

JCPHA

Jasper County Public Housing Agency
Administered by Economic Security Corporation of Southwest Area

P.O. Box 207 • 302 South Joplin • Joplin, Missouri 64802

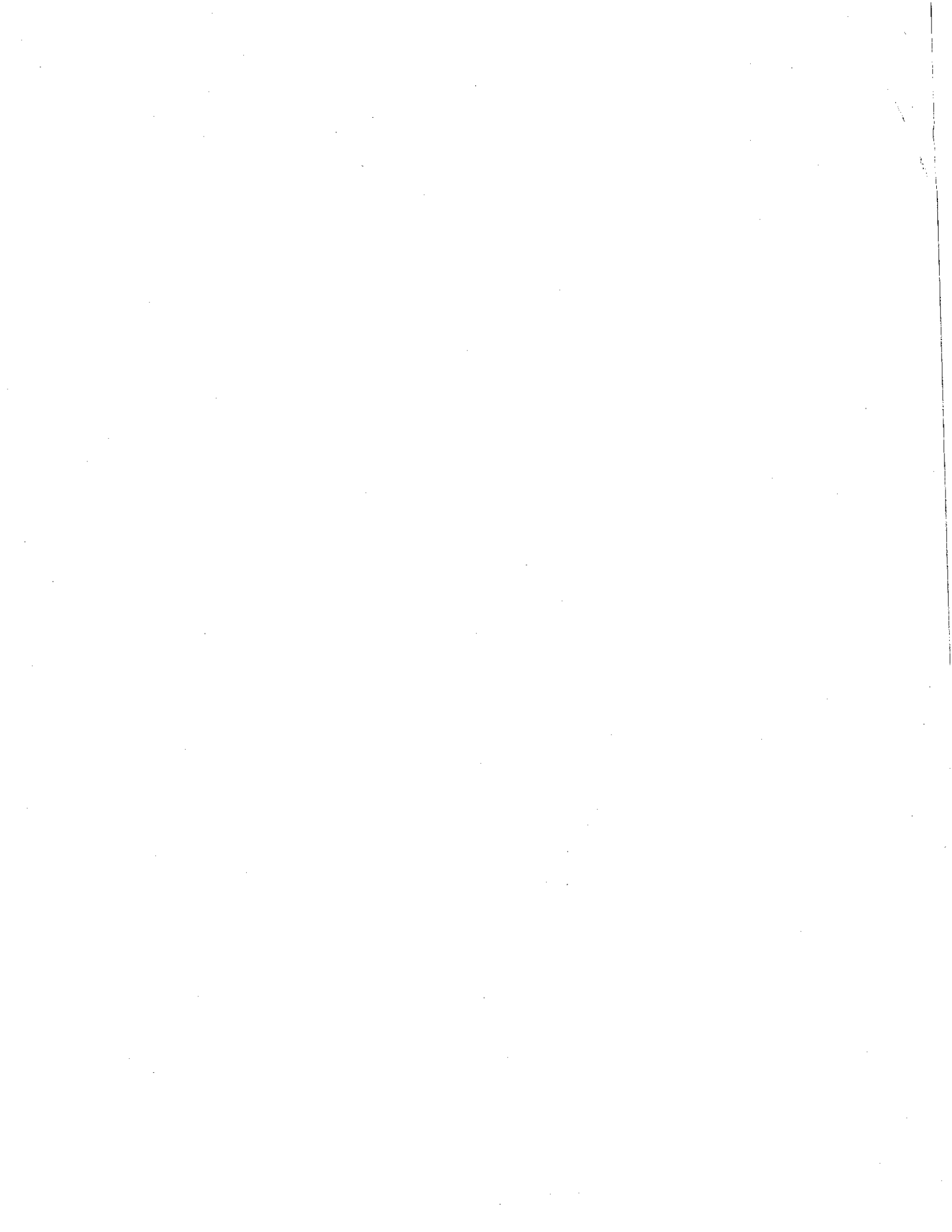
(417)781-0352 • fax (417)781-1234

Jasper County Public Housing Agency (JCPHA)
Housing Choice Voucher Payment Standards and Utility
Allowance

2020

**GROSS RENT = RENT + UTILITY
ALLOWANCE**

Gross rent must be equal to or less than
payment standard



2020 HCV Payment Standards

EFFECTIVE 01/01/2020

# of Bedrooms	Jasper/Newton County
0 Bedroom	\$523
1 Bedroom	\$614
2 Bedroom	\$723
3 Bedroom	\$957
4 Bedroom	\$1021



The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
Jasper County 2020		Single family detached Single Family Detached					01/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	17	25	33	39	51	59
	b. Electric	26	34	45	55	69	79
	c. Bottle Gas	34	46	59	73	93	105
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	6	8	10	12	16	18
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity	17	22	29	34	44	51	
Air Conditioning	7	10	14	16	20	24	
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	11	16	20	24	30	34
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water	7	11	15	17	21	25	
Sewer	6	9	10	13	17	19	
Trash Collection	6	6	6	6	6	6	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service per month cost

Heating

Cooking

Other Electric

Air Conditioning

Water Heating

Water

Sewer

Trash Collection

Range/Microwave

Refrigerator

Other

Total

\$

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
Jasper County 2020		Semi-detached Semi Detached, Apartment (Duplex)					01/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	14	21	24	31	38	45
	b. Electric	19	29	33	42	52	60
	c. Bottle Gas	21	39	44	54	71	80
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	6	8	10	12	16	18
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity		17	22	29	34	44	51
Air Conditioning		5	7	10	11	15	17
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	11	16	20	24	30	34
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water		7	11	15	17	21	25
Sewer		6	9	10	13	17	19
Trash Collection		6	6	6	6	6	6
Other -- specify							
Range/Microwave		4	4	4	8	8	8
Refrigerator		5	5	5	9	9	9

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name _____

Unit Address _____

Number of Bedrooms _____

Utility or Service	per month cost
Heating	_____
Cooking	_____
Other Electric	_____
Air Conditioning	_____
Water Heating	_____
Water	_____
Sewer	_____
Trash Collection	_____
Range/Microwave	_____
Refrigerator	_____
Other	_____
Total	\$ _____

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Jasper County 2020					Unit Type	Date (mm/dd/yyyy)
							Manufactured home Manufactured Home	01/01/2020
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	17	21	28	34	42	51	
	b. Electric	21	29	38	46	58	68	
	c. Bottle Gas	27	39	51	60	80	89	
	d. Oil							
	e. Heat Pump							
Cooking	a. Natural Gas	2	4	4	5	6	7	
	b. Electric	6	8	10	12	16	18	
	c. Bottle Gas	6	8	12	13	15	18	
Other Electricity		17	22	29	34	44	51	
Air Conditioning		6	8	12	13	17	19	
Water Heating	a. Natural Gas	6	8	11	12	17	18	
	b. Electric	11	16	20	24	30	34	
	c. Bottle Gas	14	21	25	31	41	45	
	d. Oil							
Water		7	11	15	17	21	25	
Sewer		6	9	10	13	17	19	
Trash Collection		6	6	6	6	6	6	
Other -- specify								
Range/Microwave		4	4	4	8	8	8	
Refrigerator		5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

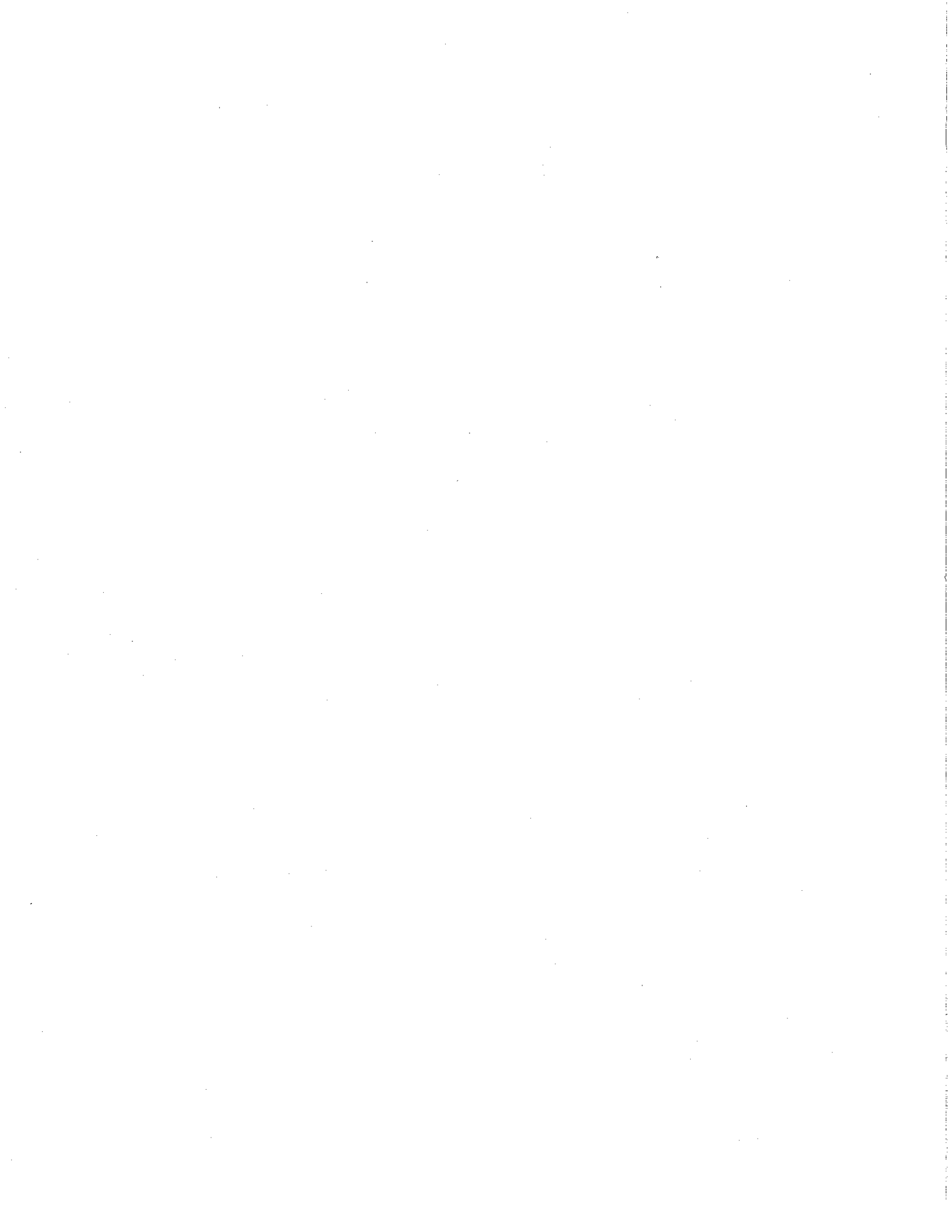
Head of Household Name _____

Unit Address _____

Number of Bedrooms _____

Utility or Service	per month cost
Heating	_____
Cooking	_____
Other Electric	_____
Air Conditioning	_____
Water Heating	_____
Water	_____
Sewer	_____
Trash Collection	_____
Range/Microwave	_____
Refrigerator	_____
Other	_____

Total	\$ _____



Utility Allowance Schedule

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
Newton County 2020		Single family detached Single Family Detached					01/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	19	25	33	39	51	59
	b. Electric	25	33	44	54	68	78
	c. Bottle Gas	34	46	59	73	93	105
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	5	7	9	11	15	17
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity	16	21	28	33	43	50	
Air Conditioning	7	10	14	16	20	24	
Water Heating	a. Natural Gas	6	8	10	12	17	18
	b. Electric	10	15	19	23	30	33
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water	7	10	13	16	20	23	
Sewer	7	9	11	14	17	20	
Trash Collection	10	10	10	10	10	10	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit. Head of Household Name _____ Unit Address _____ Number of Bedrooms _____	Utility or Service	per month cost
	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Range/Microwave	
	Refrigerator	
Other		
Total	\$	

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Newton County 2020	Unit Type Semi-detached Semi Detached, Apartment (Duplex)	Date (mm/dd/yyyy) 01/01/2020
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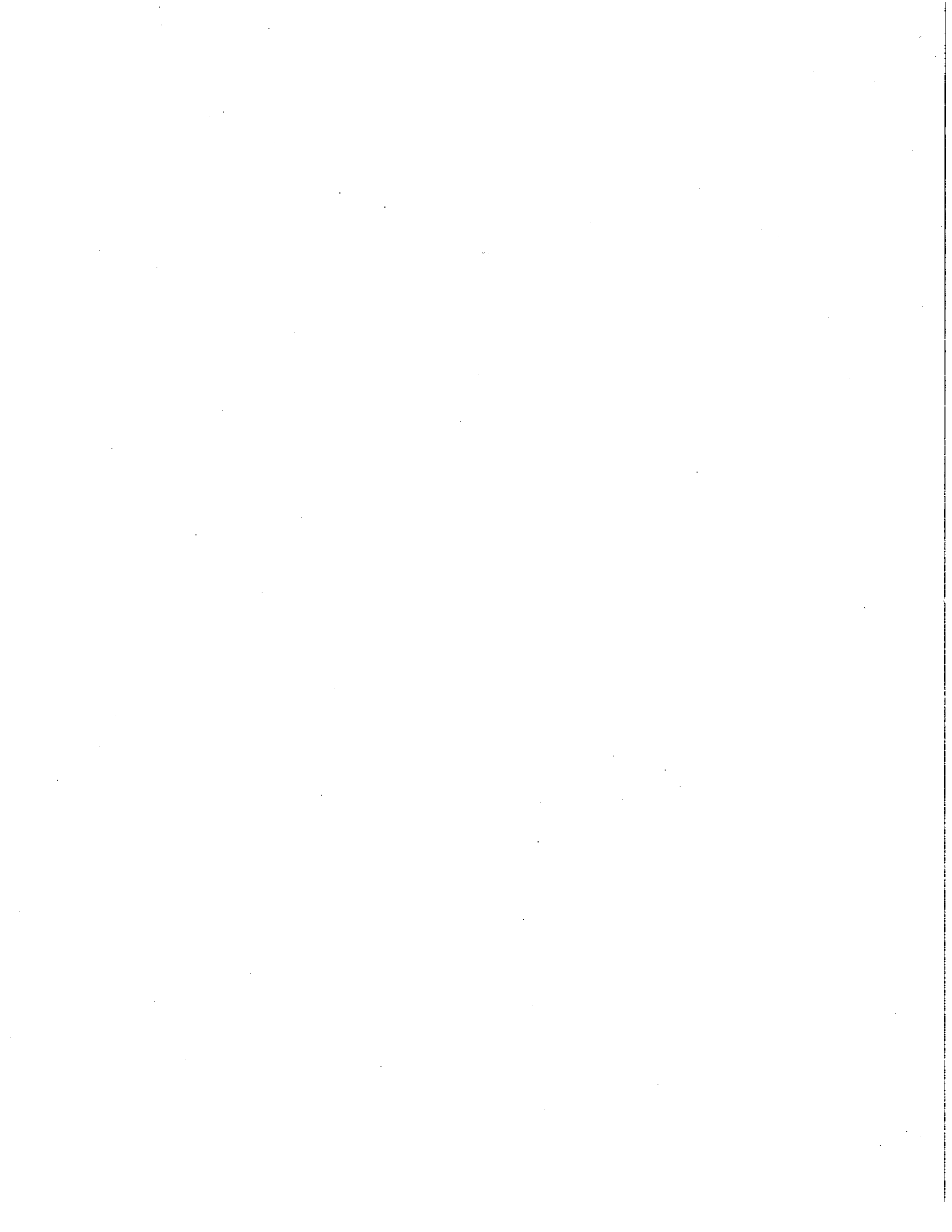
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	14	19	24	31	38	45
	b. Electric	18	25	32	41	51	59
	c. Bottle Gas						
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	5	7	9	11	15	17
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity	16	21	28	33	43	50	
Air Conditioning	5	7	10	11	15	17	
Water Heating	a. Natural Gas	6	8	10	12	17	18
	b. Electric	10	15	19	23	30	33
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water	7	10	13	16	20	23	
Sewer	7	9	11	14	17	20	
Trash Collection	10	10	10	10	10	10	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.	Utility or Service
Head of Household Name	Heating
Unit Address	Cooking
Number of Bedrooms	Other Electric
	Air Conditioning
	Water Heating
	Water
	Sewer
	Trash Collection
	Range/Microwave
	Refrigerator
	Other
	Total \$

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
Newton County 2020		Manufactured home Manufactured Home					01/01/2020
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	17	21	28	34	42	51
	b. Electric	20	28	37	45	57	66
	c. Bottle Gas	27	39	51	60	80	89
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	5	7	9	11	15	17
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity	16	21	28	33	43	50	
Air Conditioning	6	9	11	13	15	19	
Water Heating	a. Natural Gas	6	8	10	12	17	18
	b. Electric	10	15	19	23	30	33
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water	7	10	13	16	20	23	
Sewer	7	9	11	14	17	20	
Trash Collection	10	10	10	10	10	10	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

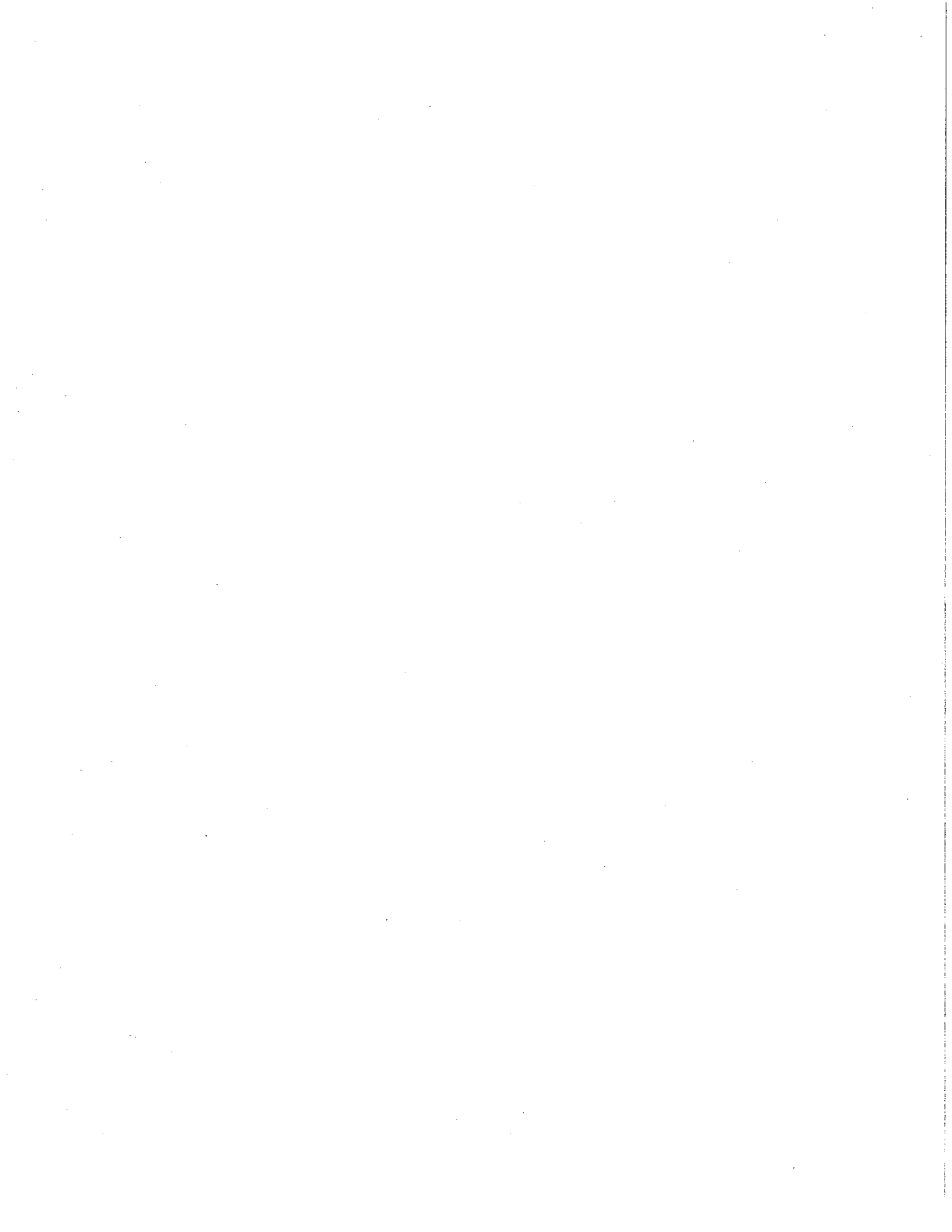
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.	Utility or Service	per month cost
Head of Household Name	Heating	
Unit Address	Cooking	
	Other Electric	
	Air Conditioning	
	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Range/Microwave	
	Refrigerator	
Number of Bedrooms	Other	
	Total	\$



