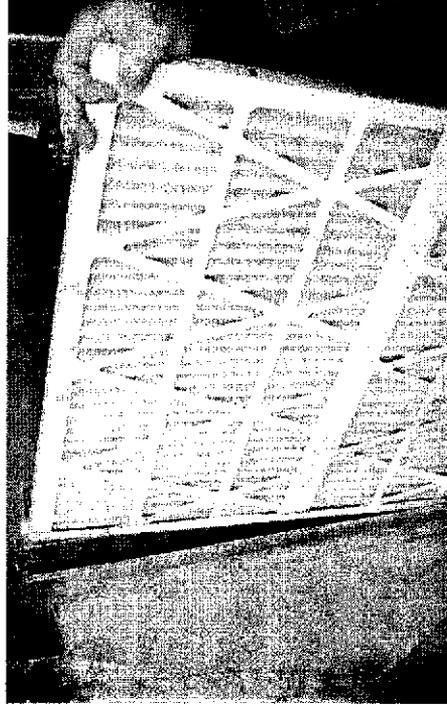
Household Size	One Month	Three Month	Annual Income
2	\$2,691	\$8,073	\$32,290
4	\$3,957	\$11,871	\$47,485
6	\$5,223	\$15,670	\$62,680
8	\$5,461	\$16,382	\$65,529

Income for people who are self-employed, farmers, or seasonal workers is based on federal income tax forms for the previous year.

WHAT IS THE WISCONSIN HOME ENERGY

ASSISTANCE PROGRAM AND HOW DOES IT WORK?

WHEAP assistance is a one-time payment during the heating season (October 1-May 15). The funding pays a portion of energy costs, but the payment is not intended to cover the entire energy costs of a residence. The amount of the energy assistance payment varies depending on a variety of factors, including the household's size, income, and energy costs. In most cases the energy assistance benefit is paid directly to the household's energy supplier.



Energy Saving Tip: Change your furnace filter monthly and keep your thermostat between 62 and 70 degrees in winter.

IF YOU CURRENTLY DO NOT HAVE HEAT OR MAY BE DISCONNECTED

Crisis assistance is available if you have no heat, have received a disconnect notice from the vendor, or are nearly out of fuel and are unable to purchase more. WHEAP agencies provide a 24-hour crisis phone number to help with emergencies that occur after business hours.

Non-emergency/Proactive crisis services include providing information on how to reduce fuel costs, counseling on budgeting and money management, payments to a fuel supplier, and co-pay agreements.

FURNACE/BOILER REPAIR AND REPLACEMENT

WHEAP emergency heating system assistance can provide services to eligible homeowners if the furnace or boiler stops operating. Heating system assistance includes payment for repairs or in some situations your residence may qualify for a total replacement of a non-operating system. Call your local WHEAP agency immediately if you are experiencing a no heat situation.

homeenergy+

For more information or to locate your local agency call toll free: 1-866-HEATWIS (432-8947) or visit homeenergyplus.wi.gov

Program services are available without regard to race, color, gender or gender identity, sexuality, age, religion, national origin, or mental or physical disability.

Landlord Connections Part 2

Section 8 and Conservation & Efficiency Programs

1. Meeting format

(Low) 1 2 3 4 5 6 7 8 9 10 (High)

2. Guest Speaker Ann McAlpine

(Low) 1 2 3 4 5 6 7 8 9 10 (High)

3. Guest Speaker Mike Noreen

(Low) 1 2 3 4 5 6 7 8 9 10 (High)

4. Handout's

(Low) 1 2 3 4 5 6 7 8 9 10 (High)

5. Agencies in attendance

(Low) 1 2 3 4 5 6 7 8 9 10 (High)

Resources or agencies you use that are not listed in handouts:

Best method to communicate with you: ***Please Circle all that apply***

Mail E-Mail Phone Other _____

Please provide your email address: _____

Are you interested in participating in a local Landlord Association? Yes _____ No _____

Topics you would like covered at future *Landlord Connections* Series:

Other Comments: _____

Thank you for attending, we hope you found this to be informative and beneficial to your rental business.

Next event Wednesday December 3, 2014