2020 HCV Payment Standards

EFFECTIVE 01/01/2020

# of Bedrooms	Barton County
0 Bedroom	\$426
1 Bedroom	\$557
2 Bedroom	\$635
3 Bedroom	\$832
4 Bedroom	\$1083



Utility Allowance Schedule

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
Barton County 2020		Single family detached Single Family Detached					01/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	17	25	33	39	51	59
	b. Electric	18	28	35	42	54	61
	c. Bottle Gas	30	46	59	73	93	105
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	9	12	15	18	22	25
	c. Bottle Gas	7	8	12	13	15	18
Other Electricity		17	21	29	35	44	50
Air Conditioning		11	15	19	23	29	33
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	16	16	21	33	41	47
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water		14	20	25	31	39	44
Sewer		11	14	19	22	29	32
Trash Collection		8	8	8	8	8	8
Other -- specify							
Range/Microwave		4	4	4	8	8	8
Refrigerator		5	5	5	9	9	9

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service per month cost

Heating

Cooking

Other Electric

Air Conditioning

Water Heating

Water

Sewer

Trash Collection

Range/Microwave

Refrigerator

Other

Total \$

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Barton County 2020	Unit Type Semi-detached Semi Detached, Apartment (Duplex)	Date (mm/dd/yyyy) 01/01/2020
---	--	--

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	17	19	24	31	38	46
	b. Electric	15	20	25	31	39	44
	c. Bottle Gas	24	35	44	54	71	80
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	9	12	15	18	22	25
	c. Bottle Gas	7	8	12	13	15	18
Other Electricity	17	21	29	35	44	50	
Air Conditioning	6	8	10	13	16	18	
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	16	18	21	33	41	47
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water	14	20	25	31	39	44	
Sewer	11	14	19	22	29	32	
Trash Collection	8	8	8	8	8	8	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name _____

Unit Address _____

Number of Bedrooms _____

Utility or Service	per month cost
Heating	_____
Cooking	_____
Other Electric	_____
Air Conditioning	_____
Water Heating	_____
Water	_____
Sewer	_____
Trash Collection	_____
Range/Microwave	_____
Refrigerator	_____
Other	_____
Total	\$ _____

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
Barton County 2020		Manufactured home Manufactured Home					01/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	17	21	28	34	42	51
	b. Electric	17	24	30	36	46	52
	c. Bottle Gas	27	39	51	60	80	89
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	9	12	15	18	22	25
	c. Bottle Gas	7	8	12	13	15	18
Other Electricity		17	21	29	35	44	50
Air Conditioning		9	12	16	19	24	28
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	16	16	21	33	41	47
	c. Bottle Gas	14	21	25	31	41	45
	d. Oil						
Water		14	20	25	31	39	44
Sewer		11	14	19	22	29	32
Trash Collection		8	8	8	8	8	8
Other -- specify							
Range/Microwave		4	4	4	8	8	8
Refrigerator		5	5	5	9	9	9

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit

Head of Household Name

Unit Address

Number of Bedrooms

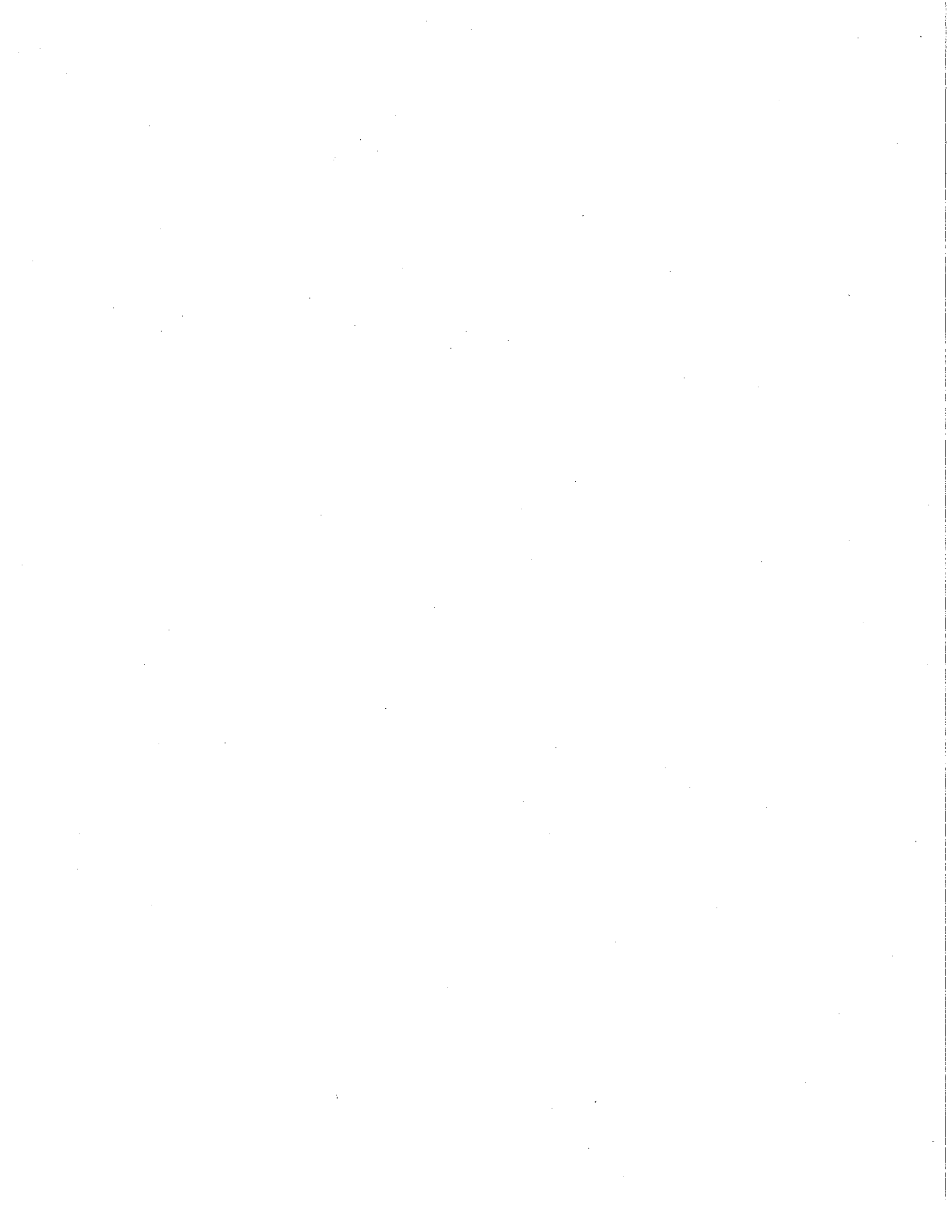
Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$



2020 HCV Payment Standards

EFFECTIVE 01/01/2020

# of Bedrooms	McDonald County
0 Bedroom	\$541
1 Bedroom	\$557
2 Bedroom	\$635
3 Bedroom	\$861
4 Bedroom	\$873



Utility Allowance Schedule

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA McDonald County 2020	Unit Type Single family detached Single Family Detached	Date (mm/dd/yyyy) 01/01/2020
---	--	--

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	19	25	33	39	51	59
	b. Electric	25	33	44	54	68	78
	c. Bottle Gas	34	46	59	73	93	105
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	5	7	9	11	15	17
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity	16	21	28	33	43	50	
Air Conditioning	7	10	14	16	20	24	
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	10	15	19	23	29	33
	c. Bottle Gas						
	d. Oil						
Water	5	7	9	11	13	15	
Sewer	9	12	15	19	23	27	
Trash Collection	6	6	6	6	6	6	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Utility Allowance Schedule

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA McDonald County 2020	Unit Type Semi-detached Semi Detached, Apartment (Duplex)	Date (mm/dd/yyyy) 01/01/2020
---	--	--

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	14	19	24	31	38	45
	b. Electric	19	25	33	41	51	59
	c. Bottle Gas	25	35	45	54	71	80
	d. Oil						
	e. Heat Pump						
Cooking	a. Natural Gas	2	4	4	5	6	7
	b. Electric	5	7	9	11	15	17
	c. Bottle Gas	6	8	12	13	15	18
Other Electricity	16	21	28	33	43	50	
Air Conditioning	5	8	10	12	15	18	
Water Heating	a. Natural Gas	6	8	11	12	17	18
	b. Electric	10	15	19	23	29	33
	c. Bottle Gas						
	d. Oil						
Water	5	7	9	11	13	15	
Sewer	9	12	15	19	23	27	
Trash Collection	6	6	6	6	6	6	
Other -- specify							
Range/Microwave	4	4	4	8	8	8	
Refrigerator	5	5	5	9	9	9	

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name _____ Unit Address _____ Number of Bedrooms _____	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Utility or Service</th> <th style="text-align: right;">per month cost</th> </tr> <tr><td>Heating</td><td>_____</td></tr> <tr><td>Cooking</td><td>_____</td></tr> <tr><td>Other Electric</td><td>_____</td></tr> <tr><td>Air Conditioning</td><td>_____</td></tr> <tr><td>Water Heating</td><td>_____</td></tr> <tr><td>Water</td><td>_____</td></tr> <tr><td>Sewer</td><td>_____</td></tr> <tr><td>Trash Collection</td><td>_____</td></tr> <tr><td>Range/Microwave</td><td>_____</td></tr> <tr><td>Refrigerator</td><td>_____</td></tr> <tr><td>Other</td><td>_____</td></tr> <tr><td>Total</td><td style="text-align: right;">\$ _____</td></tr> </table>	Utility or Service	per month cost	Heating	_____	Cooking	_____	Other Electric	_____	Air Conditioning	_____	Water Heating	_____	Water	_____	Sewer	_____	Trash Collection	_____	Range/Microwave	_____	Refrigerator	_____	Other	_____	Total	\$ _____
Utility or Service	per month cost																										
Heating	_____																										
Cooking	_____																										
Other Electric	_____																										
Air Conditioning	_____																										
Water Heating	_____																										
Water	_____																										
Sewer	_____																										
Trash Collection	_____																										
Range/Microwave	_____																										
Refrigerator	_____																										
Other	_____																										
Total	\$ _____																										

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		McDonald County 2020					Unit Type Manufactured home Manufactured Home		Date (mm/dd/yyyy) 01/01/2020	
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR			
Heating	a. Natural Gas	17	21	28	30	42	51			
	b. Electric	20	28	37	41	57	66			
	c. Bottle Gas	27	39	51	54	80	89			
	d. Oil									
	e. Heat Pump									
Cooking	a. Natural Gas	2	4	4	5	6	7			
	b. Electric	5	7	9	11	15	17			
	c. Bottle Gas	6	8	12	13	15	18			
Other Electricity		16	21	28	33	43	50			
Air Conditioning		6	8	10	13	17	19			
Water Heating	a. Natural Gas	6	8	11	12	17	18			
	b. Electric	10	15	19	23	29	33			
	c. Bottle Gas									
	d. Oil									
Water		5	7	9	11	13	15			
Sewer		9	12	15	19	23	27			
Trash Collection		6	6	6	6	6	6			
Other -- specify										
Range/Microwave		4	4	4	8	8	8			
Refrigerator		5	5	5	9	9	9			

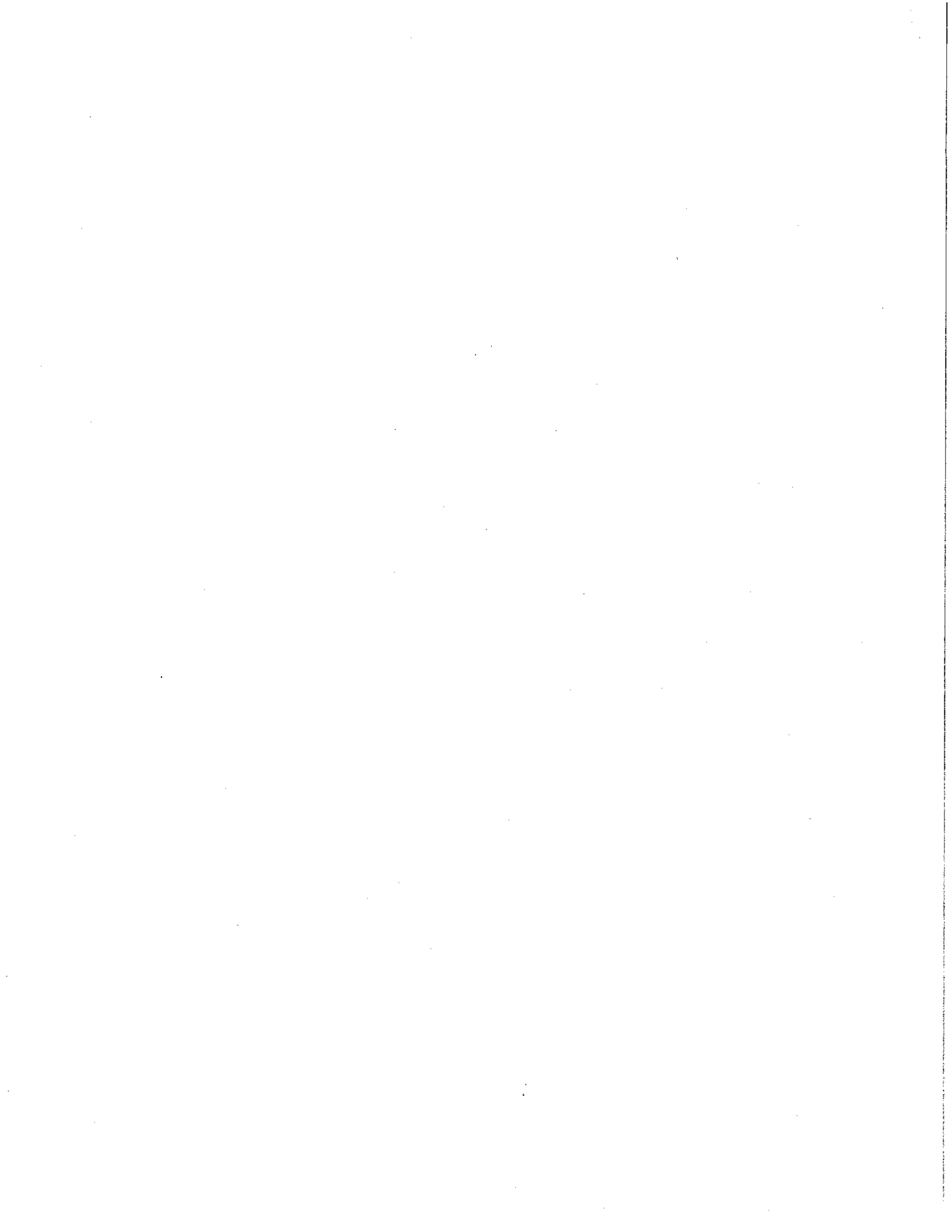
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Head of Household Name _____

Unit Address _____

Number of Bedrooms _____



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

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

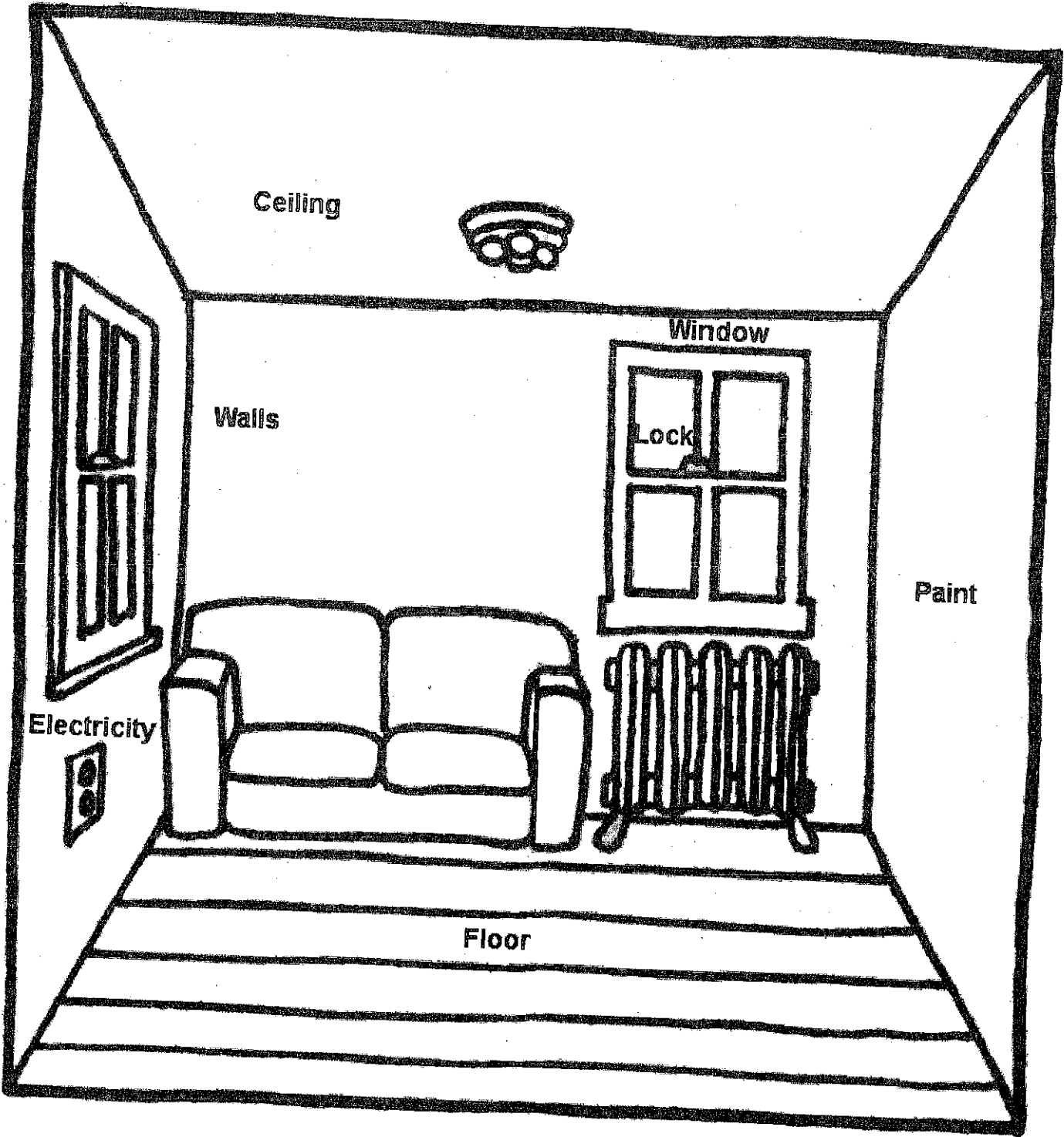
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



Ceiling



Walls

Window

Lock

Paint

Electricity



Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

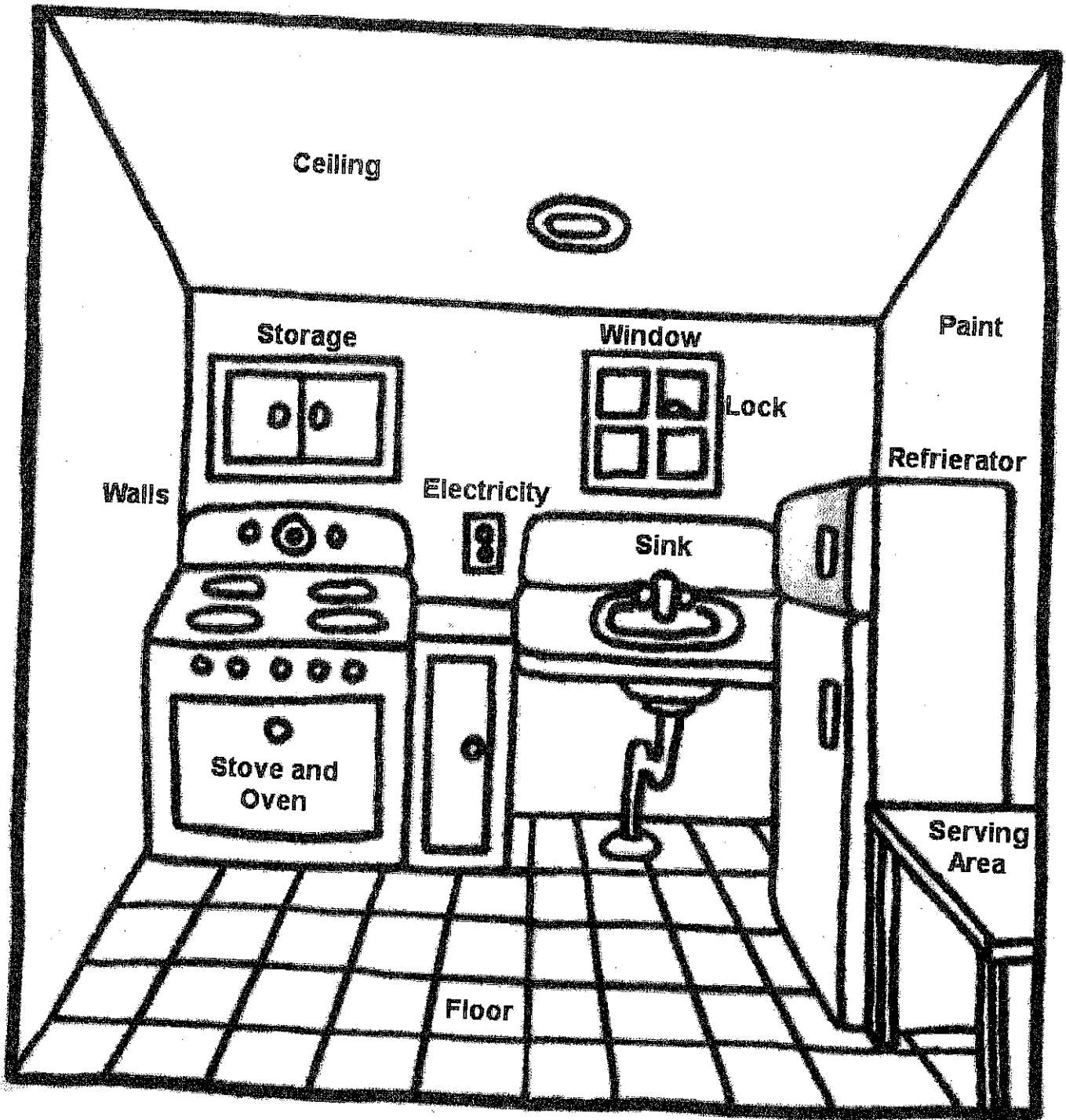
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

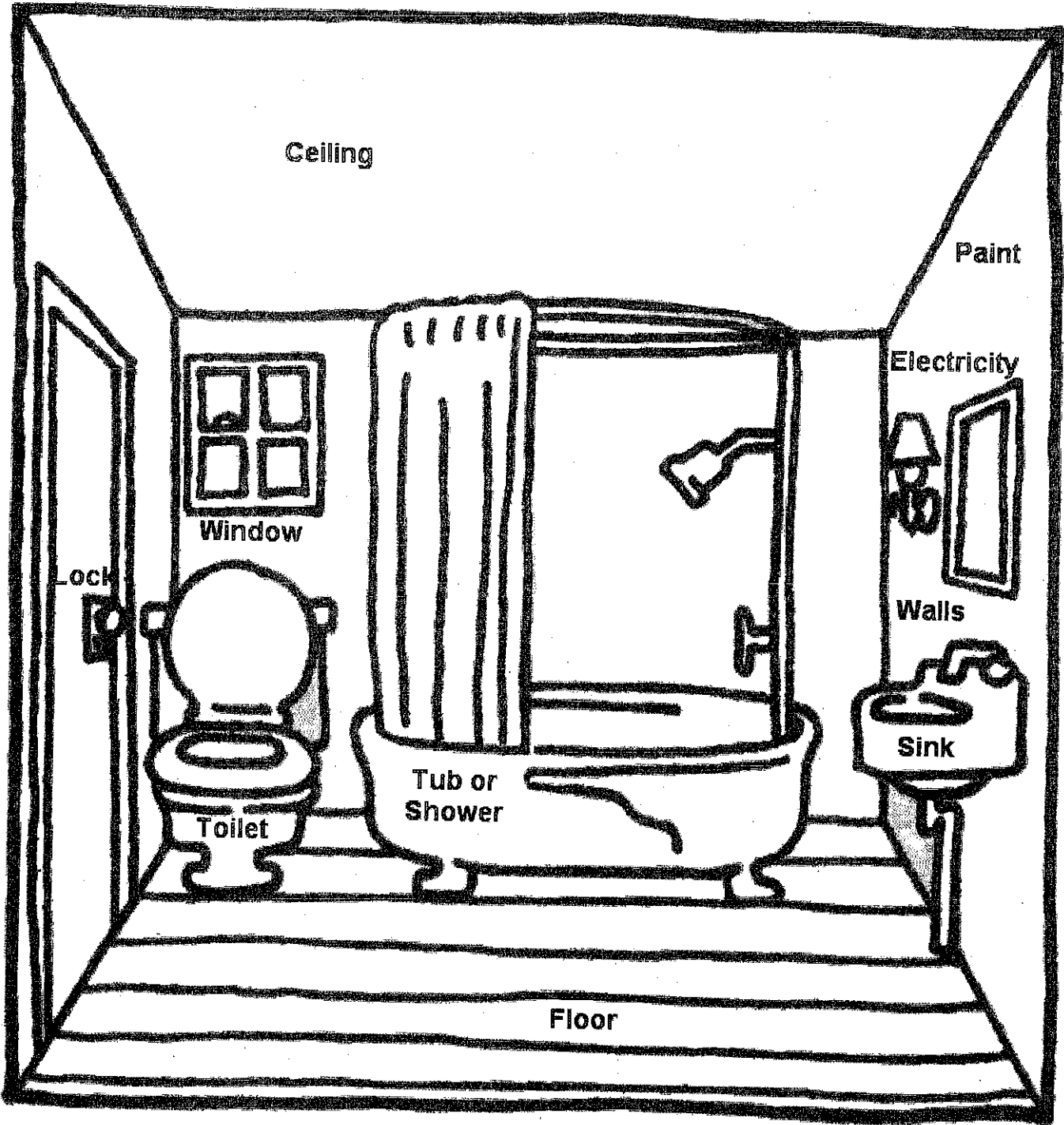
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



Ceiling

Paint

Electricity

Window

Lock

Walls

Sink

Tub or
Shower

Toilet

Floor

4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

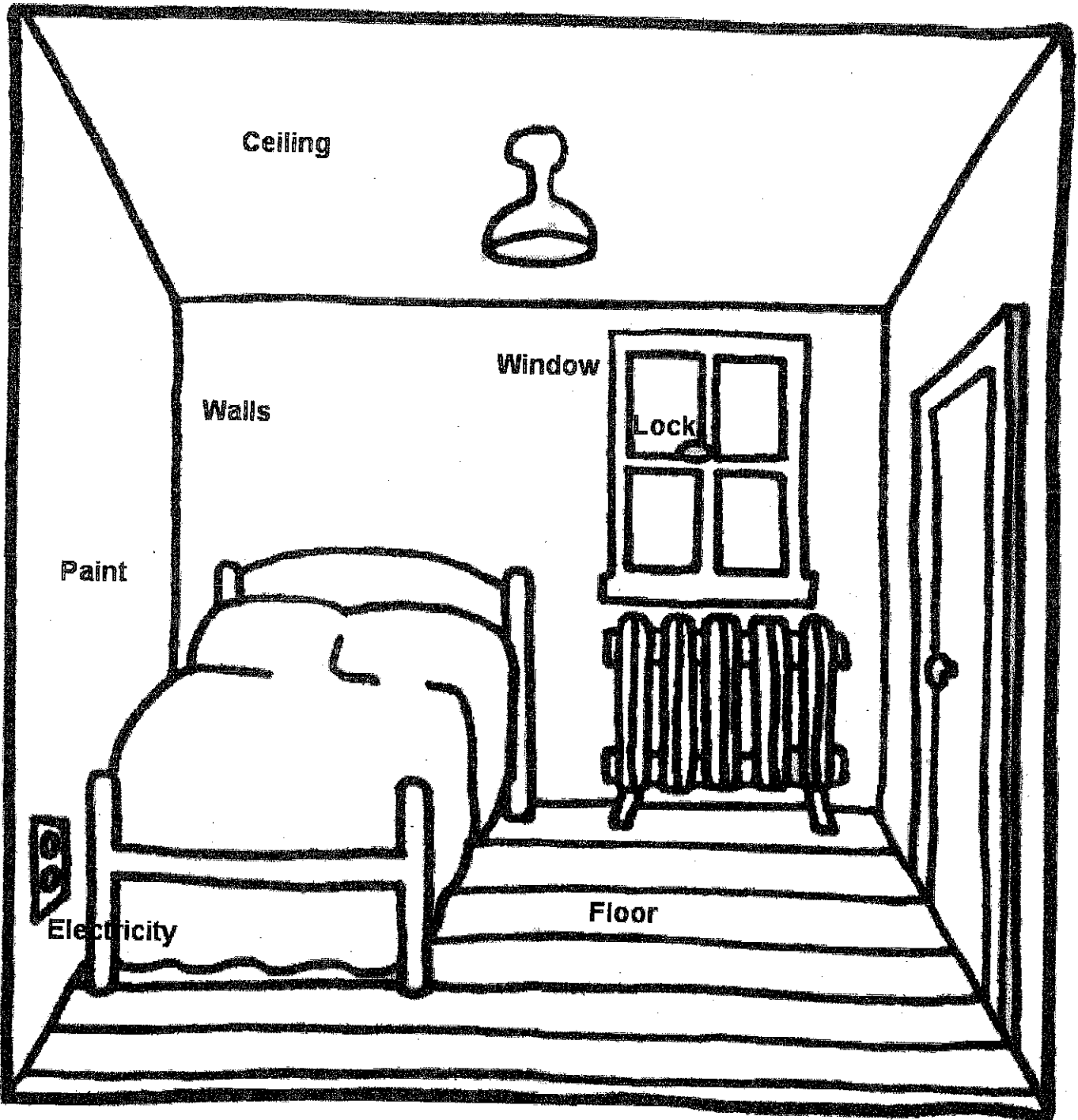
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



Ceiling

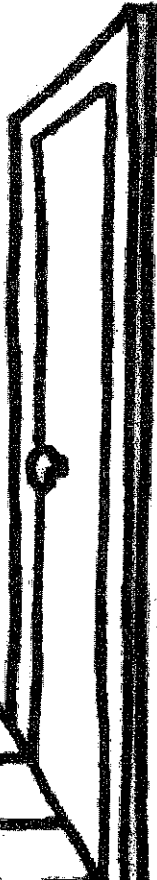
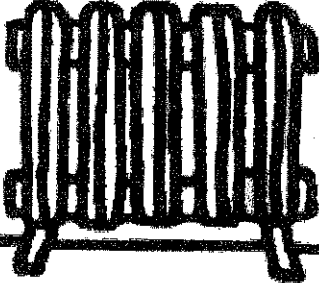
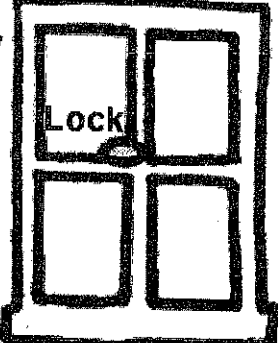
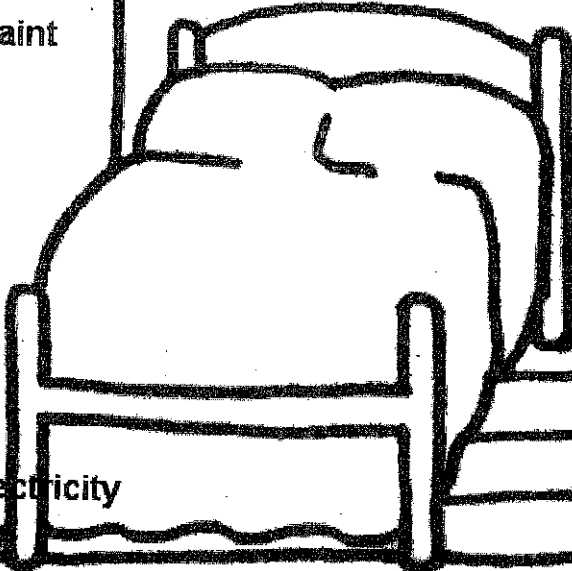


Window

Walls

Lock

Paint



Electricity

Floor

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

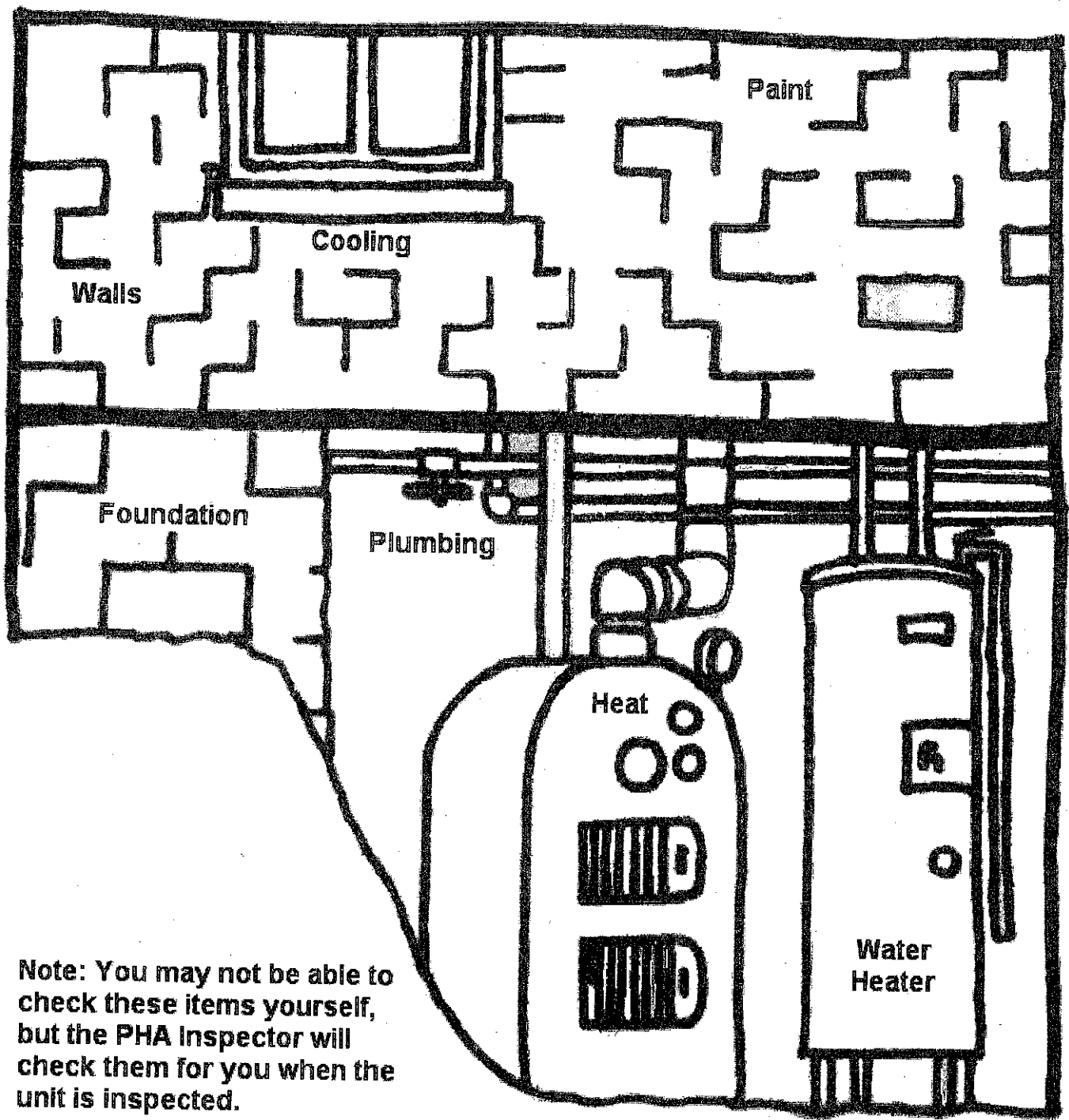
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

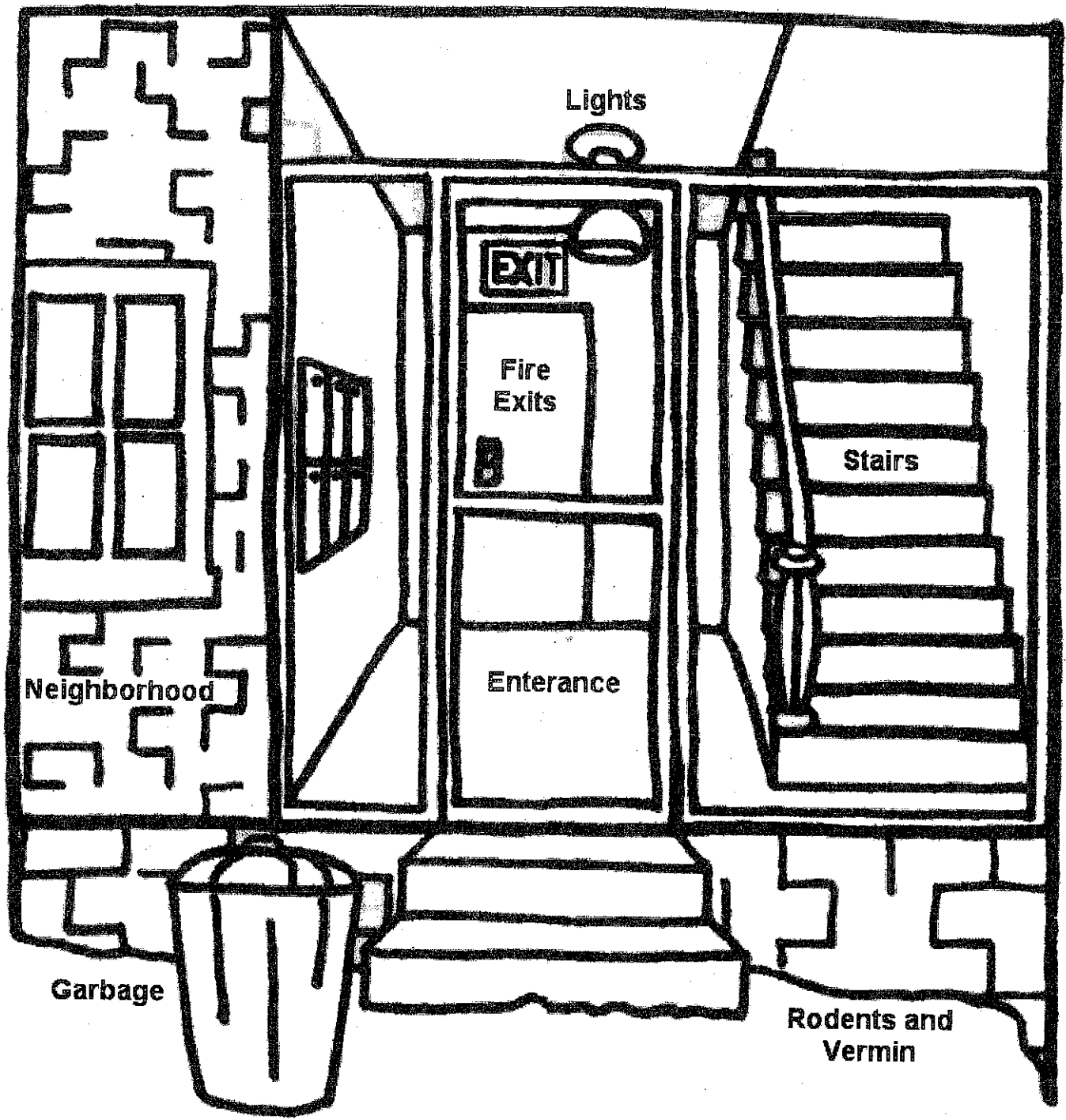
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
--Are there stores nearby?
--Are there schools nearby?
--Are there hospitals nearby?
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

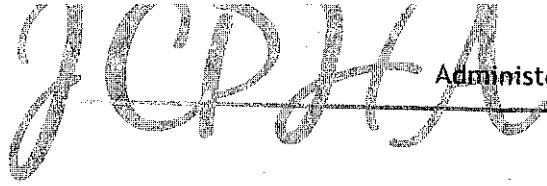
- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.



HOUSING CHOICE VOUCHER EXTENSION REQUEST FORM

Extension is for 30 days

Under the Housing Choice Voucher Program, participants have 60 days to find a suitable rental home when they are first issued a voucher, or when they have moved out of an assisted rental home. If you have not been able to locate a suitable rental home within this timeframe, you may request an extension. You must use this form, if you wish to ask for a 30 day extension. **An extension request must be received at least seven (7) calendar days before the expiration of your voucher, or your voucher transfer deadline. If you do not request an extension by this due date, your participation in the Housing Choice Voucher Program will be terminated.**

PLEASE USE THIS FORM BELOW TO REQUEST ADDITIONAL TIME TO SEARCH FOR A RENTAL HOME

Name of Head of Household: _____

Home Address: _____ Mailing Address: _____

Phone Numbers: Home: _____ Work: _____ Cell: _____

Email Address: _____

Please state the reason that you have not been able to locate a suitable rental home within 60 days:

Next steps:

When the JCPHA receives your Housing Choice Voucher Extension Request Form, we will evaluate your request. Extensions are not granted automatically. If your request is denied, and you have not submitted a Request for Tenancy Approval (RFTA) to the JCPHA by the voucher expiration or your voucher transfer deadline, your participation in the Housing Choice Voucher Program will be terminated.

If the JCPHA approves your request, you will receive up to 30 additional days to find suitable housing. However, if an extension is granted, in addition to submitting a RFTA on or before the last day of your extension period, your new rental home must pass inspection, and your lease must begin within seven (7) calendar days of your extension deadline. Therefore, even if you submit an RFTA within the designated timeframe, if the rental home is not available for inspection, does not pass inspection, or if any other factors delay the beginning of your lease more than 7 calendar days past your extension period, you will lose your housing assistance and be terminated from the program. Therefore, we strongly urge you to find a rental home and submit a RFTA as soon as possible.

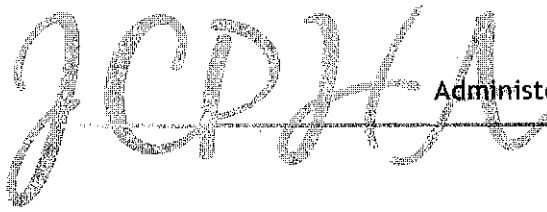
Print Head of Household Name

Signature of Head of Household

Date

HCV 502

Revised: 9/14



JCPHA's Request for Change Form

All change requests must be documented and the JCPHA has up to 30 days
(once the documentation has been received from the tenant) to process the request.

Please return to: JCPHA, 302 S. Joplin, P.O. Box 207; Joplin, MO 64802 or fax to: 417-627-2092
or email to: ccarter@escswa.org or ccogdill@escswa.org or sbingham@escswa.org or
cvanstory@escswa.org.

Date: _____

Head of Household's Name: _____

Address, City, State and Zip: _____

My Housing Assistance Coordinator's name is: _____

Please check the appropriate request and **ATTACH THE REQUIRED DOCUMENTATION:**

- Change in income (ie., wages stubs) No longer in need of housing assistance
- Change in household members Want to Move with continued assistance
- Other type of change or request (please list)

Please describe the reason for the change request indicated above:

Customer's Signature

Date

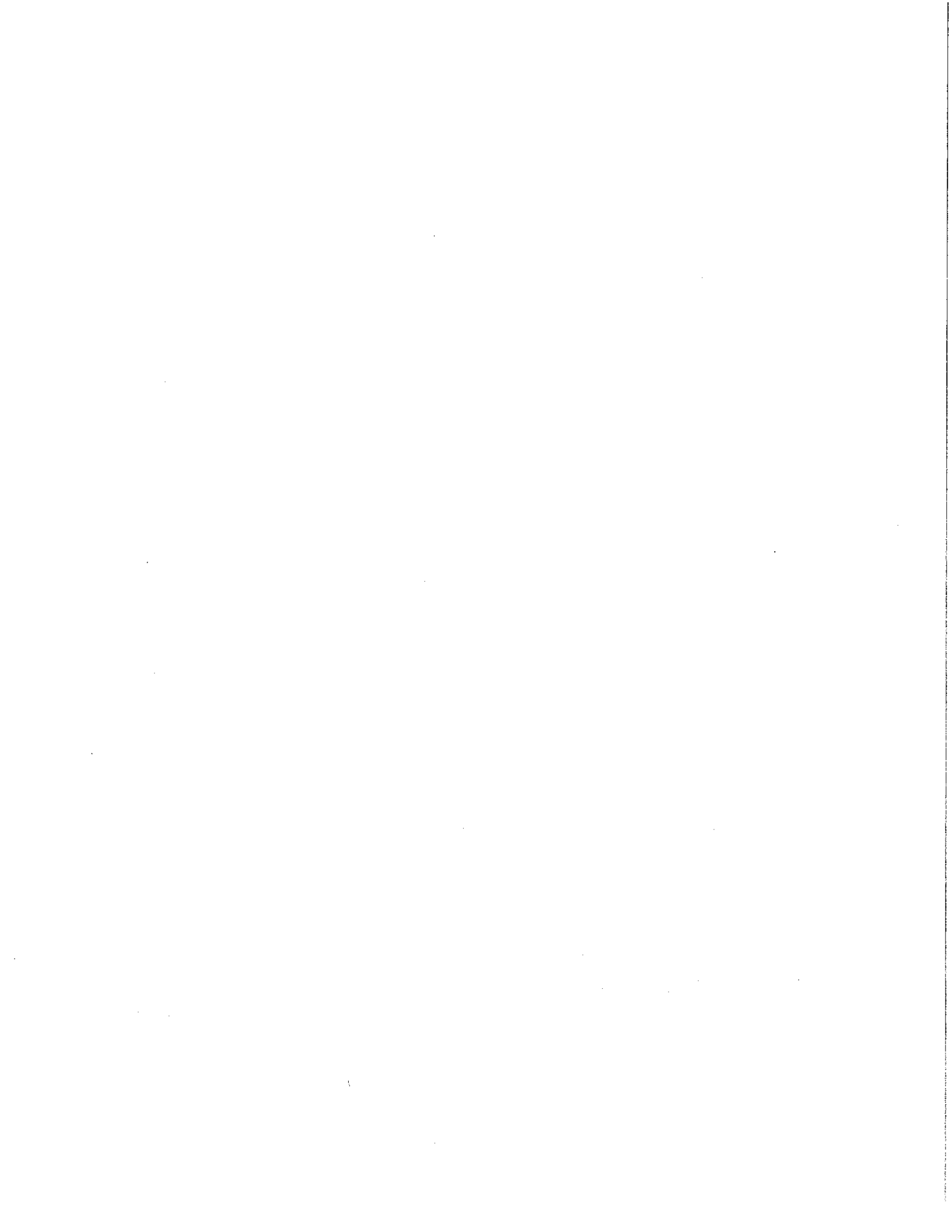
DO NOT WRITE IN THIS AREA... JCPHA STAFF ONLY

Date Received: _____ Documentation Attached? Yes No

JCPHA Staff Signature: _____

Comments _____

Housing forms 7/14



INFORMAL HEARING REQUEST

Please complete this form and return to the address listed below

Head of Household:
Address:

Phone:
Email:

I, _____, as Head of Household am requesting an informal hearing in regards to the termination of my housing assistance through the Housing Choice Voucher program operated by Jasper County Public Housing Agency (JCPHA)

I understand that this completed form must be received by JCPHA not later than 10 days from the date of this letter or _____. Failure to return the form by this deadline will result in my housing assistance being terminated and will not receive an informal hearing .

Further, I am requesting the following interpreter, reasonable accommodation or other special arrangement.

Interpreter (language being requested) _____
 Reasonable Accommodation _____
 Other _____

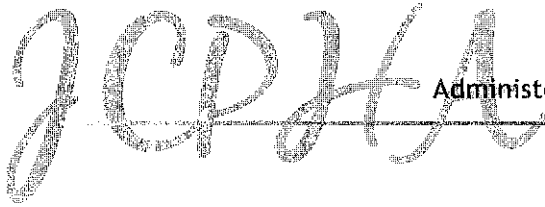
I understand that the informal hearing will be scheduled by the designated Informal Hearing Officer. After being scheduled, I will be sent notification by mail of the date, time and place of the informal hearing.

Tenant Signature

Date

Return this form to: Jasper County Public Housing Agency
Attn: Housing Department
302 S Joplin Avenue
Joplin, MO 64801

Or by fax: (417) 627-2092



Jasper County Public Housing Agency
Administered by Economic Security Corporation of Southwest Area

P.O. Box 207 • 302 South Joplin • Joplin, Missouri 64802
(417)781-0352 • fax (417)781-1234

**Request for a Reasonable Accommodation:
Must be returned in our office within 5 working days.**

You must certify the following ADA definition:

1. A physical or mental impairment that substantially limits one or more of the major life activities of an individual; or
2. A record of such impairment; or
3. Being regarded as having such impairment.

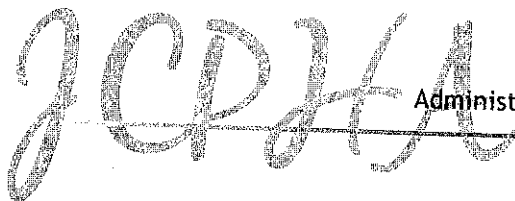
I, _____ certify that I meet the following definition listed above:

Please list the number and provide an explanation:

What type of accommodation are you requesting?

Signature/Applicant or Guardian: _____

Date: _____



Attention Housing Choice Voucher Participants

90-DAYS OR MORE FOR TERMINATION (EVICTION) NOTICE REQUIREMENT AND FORECLOSURE IS NOT GOOD CAUSE TO TERMINATE THE TENANCY

On May 20, 2009 a new federal law protecting your rights became law. Protecting Tenants at Foreclosure Act (PTAFA), Pub. L. No. 111-22 §§ 701-704.

Housing Choice Voucher participants have rights regarding eviction from units that have been foreclosed upon.

The person, who now owns your home as a result of the foreclosure, must follow these rules.

- **First:** if you have a lease for a fixed term, such as one year, and the lease has not expired, you have a right to remain in the unit and cannot be evicted (except for actions that you, members of your family or your guests take which constitute good cause) until the end of the lease term
- **Second:** if your lease ends in less than 90 days the new owner may not evict you without giving you at a minimum 90 days notice.
- **Third:** the new owner wanting the property vacant before they sell it is not good cause for terminating the tenancy or for eviction
- **Fourth:** there is one exception to the rule that you may not be evicted during the term of your lease. If the new owner who acquired the property at foreclosure wants to occupy the unit as his or her primary residence, that owner may give you a 90 day notice to vacate your home even if your lease runs for longer than 90 days.

If the new owner tells you that you have to leave, offers you money to leave or gives you a notice of eviction, you should contact Economic Security Corporation of Southwest Area dba **Jasper County Public Housing (JCPHA)**, tell us what is happening and give us a copy of any notice. You may also contact the local legal services office at 417-782-1650 or 1-800-492-7095.

If you have any questions about this notice please contact Economic Security Corporation's JCPHA at 417-781-0352, ask for the housing department.

Christy Carter
Housing Assistance Coordinator
417-627-2010

Casey VanStory
Housing Assistant Supervisor
417-627-2052



Jasper County Public Housing Agency (JCPHA)

302 Joplin Street

Joplin, MO 64802



Program Eligibility

2019

Effective 04/24/2019

Jasper and Newton County

<u>Family Size</u>	<u>50 % (Very Low)</u>
1 person	\$20,400
2 persons	\$23,300
3 persons	\$26,200
4 persons	\$29,100
5 persons	\$31,450
6 persons	\$33,800
7 persons	\$36,100
8 persons	\$38,450

Barton County

<u>Family Size</u>	<u>50 % (Very Low)</u>
1 person	\$19,350
2 persons	\$22,100
3 persons	\$24,850
4 persons	\$27,600
5 persons	\$29,850
6 persons	\$32,050
7 persons	\$34,250
8 persons	\$36,450

McDonald County

<u>Family Size</u>	<u>50 % (Very Low)</u>
1 person	\$19,350
2 persons	\$22,100
3 persons	\$24,850
4 persons	\$27,600
5 persons	\$29,850
6 persons	\$32,050
7 persons	\$34,250
8 persons	\$36,450

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

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

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

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

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

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

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
- (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

**Housing Assistance Payments Contract
(HAP Contract)**

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

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

**Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**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.

INFORMATION ONLY

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

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



Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

**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 B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach 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. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) 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 HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
 - (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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- 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.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

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.

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 the Fair Housing Act or other Federal equal opportunity requirements.

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. Reserved

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

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
- (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standard for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

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

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

- (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.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

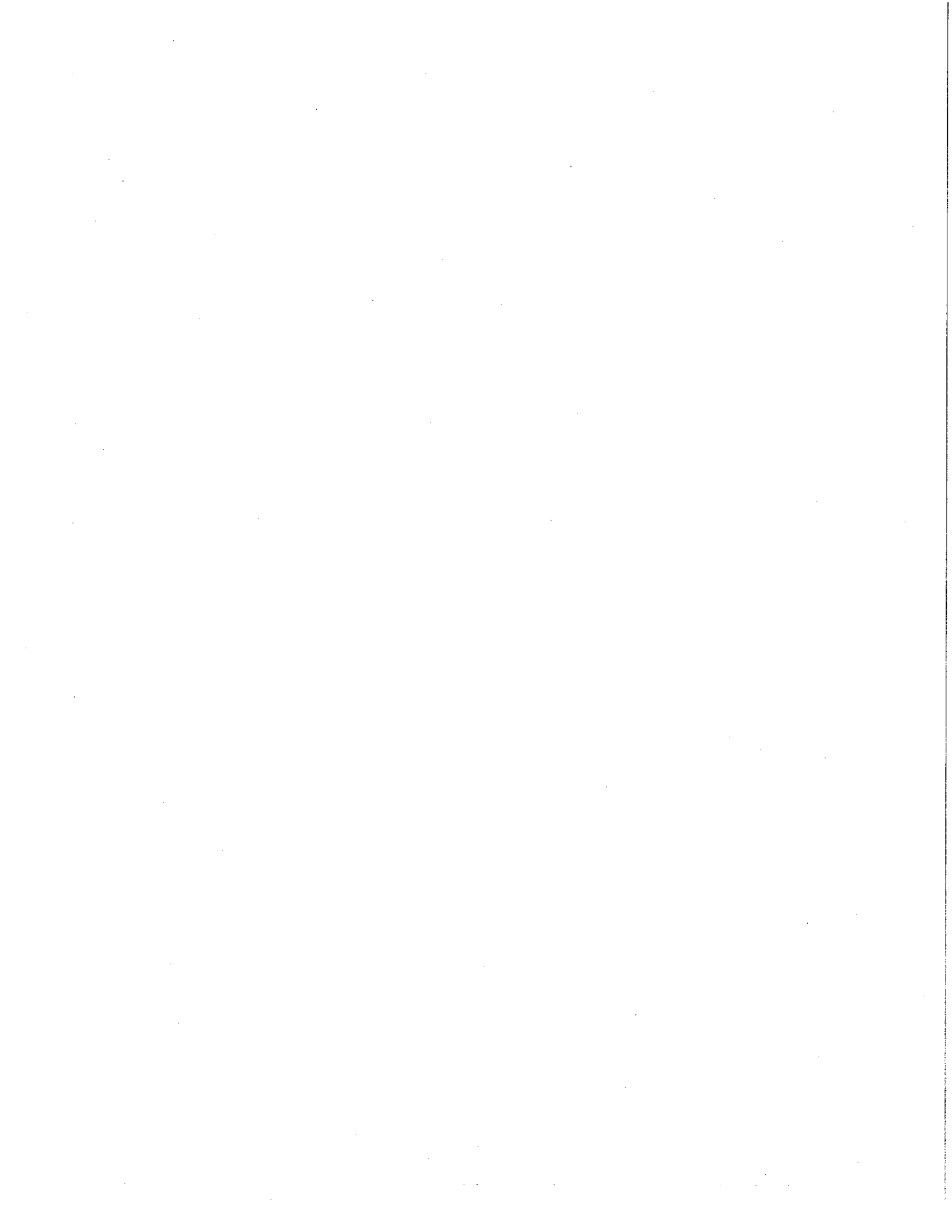
Program. The Section 8 housing choice voucher program.

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

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

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

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



Are You a

Victim of

Housing

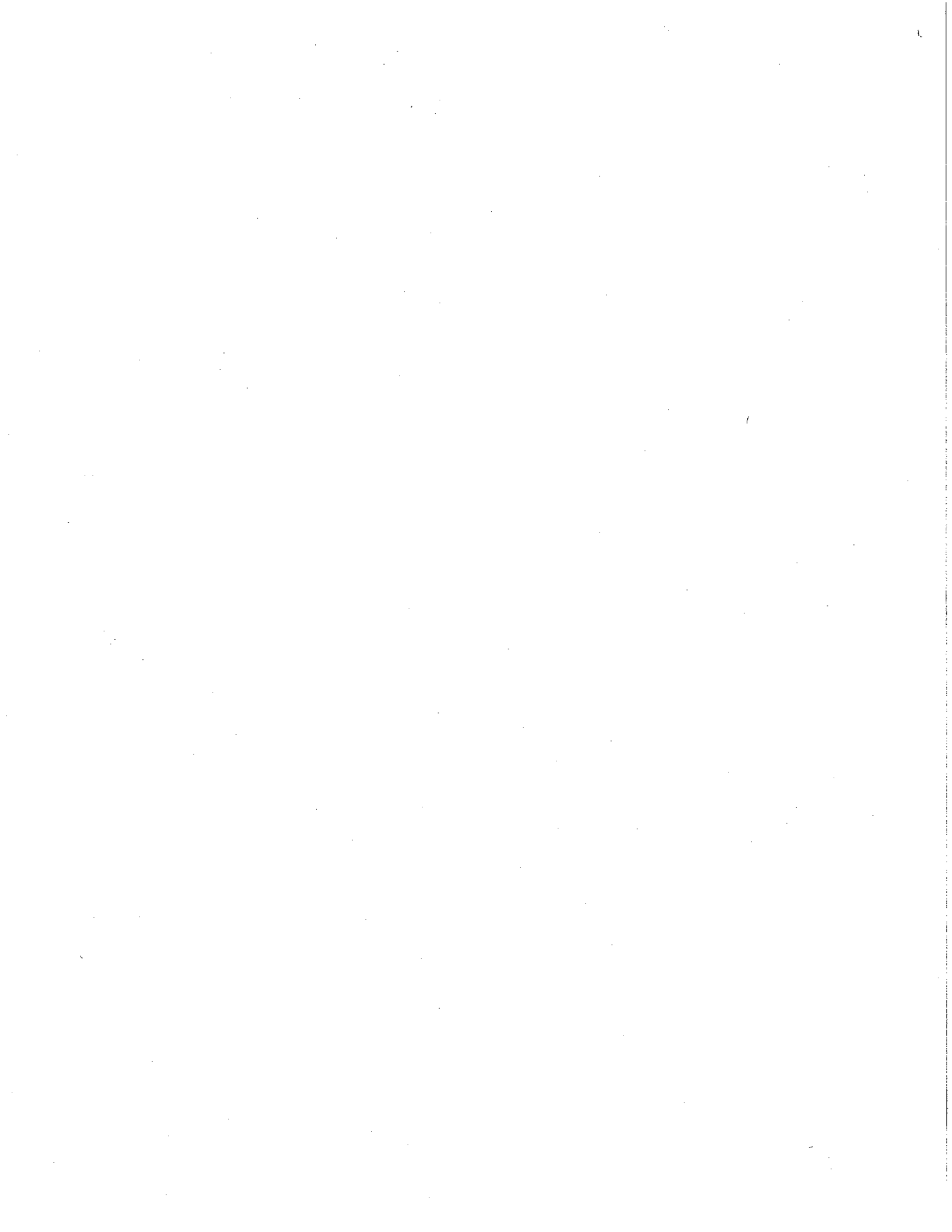
Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights...you may have experienced unlawful discrimination.



U.S. Department of Housing and Urban Development



PLACE
POSTAGE
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

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

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

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

What happened to you?

How were you discriminated against?

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

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

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

Why do you think you are a victim of housing discrimination?

Is it because of your:

- race - color - religion - sex - national origin - familial status (families with children under 18) - disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

Was it a landlord, owner, bank, real estate agent, broker, company, or organization?

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

Identify who you believe discriminated against you.

Name _____

Address _____

Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address _____

City _____

State _____

Zip Code _____

When did the last act of discrimination occur?

Enter the date

____/____/____

Is the alleged discrimination continuing or ongoing?

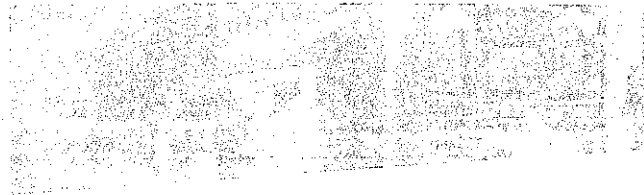
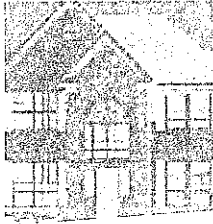
Yes

No

Signature _____

Date _____

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



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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

Date you mailed your information to HUD: _____/_____/_____

Address to which you sent the information:

Office _____ Telephone _____

Street _____

City _____ State _____ Zip Code _____

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

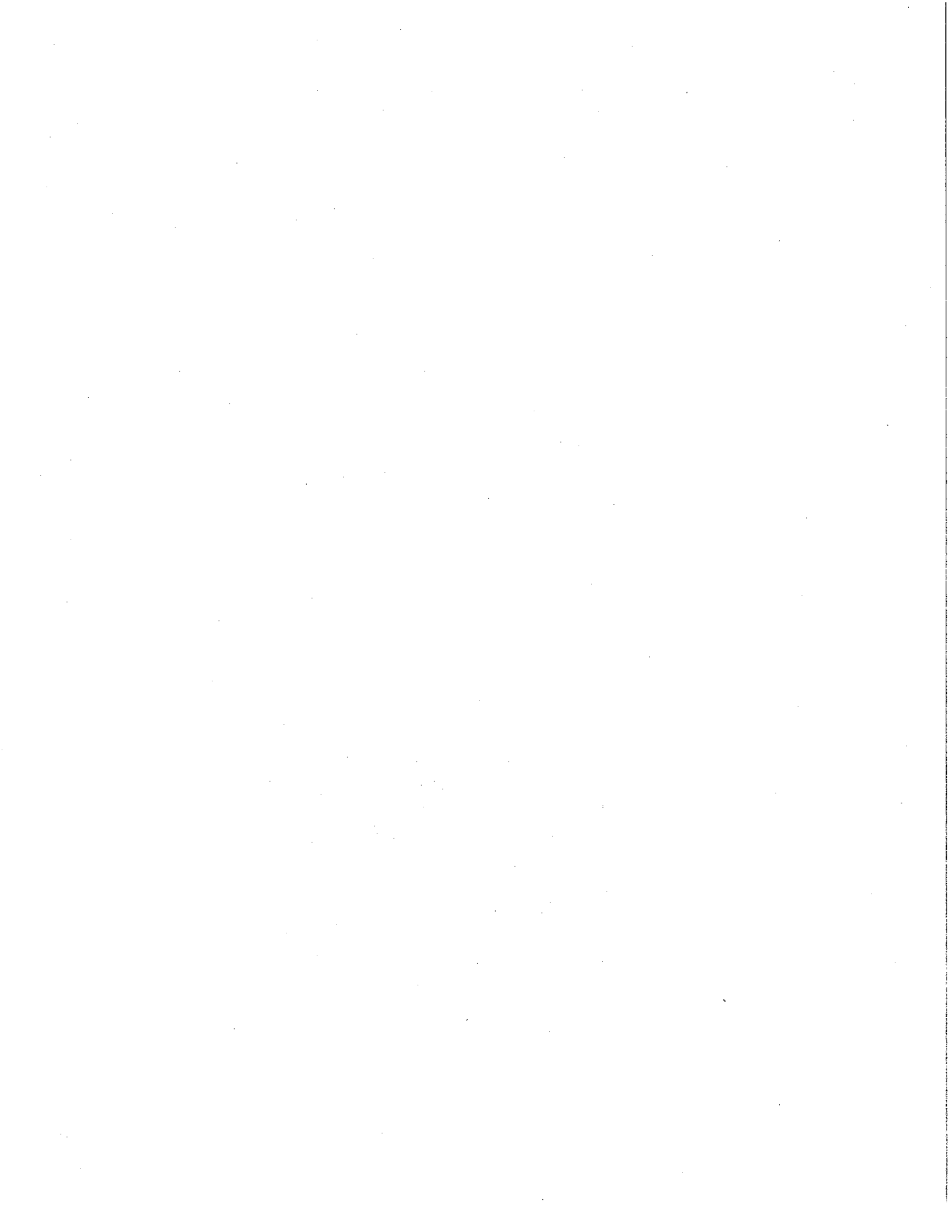
Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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



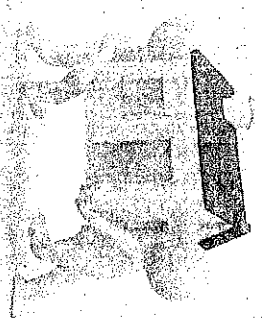
How Portability Works

What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (the initial PHA).

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.



What Happens Next?

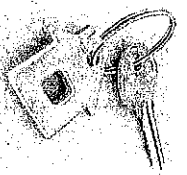
1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.

Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

How Portability Works



Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

See front for more details

Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.

3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA.

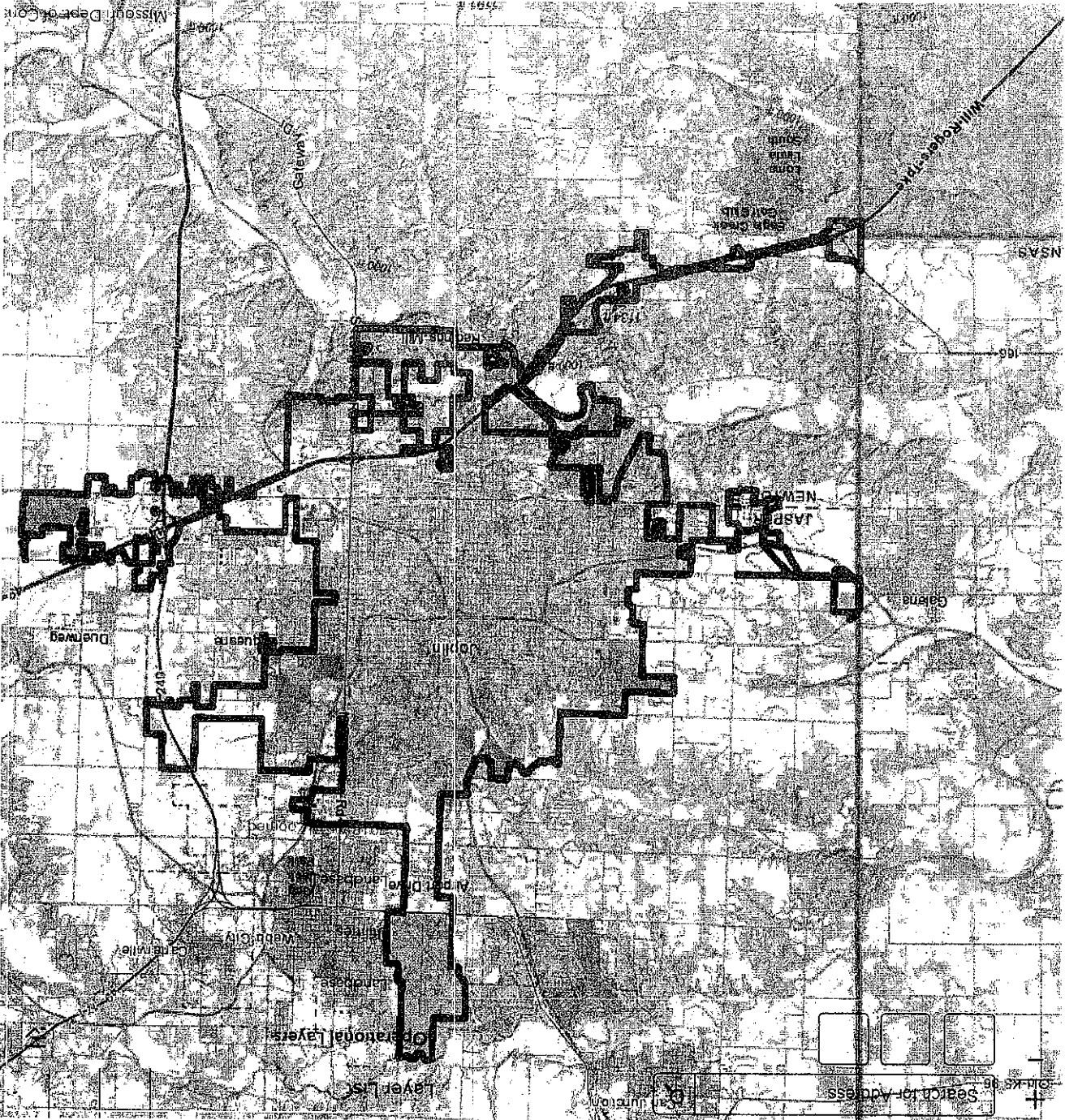
PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to,

the Fair Housing Act, Section 504 of the of the Rehabilitation Act,

Title VI of the Civil Rights Act, and title II of the Americans with

Disabilities Act

See front for more details



City of Joplin, Missouri

Joplin Web Map

Search for Address

Map Function

Layers

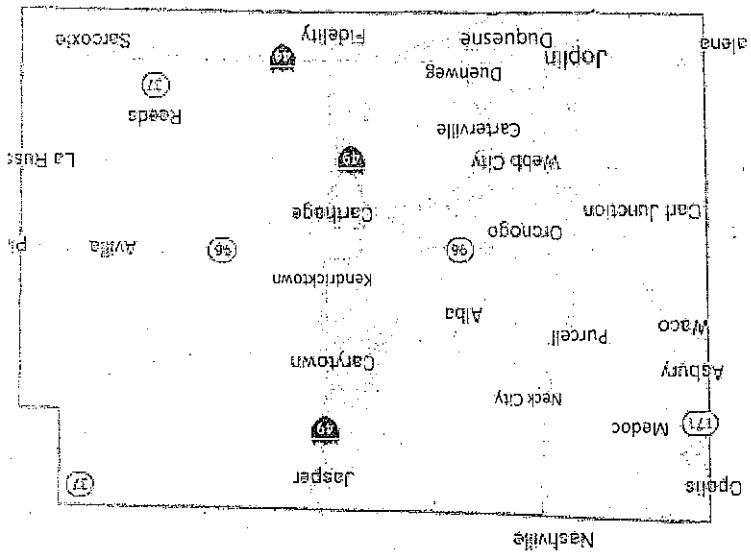
Operational Layers

Legend

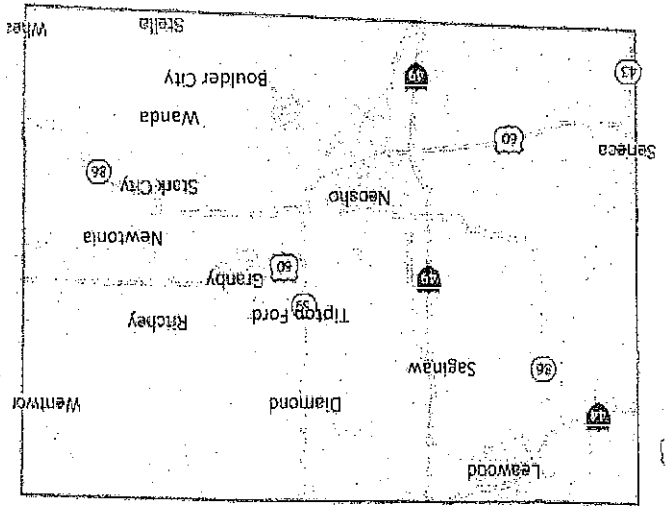
Scale

Print

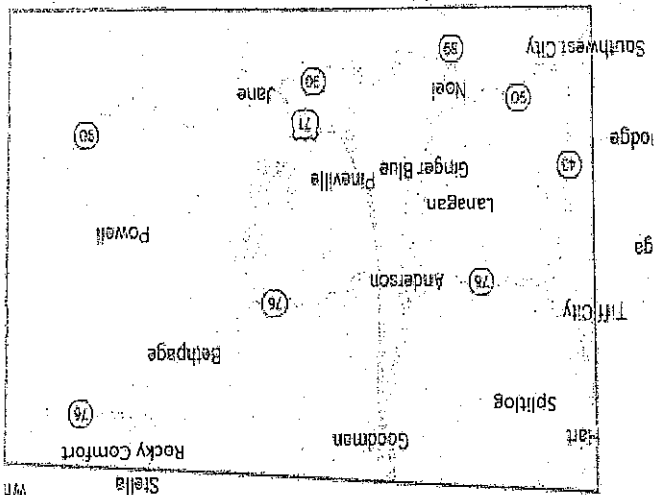
Home



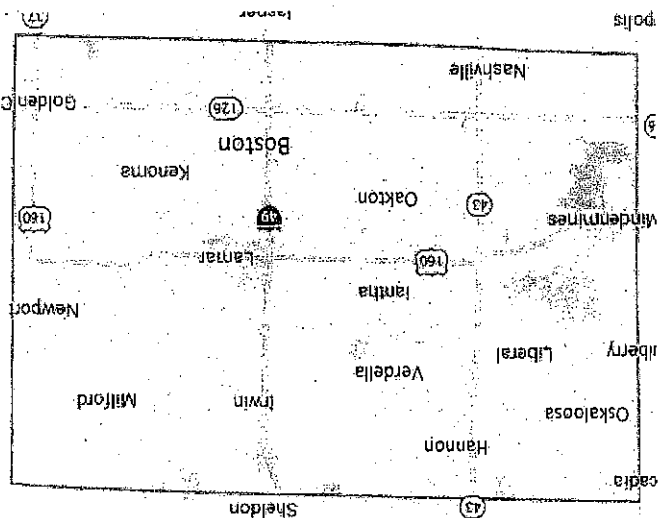
Jasper County



Newton County



McDonald County



Barton County

Missouri's Landlord-Tenant Law

THE RIGHTS & RESPONSIBILITIES OF LANDLORDS & TENANTS



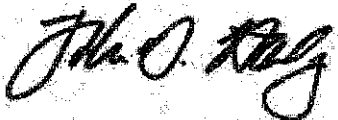
Missouri Attorney General
JOSH HAWLEY

Introduction

Disputes between landlords and tenants are common, and many could be avoided if both parties better understood Missouri law and were more aware of their rights and responsibilities.

To help Missourians become better informed, I am glad to provide this basic guide on Missouri's Landlord-Tenant Law and the rental process.

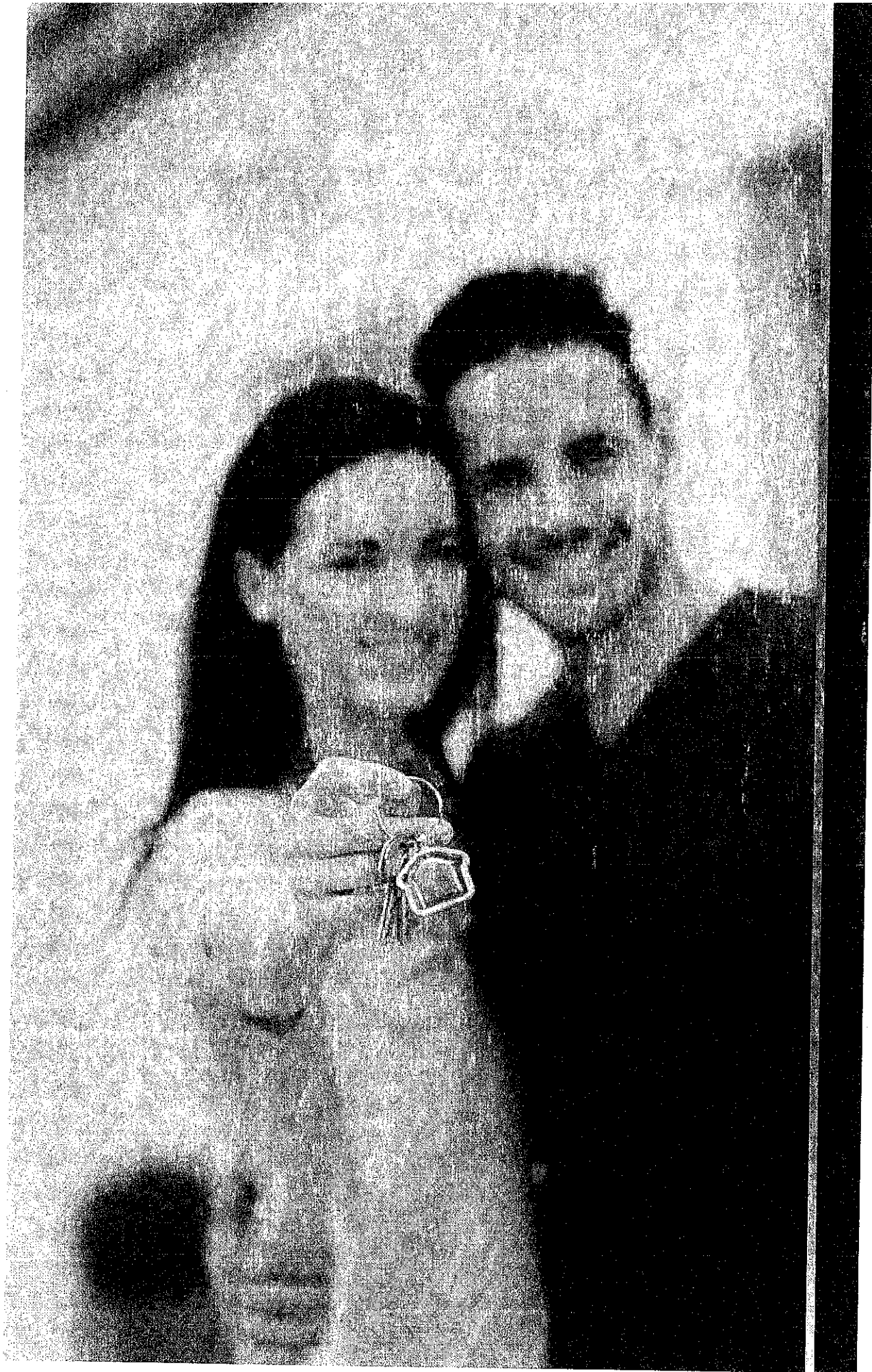
Sincerely,



Joshua D. Hawley
Attorney General

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General Obligations

Landlord-tenant disputes are a common occurrence in the renting process. Some of these disputes could be avoided if landlords and tenants were aware of their rights and responsibilities.

Tenants should:

- Pay rent on time.
- Use reasonable care and not damage property.
- Properly dispose of garbage.
- Refrain from taking on additional occupants or subleasing without the landlord's written permission.

Landlords should:

- Make property habitable before tenants move in.
- Make and pay for repairs due to ordinary wear and tear.
- Refrain from turning off a tenant's water, electricity or gas.
- Provide written notice to tenants when ownership of the property is transferred to a new landlord.
- Not unlawfully discriminate.

PUT IT IN WRITING

The best way to avoid later problems is to address issues in a lease. Put it in writing who has to mow the lawn, fix a clogged sink or pay the utility bills.

Missouri's Law

Missouri's landlord-tenant laws offer protection for tenants renting from unresponsive landlords as well as options for landlords to get rid of drug dealers, destructive tenants and persons unlawfully occupying a premises.

State statutes:

- Authorize county courts to order the quick removal of tenants involved in drug-related criminal activity or violence even when there is no arrest, and persons occupying the property without the landlord's permission. Prior written notice is not required.
- Allow landlords to remove abandoned personal items once they have complied with notice requirements.
- Make a landlord guilty of forcible entry for willfully interrupting utility service, unless it is done for health and safety reasons.
- Allow a tenant, under certain circumstances and after giving a landlord 14 days' notice, to deduct one-half month's rent or up to \$300 (whichever is greater) for repair of code violations when a landlord neglects property.
- Allow a landlord to double the rent when a tenant lets another person take over the premises without the landlord's permission.
- Limit occupancy to two persons per bedroom except for children born during the lease period.



The Lease

Renters are bound either by an oral or written agreement.

WRITTEN AGREEMENT

Written agreements are more common and better protect the tenant and the landlord.

When a lease is signed by both parties, it becomes a binding legal contract. If any party does not fulfill the terms of the lease, the person who defaults can be sued, which can be expensive.

A tenant is not excused from honoring a lease simply because he does not understand or did not read it.

When considering a written lease agreement, tenants should:

- Read the entire contract and ask questions or obtain a legal opinion about unclear provisions.
- Ask for changes. If tenants dislike certain provisions in the lease, they have the right to ask landlords to amend the lease with written changes.
A landlord has the right to refuse the requested change, and the tenant must then decide whether to sign the lease.
- Do not rely on verbal statements. All promises and agreements should be in writing for your protection.

BASIC LEASE PROVISIONS

At a minimum the lease should include:

- Landlord's name, address and phone number.
- Address of rental property.
- Amount of monthly rent.

- Rent due date and grace period (if any).
- Amount of security deposit and conditions for its return.
- Length of lease.

OTHER QUESTIONS

Before renting, tenants might get other questions answered or address them in the lease:

- Who will pay for electricity, gas and water?
- What repairs and cleaning will the landlord do?
- What is the policy on keeping pets?
- Are fees charged for late payments?
- Who takes care of the yard and removes snow?



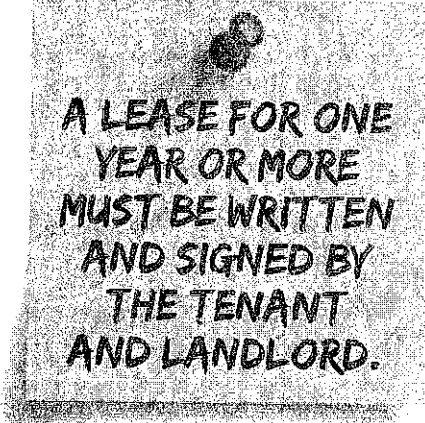
ORAL AGREEMENT

An oral agreement obligates the landlord and tenant for only one month. A landlord can evict the tenant or raise rent with only one month's notice. Likewise, the tenant can give notice to vacate on one month's notice.

(One month's notice means a full calendar month, and must include a full rental period. For example: If your rent is due on the third day of the month, your rental period runs from the third of the month to the third of the following month.)

The tenant or landlord must give written notice to terminate the tenancy.

Oral notice from either party to the other is not valid.



**A LEASE FOR ONE
YEAR OR MORE
MUST BE WRITTEN
AND SIGNED BY
THE TENANT
AND LANDLORD.**

LANDLORD CAN END LEASE

A landlord can end a lease:

- When a tenant doesn't pay rent.
- At the end of a written lease.
- When a tenant damages property.
- When a tenant violates a condition of a written lease.
- When a tenant is involved in criminal activity.

Expiration of Lease

Leases specify a date on which the tenant must move. Neither the landlord nor tenant is required to give notice.

Some leases contain an automatic renewal clause. These are automatically renewed unless the tenant notifies the landlord he will move when the lease ends.

Any agreement between a tenant and landlord allowing the tenant to stay after the lease ends should be in writing. Otherwise if there is a disagreement, the tenant may be charged double rent.

MILITARY PERSONNEL PROVISIONS

Active-duty members of the armed forces may end a lease with 15 days' notice if they:

- Receive a permanent change of station.
- Receive temporary duty orders to a station at least 25 miles away for 90 days or more.
- Are discharged or released from active duty.
- Are ordered to live in government-supplied quarters.

Under these conditions, a tenant is entitled to a full refund of the security deposit if other lease provisions have been met. Tenants in the military may have additional rights under the Service Members Civil Relief Act.

CYBER LAW

You can find the state statutes at www.moga.mo.gov/. Chapters 441, 534 and 535 address landlord-tenant issues.

Subleasing

If a tenant wishes to move out before a lease ends, he may choose to sublease. This means leasing your lease to another person who moves in and pays rent to you or to the landlord.

Before subleasing to another individual, the tenant must get the landlord's approval. Missouri law allows the landlord to double the amount of rent if a tenant subleases without approval.

If you sublease, you still are responsible to your landlord for the original lease payments and other terms. You can be held responsible for any problems created by the new tenant.

If a tenant needs to move out before the lease terminates, the lease may be canceled only if the landlord agrees. The tenant and landlord should sign a statement that the lease has been canceled by mutual agreement.

Bottom Line: You need a written agreement to sublease or cancel your lease.

Security Deposit

Under Missouri law, a landlord cannot charge more than two months' rent as a security deposit.

At the end of the lease, the landlord has 30 days to return the security deposit with an itemized list of damages for which any portion of the deposit is kept.

During that 30-day period, the landlord must provide reasonable notice to the tenant of the time and date when the landlord plans to inspect the dwelling.

The tenant has the right to be present during the move-out inspection, which must be conducted at a reasonable time.

To avoid last-minute problems, tenants should ask the landlord in what condition he expects the unit to be left. Then allow plenty of time for cleaning.

The landlord may keep all or part of a deposit to pay for actual damages (not for normal wear and tear), unpaid rent, or lost rent due to the tenant moving out without adequate notice.

The tenant may not use the security deposit to pay the last month's rent.

Remember to give the landlord your forwarding address in writing. Otherwise, he may not be able to send your deposit. (When moving, it is also a good idea to provide a "forwarding order" to the post office.)

If the landlord has wrongfully withheld all or part of a deposit, the tenant may sue to recover up to twice the amount wrongfully withheld.

Repairs

One way to avoid problems with repairs is to have a written agreement, preferably in your lease. The agreement should state which repairs are the landlord's responsibility and which are the tenant's.

The landlord should be responsible for repairs caused by ordinary wear and tear and natural forces such as the weather. Tenants should pay for damages resulting from their own negligence or the negligence of a guest.

If repairs are needed, ask the landlord to make repairs within a reasonable period of time. If repairs are not made, make a written request for the necessary repairs and keep a copy of the letter.

If the repairs still are not made, the tenant may seek legal assistance. If the dwelling becomes unsafe due to the repair problems, the tenant should contact local health or housing authorities.

If a tenant withholds rent payments until repairs are completed, the renter may be in violation of the lease and may be subject to eviction.

In most circumstances, a tenant has no right to withhold rent. Missouri law provides only a very narrow exception to this rule for dangerous or unsanitary conditions that a landlord fails to fix.

Only under these very limited circumstances may the tenant make the necessary repairs and deduct the cost from rent:

- The condition affects the sanitation, security or habitability of the property and violates city code.

(If the landlord disputes this, a tenant must obtain written verification from city inspectors as to the code violation.)

- The tenant has lived on the property for at least six consecutive months.
- The tenant has paid all rent owed.
- The tenant is not in violation of the lease.
- The tenant has provided written notice to the landlord of the problem and the tenant's plan to fix it.
- The tenant has allowed at least 14 days for the landlord to respond to the notice.

If the landlord still does not fix the code violation within 14 days of receiving the city's notice, then the tenant can proceed with the repairs.

The amount of the repair must be verified by receipts. In most cases, the cost of repair must be less than \$300 or one-half month's rent (whichever is greater).



Eviction

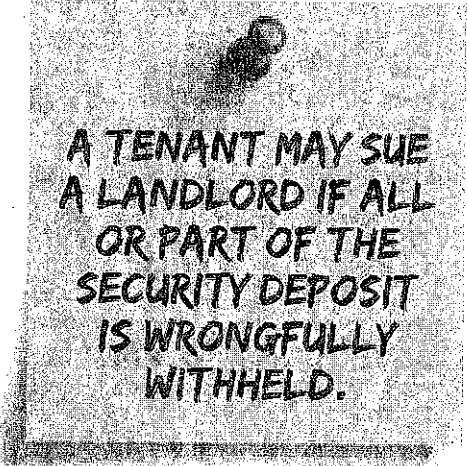
A landlord may not evict a tenant without a court order.

The landlord may begin eviction proceedings if a tenant:

- Damages property.
- Fails to pay rent.
- Violates the terms of the lease.
- Injures the lessor or another tenant.
- Allows drug-related criminal activity on the premises.
- Fails to vacate at the end of the lease term.
- Gambles illegally on the property.
- Allows a person to reside on the property whom the landlord has previously excluded.

The tenant will receive a notice that an eviction lawsuit has been filed and will have the opportunity to be heard in court before any eviction.

Missouri law also allows landlords to remove persons who are not lawfully occupying the property.



**A TENANT MAY SUE
A LANDLORD IF ALL
OR PART OF THE
SECURITY DEPOSIT
IS WRONGFULLY
WITHHELD.**

Discrimination

Landlords cannot refuse to sell, rent, sublease or otherwise make housing available based on a renter's race, color, religion, sex, disability, familial status or national origin.

Landlords also cannot charge some individuals higher rent or falsely state that housing is not available for discriminatory reasons.

However, there are some exceptions to these rules. If you believe you have been a victim of housing discrimination, contact one of these agencies:

Missouri Human Rights Commission

Toll-free: 877-781-4236

Jefferson City: 573-751-3325

St. Louis: 314-340-7590

U.S. Department of Housing and Urban Development

Housing Discrimination Hotline: 800-669-9777

Housing Authority of Kansas City

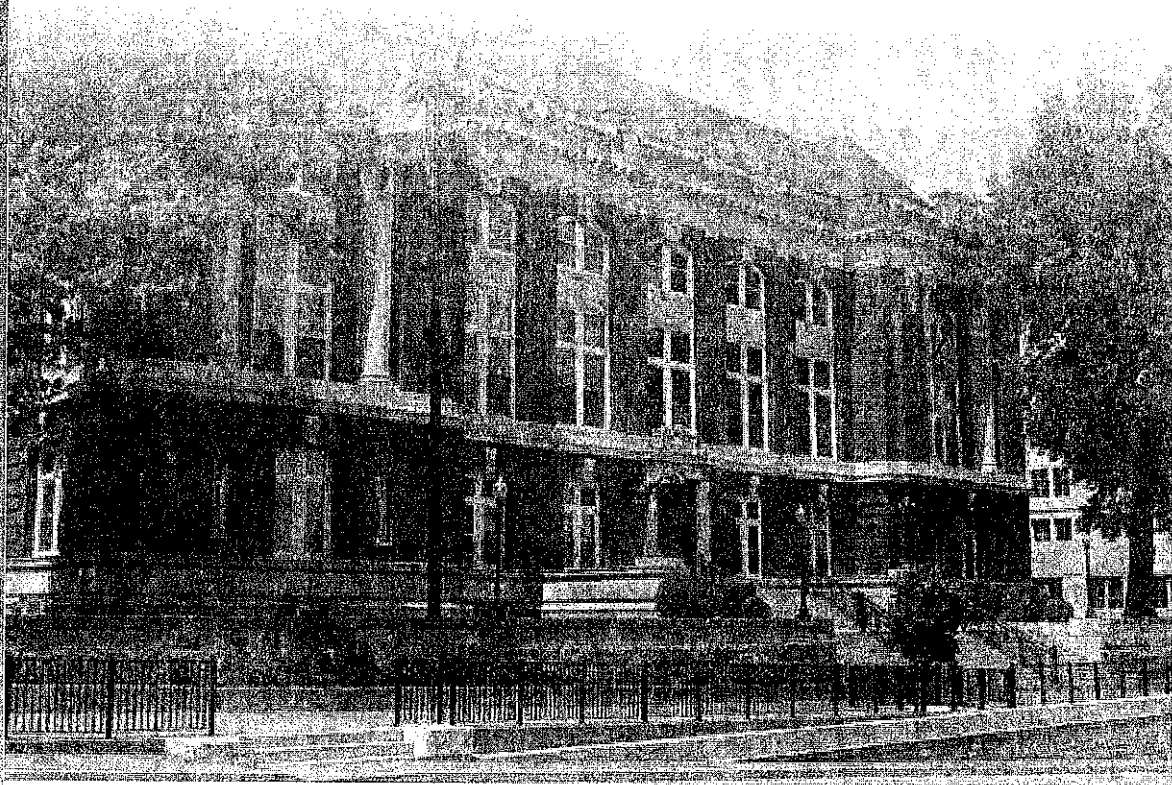
For residents of Kansas City: 816-968-4100

Metropolitan St. Louis Equal Housing Opportunity Council

For residents of St. Louis city and St. Louis, St. Charles, Franklin and Jefferson counties: 314-534-5800 or 800-965-3462

Publications

The Missouri Attorney General's Office publishes information on a variety of topics. These brochures may be accessed at ago.mo.gov.





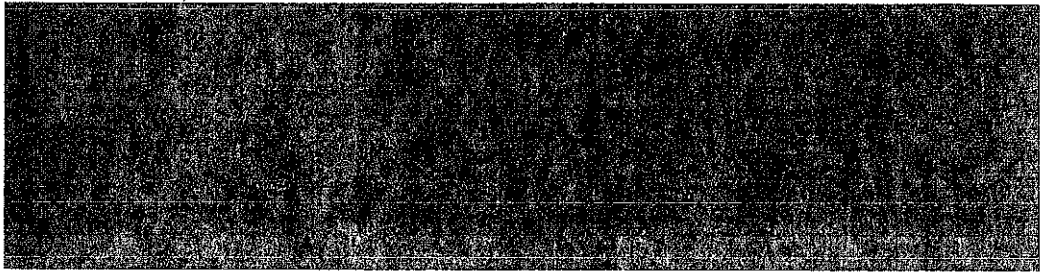
**OFFICE OF ATTORNEY GENERAL
JOSH HAWLEY**

P.O. Box 899

Jefferson City, MO 65102

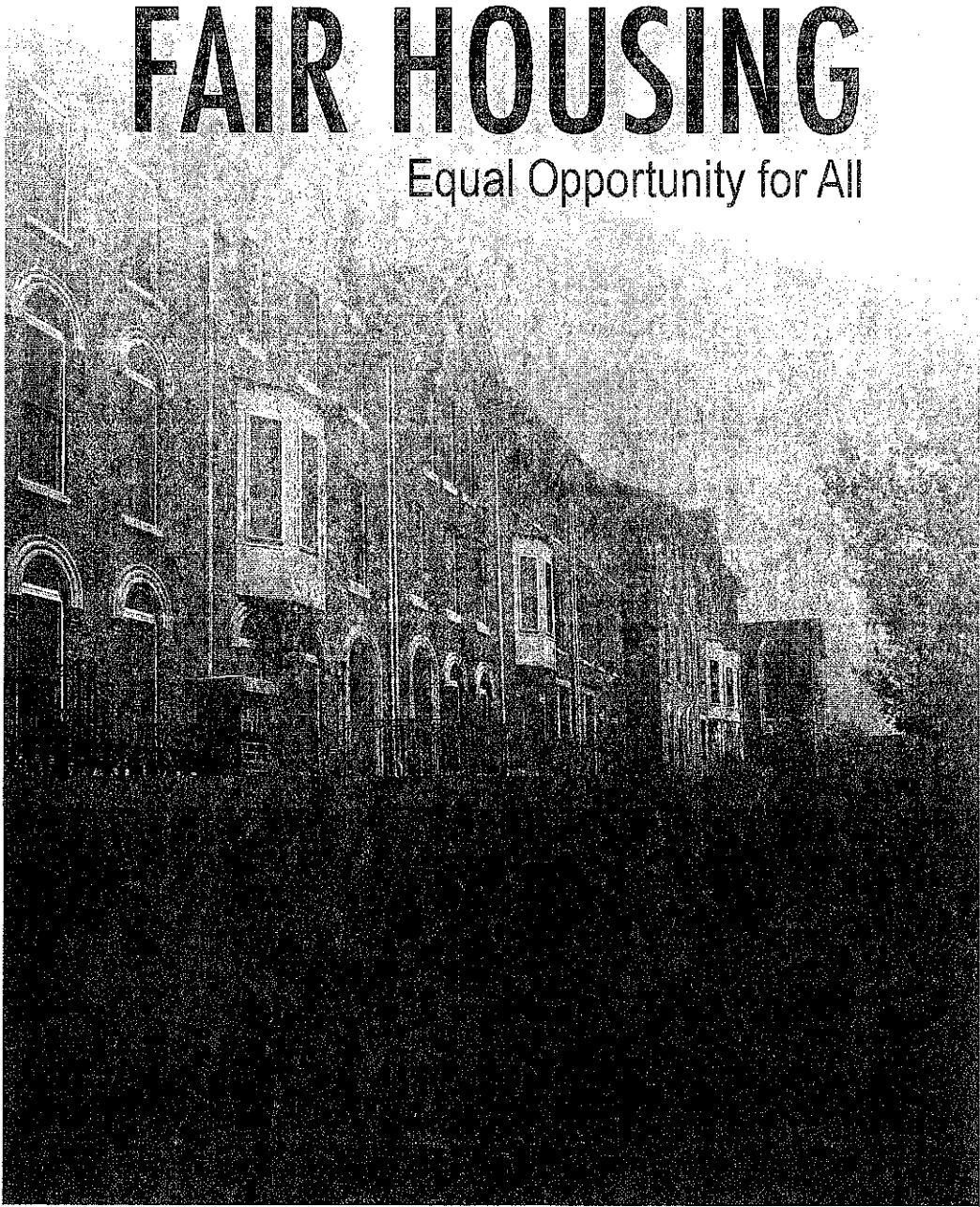
ago.mo.gov

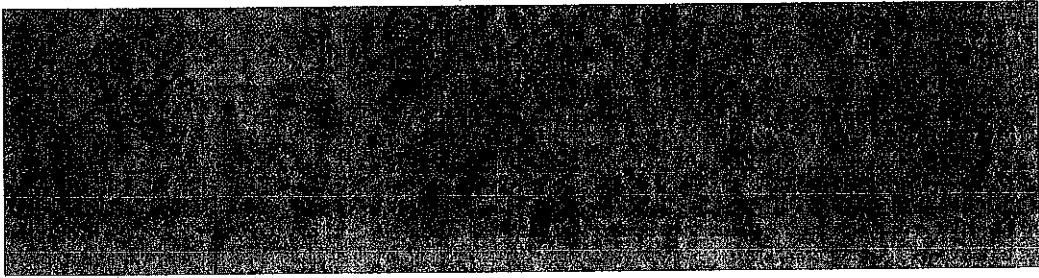
Revised April 2017



FAIR HOUSING

Equal Opportunity for All





FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

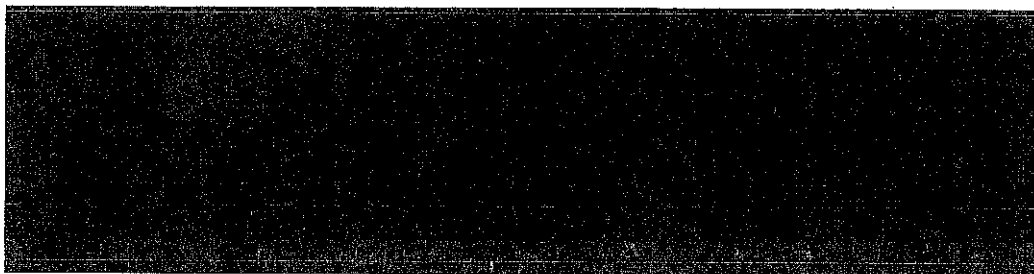
Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

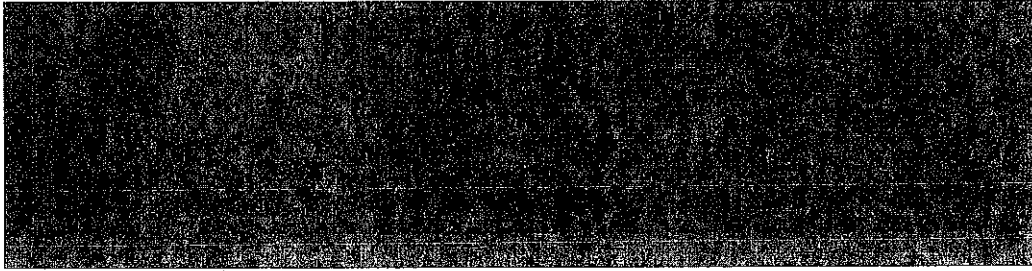
Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W., Washington, D.C. 20410-2000





THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

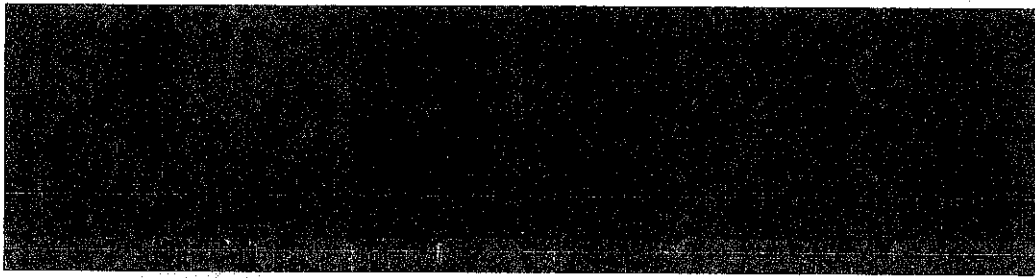
WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

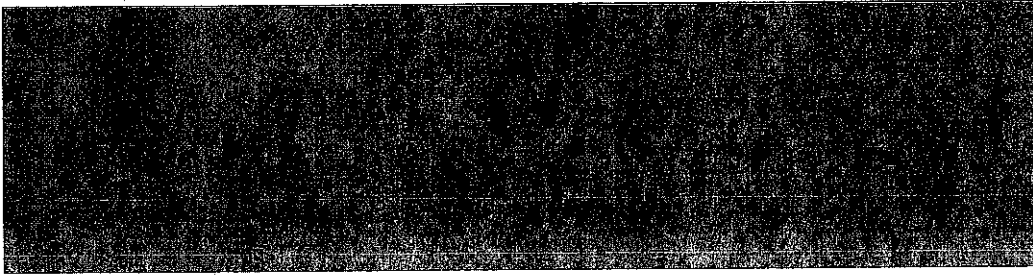
- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental



- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling



- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

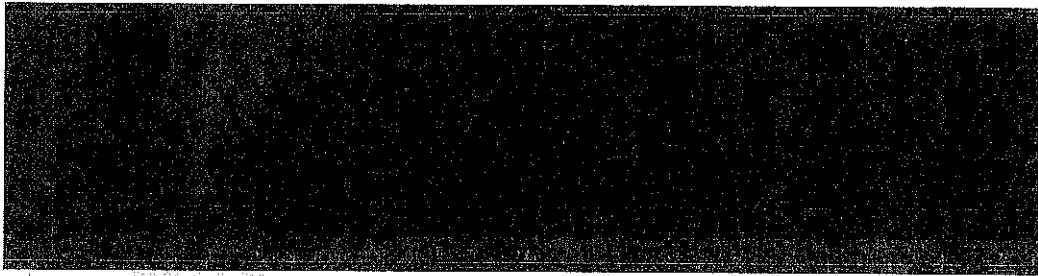
ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.



However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.



The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

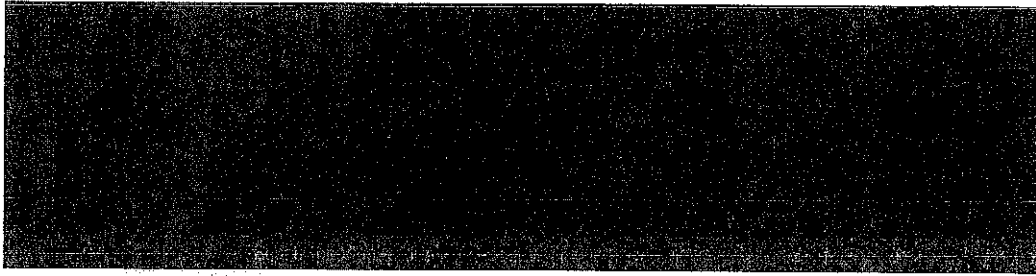
Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and



- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and
- the facility or community must comply with HUD's regulatory requirements for age verification of residents.

The "housing for older persons" exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

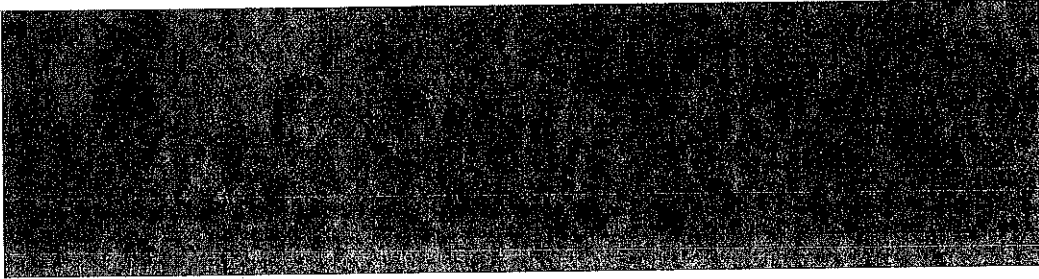
IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:



BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

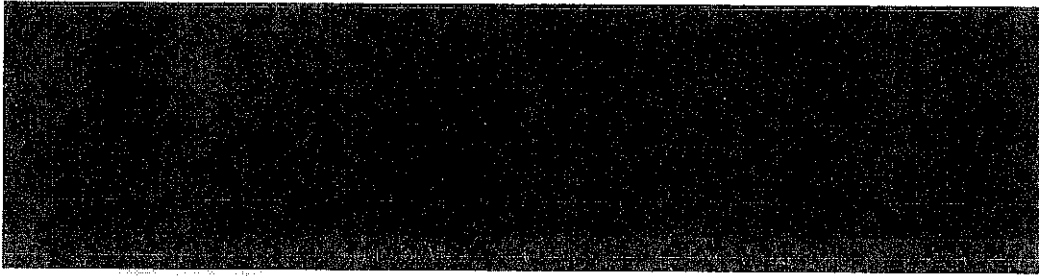
(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:



ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091 x2493
Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143

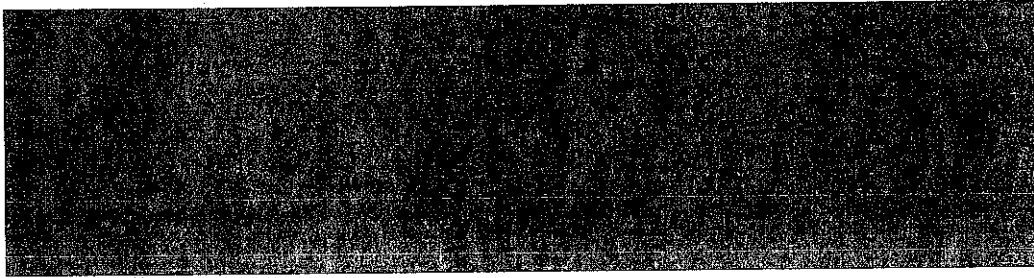
For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE



(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:

DENVER REGIONAL OFFICE

(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

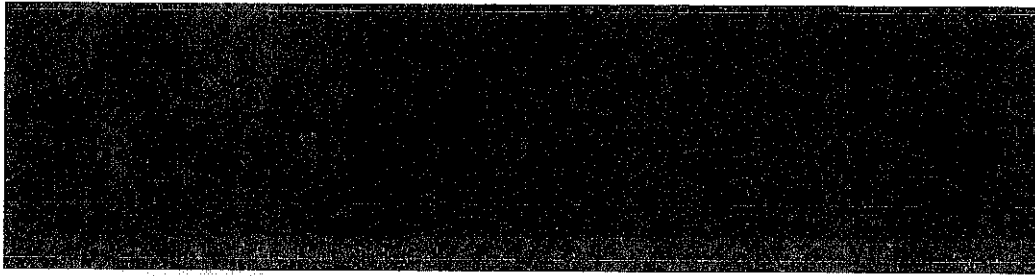
SAN FRANCISCO REGIONAL OFFICE

(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185



If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

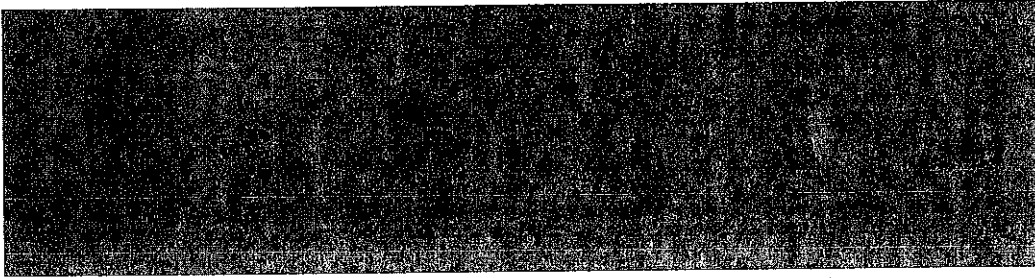
- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.



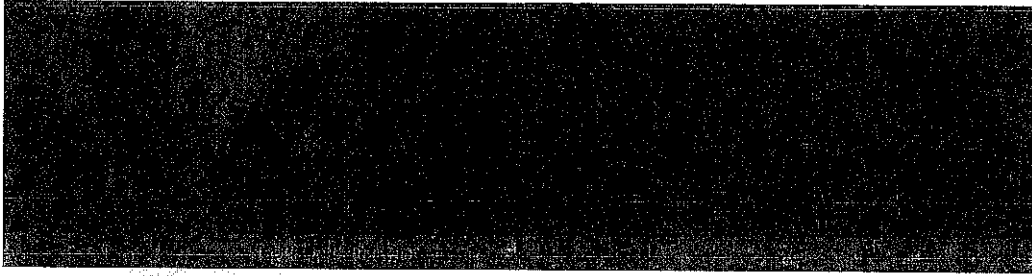
A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are "substantially equivalent" to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the "substantially equivalent" State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD's referral, or HUD may retrieve ("reactivate") the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I'M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD's investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:



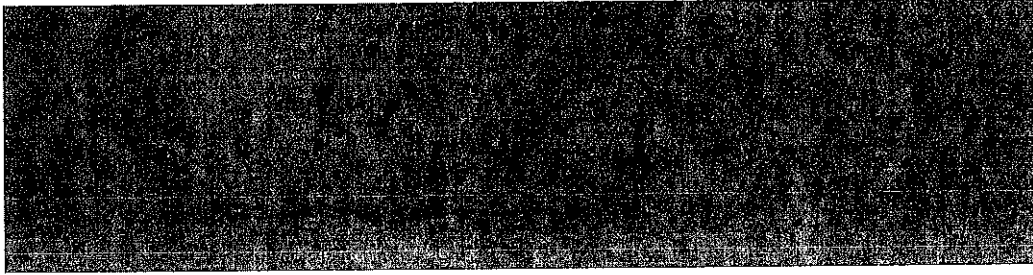
- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

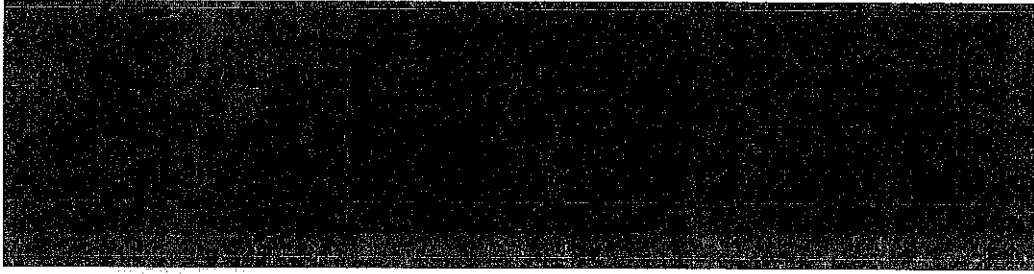


choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.



Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

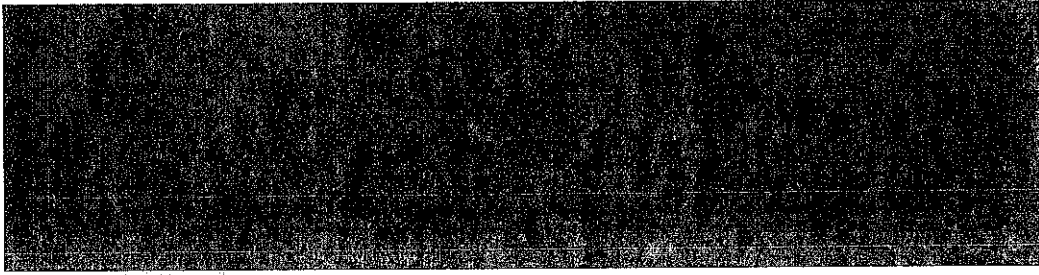
Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

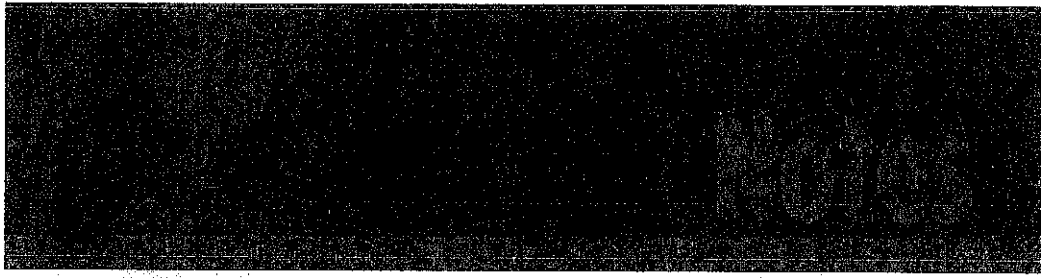
If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

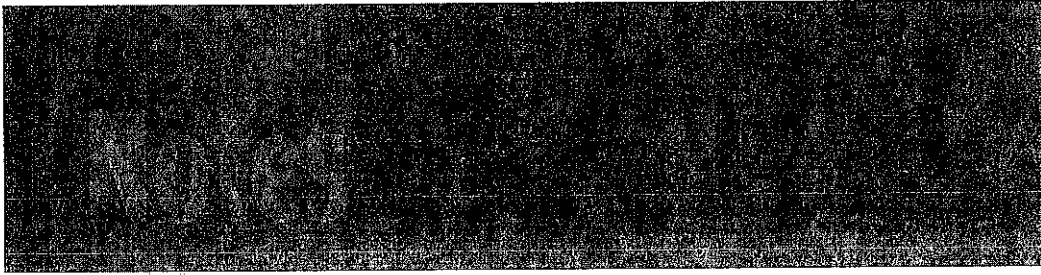
Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

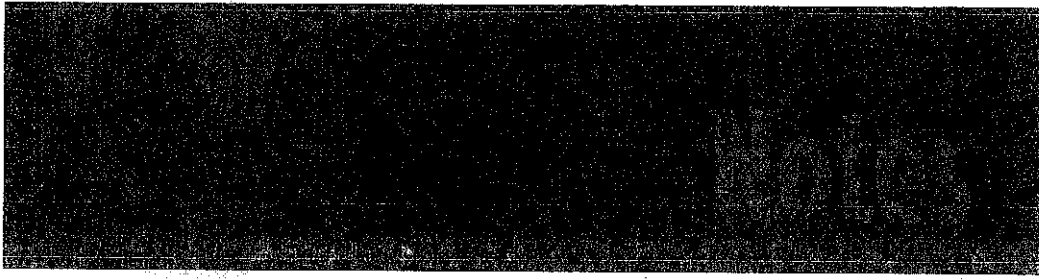


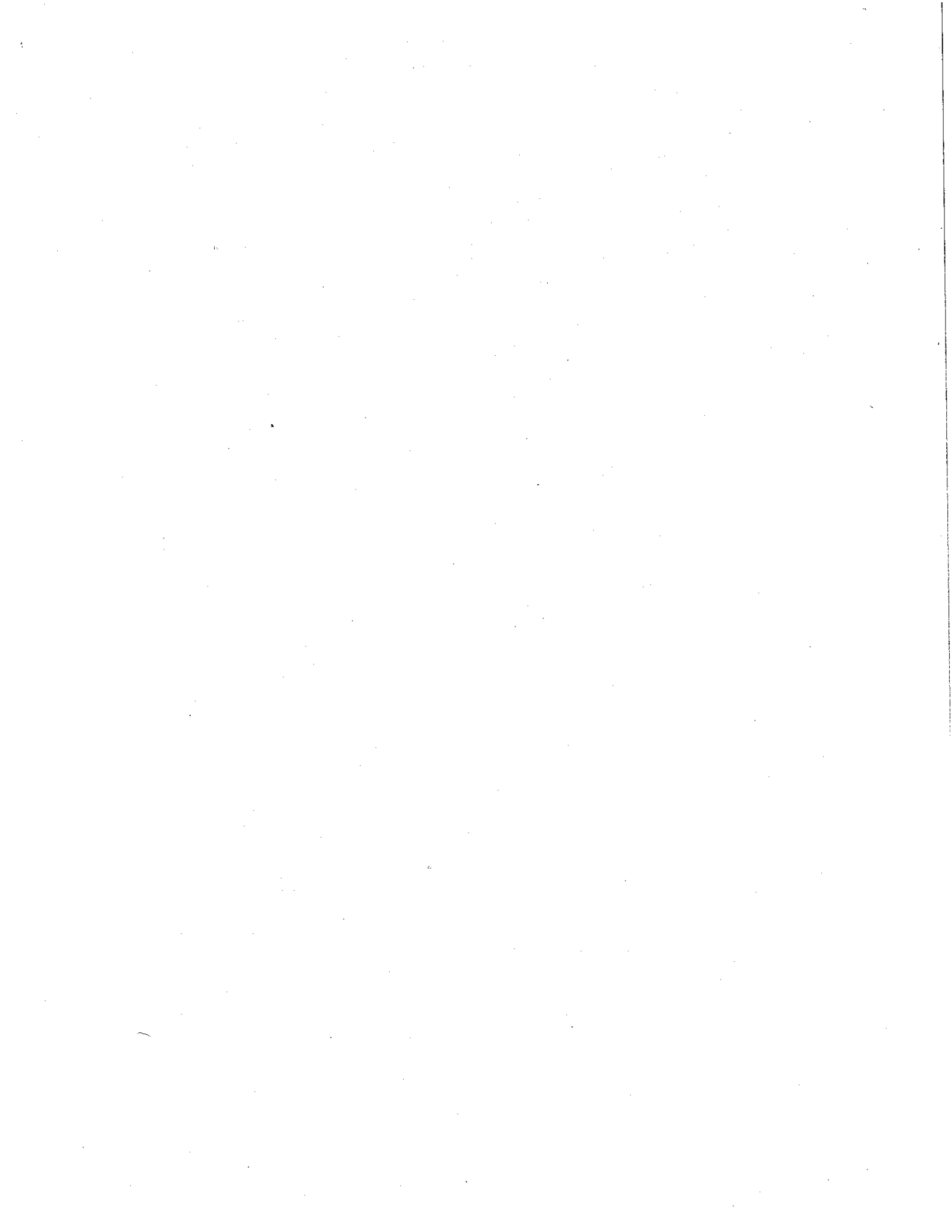
Other Tools to Combat Housing Discrimination:

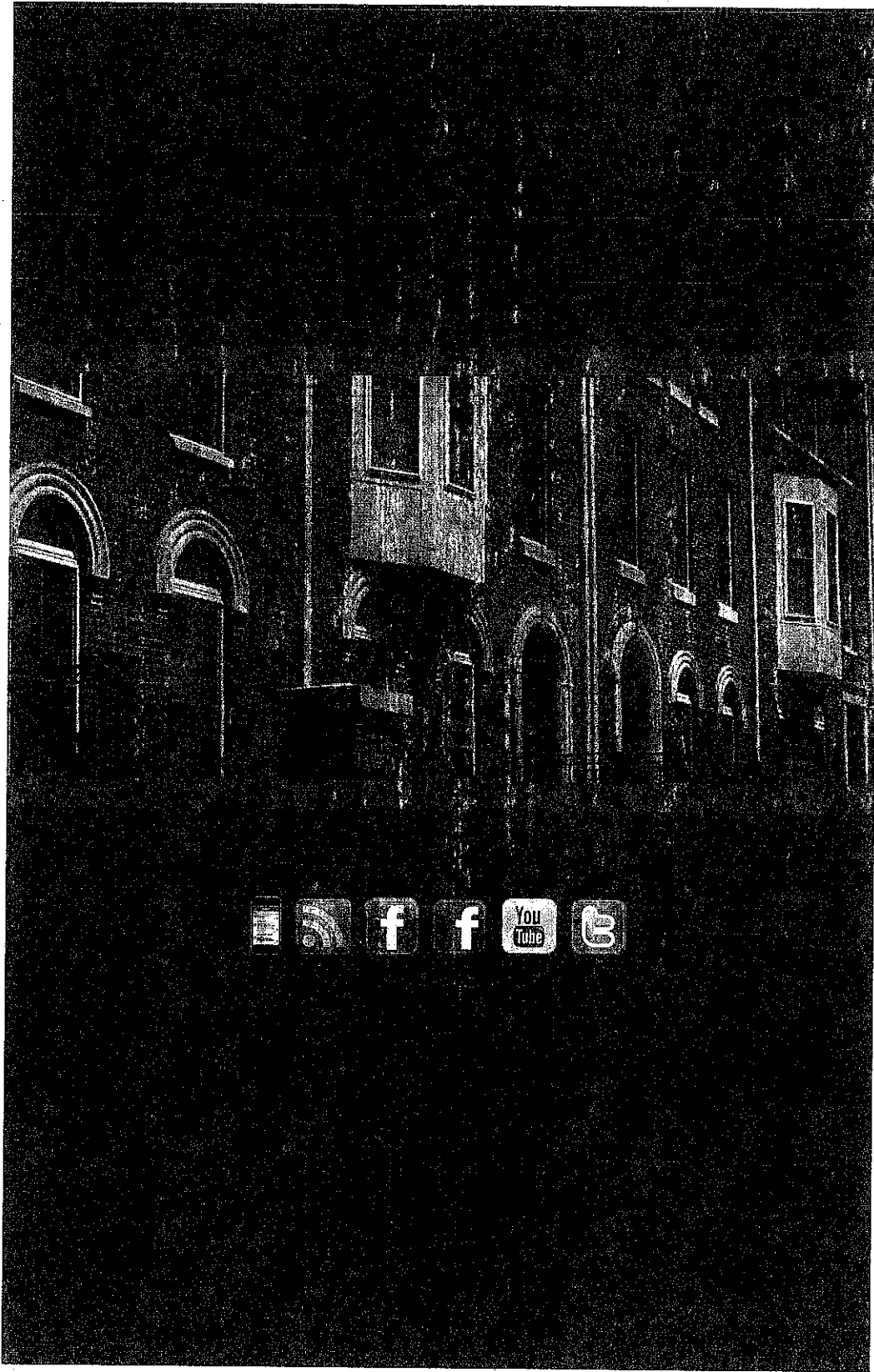
- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.





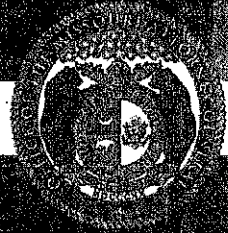
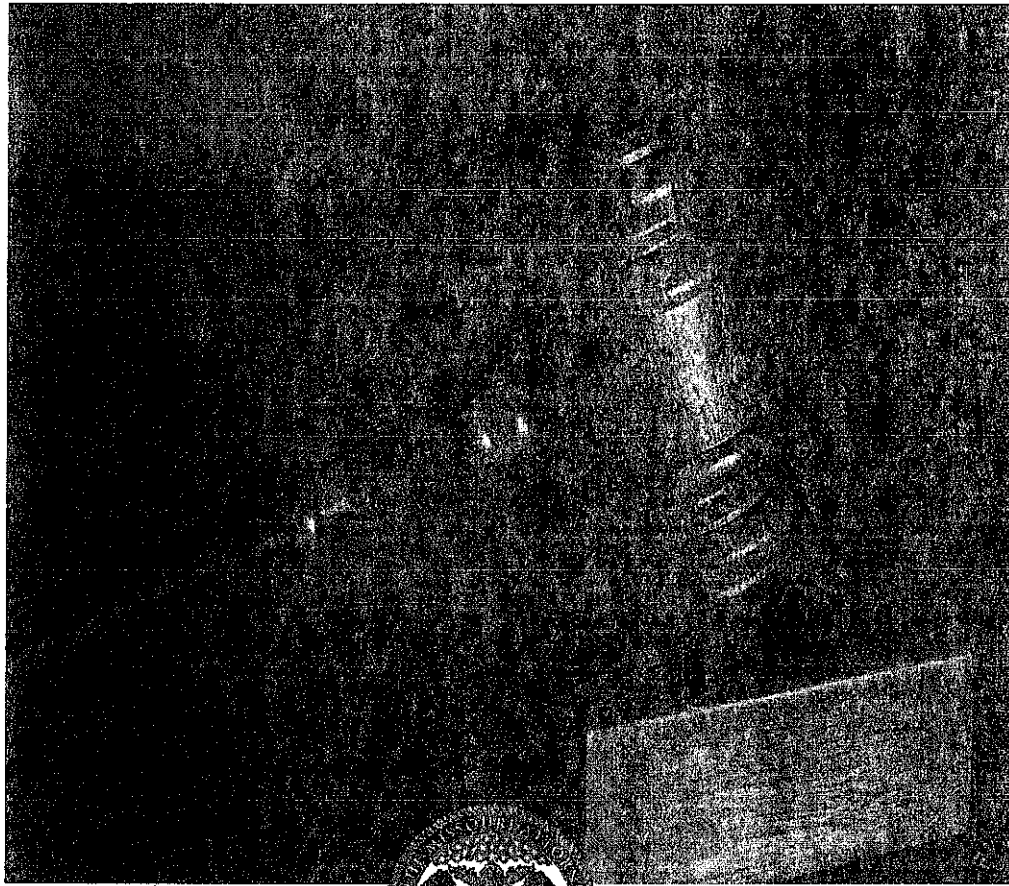






Know Your Rights

A Missouri Consumer Guide



ERIC SCHMITT
MISSOURI ATTORNEY GENERAL

Introduction

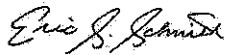
One of the most important responsibilities of the Attorney General's Office is to protect consumers' rights. The office pursues this goal through aggressive enforcement of Missouri's Merchandising Practices law and continued expansion of consumer education programs.

Know Your Rights is filled with tips and ideas on how you can recognize fraud, protect yourself, bargain for a fair price and ward off con artists.

This information as well as action taken against dishonest operators can be found online at ago.mo.gov.

Learn the facts, know your rights and fight back.

Sincerely,



Eric Schmitt
Attorney General

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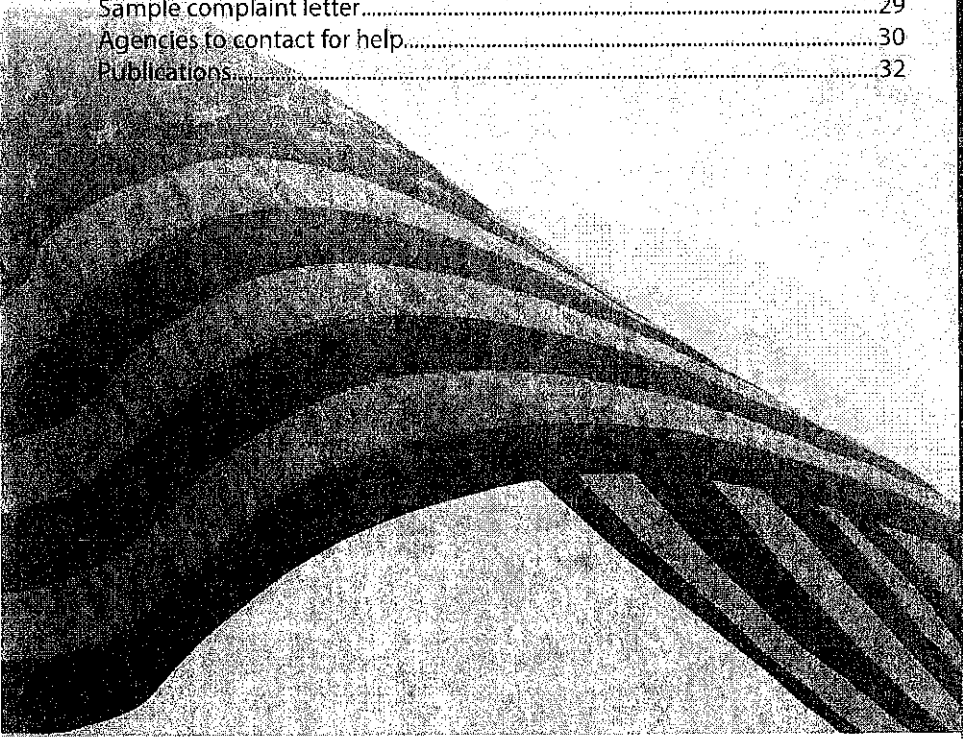
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Home Issues

LANDLORD-TENANT LAW

Disputes between landlords and tenants are common but may be avoided when the landlord and renter both know the law.

Missouri law:

- Makes it illegal for a landlord to shut off utilities, unless it is for health and safety reasons.
- Allows landlords to double rent if a renter lets another person take over the premises without the landlord's permission.
- Allows only two persons per bedroom, except for children born during the lease period.
- Allows county courts to order quick removal of renters involved in criminal activity, even without a conviction.
- Requires landlords to give 60 days' notice before ending leases for mobile home lots, if the lease is for less than a year.

THE LEASE

An agreement to rent for one year or more must be in writing and signed by the tenant and landlord. It then becomes a legal contract.

The best way to avoid later problems is to make sure the lease you sign is clear about your responsibilities and the landlord's. Put in **writing** who has to mow the lawn, fix a clogged sink or pay the utility bills.

A basic lease should include:

- Landlord's name, address and phone.
- Address of rental property.
- Amount of monthly rent.
- Amount of security deposit and conditions for its return.
- Who is responsible for repairs, utilities, bills and upkeep like lawn care and snow removal.

Before signing a lease, you should:

- Read the entire lease and ask questions. Once you sign, you cannot get out of a lease just because you didn't understand it.
- Ask the landlord to change a lease requirement if you don't agree with it, and make sure that change is put in writing. The landlord has the right to refuse. If changes are made, the landlord and tenant should put their initials by the written change to show they both agree to it.

Before you move in, make and keep a list of any damages or repairs that need to be made. Give a copy to the landlord and attach a copy to your lease. This will ensure your security deposit is not withheld to repair damage you did not do.

Some renters even videotape the property and give a copy to the landlord.

ORAL AGREEMENTS (NO LEASE)

An oral agreement is only good for one month. A landlord can evict a tenant or raise rent with only one month's written notice. Likewise, a tenant must give one month's written notice to end financial obligations to a landlord.

SECURITY DEPOSIT

- A landlord cannot require more than two months' rent as a security deposit.
- At the end of the lease, the landlord has 30 days to return the deposit. A landlord may keep all or part of the deposit for repair of damages, unpaid rent or lost rent because the tenant moved without adequate notice. If damages are claimed, the landlord must provide a list of damages to be paid from the deposit.
- A landlord must notify the tenant of the time and date when a move-out inspection will be done.
- The tenant has the right to be present during the inspection, which must be conducted at a reasonable time.
- A tenant has no right to use the security deposit to pay for the last month's rent.
- If a landlord wrongfully withholds all or part of a deposit, the tenant may sue to recover up to twice the amount withheld.

REPAIRS

- A lease should state which repairs are the landlord's responsibility and which are the tenant's.
- The landlord should make repairs caused by wear and tear and natural forces such as the weather.
- Tenants should pay for damages that they or a guest cause.
- A tenant cannot legally withhold rent payments until repairs are completed. You can get evicted.
- If a home becomes unsafe, the tenant should contact local health or housing authorities.

EVICTION

A landlord cannot evict a tenant without a court order. The landlord may begin eviction proceedings if a tenant:

- Damages property.
- Fails to pay rent.
- Violates terms of the lease.
- Injures the landlord or another tenant.
- Allows drug-related criminal activity or gambling on the premises.
- Fails to move when the lease is up.

The tenant will receive notice if an eviction lawsuit has been filed and will have the chance to be heard in court before any eviction.

DISCRIMINATION

Landlords cannot refuse to sell, rent, sublease, charge higher rent or falsely state that housing is not available based on a renter's race, color, religion, sex, disability, national origin or family relationships. If you believe you have been a victim of discrimination you may contact:

Missouri Commission on Human Rights

Toll-free: 877-781-4236

Jefferson City area: 573-751-3325

St. Louis area: 314-340-7590

U.S. Department of Housing and Urban Development

Housing Discrimination Hotline: 800-669-9777



Metropolitan St. Louis Equal Housing Opportunity Council

For residents of St. Louis city and St. Louis, St. Charles, Franklin and Jefferson counties: 314-534-5800

HOME REPAIR FRAUD

Home repair and improvement scams are among the top complaints made to the Attorney General's Office.

Common scams, often targeting seniors:

- Asphalt. Solicitors offer to use leftover asphalt from an earlier job to repave your driveway. Workers usually start the job and then say it will cost hundreds or thousands of dollars more to complete it. Or they will just lay black paint and leave town with your money.
- Foundation and attic work. Repairs often are worthless and overpriced.
- Free home inspections. A con artist comes to your home offering a free evaluation to look for damage. The estimate will be bogus or the crook may want to simply get into your home to rob you or worse. Never trust a free inspection.
- Requests for large down payments. Some con artists even offer to go to the bank with the consumer to withdraw money.

Beware of any worker who:

- Solicits door to door. Most con artists operate this way.
- Drives an out-of-state or unmarked vehicle, especially after damaging storms.
- Has no identification or address, just a phone number.
- Demands full payment before beginning the work.

Before starting home repair work:

- Hire companies that are known or recommended. Check the background of companies by calling the Attorney General's Consumer Protection Hotline at 800-392-8222 or your nearest Better Business Bureau.
- Check the credentials of companies. Verify their numbers and addresses in the phone book, check for county and local permits, and ask if they are licensed, bonded and insured.
- Get at least two estimates and a third if possible, and get all of them in writing.
- Get all agreements in writing, including description of the job, completion dates and price.
- Make full payment only when the terms of the contract are met.

Solicitation Issues

THIEF IN THE MAILBOX

Reaching you through the mail is another way con artists get your money. Seniors receive an especially heavy amount of direct mail solicitations.

A number of these may be traps, including:

- Foreign lotteries. In this scam, a letter appears to be from a foreign lottery claiming you have won a drawing. The crook may ask you to send money in advance to cover taxes or processing fees, or ask for your bank account number so your winnings can be deposited in your account. Be aware that your money will flow only in the other direction.
- Bogus cashier's checks. Any time a stranger sends you a check for a large amount of money, beware. This check will likely bounce. Before you find that out, however, you may be asked to deposit the check and send some of the money elsewhere. Eventually, your bank will inform you the check was no good.
- Offers that look like bills. These solicitations pitching magazines or other products will look like invoices. Many consumers are tricked into thinking they owe the money, and they pay.
- Promotional or "live" checks. You may receive a check in the mail for \$2 or another small amount. This check will likely obligate you to something such as credit card protection, a magazine subscription or a new long-distance carrier.
- Charitable solicitations. Make sure the charity participates in the Attorney General's Check A Charity program (page 11) and follow our wise-giving suggestions.
- Letters that look official, urgent or are in an envelope that looks like an important telegram. Con artists use this gimmick to get attention or look legitimate.
- "Nigerian" letters. You may be contacted by someone who claims to be from another country, often naming Nigeria. The con artist says he has money he can't access, so he needs the help of a trustworthy American to sneak it out of the country, and he will supposedly give you a percentage of the loot. Consumers who fall for this come-on eventually are asked to pay "earnest" money in advance. Again, your money will only be flowing in one direction.
- Pyramid schemes and chain letters. These solicitations offer a "get-rich-quick" scheme promising little work, little or no "sales" of products, and big money when you recruit others to join the same program. Pyramid schemes may be disguised as multilevel marketing organizations. Beware of plans that ask new distributors to buy expensive inventory or claim you

will make money through continued growth of your "downline." If most of your money is made by recruiting, rather than selling a product, this is an illegal pyramid.

REDUCE CALLS, MAIL, OFFERS

TELEMARKETING CALLS

Missouri's No Call law prohibits telemarketers, with some exceptions, from calling households or personal cell phones on the Attorney General's No Call list. A telemarketer violating the list faces a civil penalty of up to \$5,000 per violation. Register your home or cell phone number for free: ago.mo.gov or toll-free 866-NOCALL1 (866-662-2551).

MAIL

Mail Preference Service lets you delete your name from many direct mail lists. Send your request in writing with a \$3 processing fee or register online for free:

DMACHoice - Direct Marketing Association
PO Box 900
Coscob, CT 06807
www.dmachoice.org

PRE-APPROVED CREDIT CARD OFFERS

Credit bureaus allow you to "opt out" of having pre-approved offers of credit and insurance sent to you:
888-5-OPTOUT (888-567-8688) www.optoutprescreen.com

SWEEPSTAKES, CONTESTS

Deceptive sweepstakes are common. Many mailings are designed to make you believe you are a grand prize winner.

You may receive an "official notification" with "congratulations, you're a winner" in big, bold type, only to be followed with a disclaimer in small print "if you have the winning number."

Although it is illegal to require a purchase to enter a contest or sweepstakes, promoters know that if consumers are convinced they have won a big prize they are more likely to spend money for magazines, cheap jewelry or other merchandise. Some consumers even lose their life savings ordering products they believe will increase their chances of winning.

TRAVEL OFFERS

If you receive a phone call or postcard offering a free vacation, beware. No business is in the business of giving away free vacations to strangers.

Tips to avoid trips to nowhere

- Be cautious of firms that ask you to pay before confirming reservations. Most reputable travel agents will confirm before payment.
- Deal with an established firm. If a firm is unfamiliar, check with relatives, friends, the Better Business Bureau or the Attorney General's Consumer Protection Hotline at 800-392-8222.
- Don't give out your credit card information unless you expect to be charged.
- Make sure any verbal promises are listed in the contract. Many consumers report being told one thing in a presentation, only to find out it is not in their written agreement.
- Request written information for total cost and all items included. Any transportation, lodging, meals or other items not specifically mentioned may not be included. "Free vacations" often do not include meals, taxes, deposits or other surcharges.
- Ask about the right to cancel or you could end up paying for a trip you never take. Also ask about cancellation insurance.
- Be wary of vacation offers that are "good today only."

TIMESHARES AND TRAVEL CLUBS

A timeshare is a property, usually in a resort area, that a consumer may buy for a certain length of time each year. Missouri law allows five days to cancel a timeshare contract.

Some consumers buy a membership in a travel club for hundreds or thousands of dollars. This product supposedly helps them save money on future trips. Some consumers complain to the Attorney General's Office, however, saying they could have found the same savings on their own through a travel agency or the Internet. Another risk is that your travel club could go out of business after you have paid.

In Missouri, you have three days to cancel a contract with a travel club.

Many travel companies will offer a free hotel night or other bonus if you attend a 90-minute presentation about their timeshare or travel club. These presentations can turn into high-pressure sales pitches that may far exceed the 90 minutes.

Remember, you are under no obligation to buy these products during or after the presentation, and you are free to leave after the agreed-upon time is up.

CHARITABLE SOLICITATIONS

Most charitable organizations use money wisely; some, however, spend the majority of donations on salaries, administrative costs and professional fundraisers.

When charities call, give wisely by:

- Asking how the contribution will be spent.
- Asking what percentage of your donation will go to administrative costs. Most consumer advocates suggest giving to a charity that spends at least 65 percent of its donations on program services, namely the cause it represents.
- Consulting the Attorney General's Check a Charity program at ago.mo.gov. You can find information such as how individual charities spend their money.

Tips

- Once a year, review potential charities and decide where your money will go, rather than waiting for solicitors to call.
- Don't judge a charity by its name. Less reputable charities may use names that closely resemble well-known charities.
- Don't let callers play on your sympathy by identifying their organization with law enforcement, firefighters, veterans groups or needy children. This can be a tactic to get your money.
- Don't be pressured. Give only when you are comfortable with the charity.
- Don't commit over the phone. Ask for written information.
- Avoid cash donations and make checks payable to the organization, not to an individual.
- Be careful about letting solicitors into your home.

DOOR-TO-DOOR SALES

Door-to-door sellers sometimes use high-pressure or scare tactics and may misrepresent the quality and value of products. Criminals may even pose as salespeople to enter your home.

To avoid being a victim:

- Ask for proper identification before listening to a sales pitch or allowing a salesperson to enter your home.
- Don't fall for the "sympathy" approach. Sellers may say they are working their way through college or use other lines.
- Do not let yourself be hurried, intimidated or coerced.

- If you are interested in a product, get everything in writing including price, warranty and all conditions. Tell the salesperson you will get back to him.
- Use a credit card if you buy.

State law gives you the right to cancel the contract within three business days (excluding weekends and legal holidays) if the seller personally solicited and presented the contract in your home. The salesperson must advise you of this right and acknowledge it in the contract. If you cancel, the notice must be in writing. The seller must return any payment or trade-in goods within 10 days after notification of cancellation, and must mark the contract "canceled."

The buyer may keep any item the seller does not request returned within 20 days of the contract's cancellation.

Cancellation cannot be made when:

- The buyer requested the goods or services immediately because of an emergency.
- The dealer in good faith started to fulfill the agreement before receiving the cancellation.
- The goods cannot be returned to the seller in "substantially" the same condition as when received by the buyer.



Phone Issues

TELEMARKETING

Criminals have found an easy way to get into your home and into your pocket — the telephone. Con artists are cheating consumers out of over \$40 billion a year by offering phony prizes, cheap products and using high-pressure sales tactics by phone.

The best way to cut down on telemarketing calls is to **register for free with the Attorney General's No-Call list** at 866-NOCALL1 (866-662-2551) or ago.mo.gov.

Here are some things you should know about telemarketers:

- Most telemarketers are forbidden by law from calling you if you are on the No-Call list.
- Some telemarketers are exempt: nonprofits, charities, companies that have an existing business relationship with you (your bank, insurance company, cable TV provider), political groups and researchers.
- Telemarketers can only call you from 8 a.m. to 9 p.m.
- You have the right to tell any telemarketer — even exempt ones — not to call again. Report violators to the Attorney General's Office.

Still, scam artists may continue to call you. Don't be caught off guard:

- Free is free. If you are told you have won a great prize but you must pay an upfront fee, shipping charge or taxes — forget about it. That prize will not be worth the money sent to claim it.
- Hang up on offers to buy tickets in foreign lotteries. It is a violation of U.S. law to buy lottery tickets by phone or mail.
- Don't be pressured into acting if you are told an offer is good "today and today only."
- Watch out when someone asks for your credit card, bank account or Social Security number. This is called a "phishing" scam, because an identity thief is fishing for your information.
- Ask for written information. A legitimate company will be glad to send it.

How telemarketers get your name:

- Contest entry forms and rebate checks. Always read the small print.
- "Sucker lists" that contain names of consumers who have responded to past telemarketing pitches. These lists are bought and sold by promoters.
- Advertisements. Responding to a TV, newspaper or magazine ad may get your name on a telemarketing list.

SLAMMING AND CRAMMING

Slamming occurs when your long-distance phone service is switched to a different provider without your knowledge. Although consent to switch must be obtained, some telemarketers have found ways to trick consumers into authorizing their service without realizing it.

If you have been slammed, ask your local phone company to immediately switch you back to your preferred carrier, and remove all of the slammer's charges or at least "re-rate" them.

Cramming is the addition of unordered services such as caller ID, voice mail or three-way calling on your phone bill. Contact your local phone service provider to dispute items on your bill.

Tips to avoid being slammed, crammed

- Read the small print. Know what you're signing, especially on contest and sweepstakes entry forms at fairs and festivals and "bonus checks" received in the mail.
- Carefully review your monthly phone bill. Make sure your requested long-distance carrier is still on the bill and all charges are correct.

900 NUMBERS

Beware of employment or other advertisements asking you to call "900" phone numbers. These calls are not free. You may be charged an expensive flat fee or per-minute charge.

809 PHONE SCAM

You may get a message from a stranger urging you to call a phone number in the 809 area code. This is a scam: 809 is an area code in Central America, and many of these calls will charge you a toll, similar to a 900 number in the U.S.

But unlike 900 numbers, there are no regulations protecting consumers. So you may not be told that there will be a high fee for this call, and it may be impossible to reverse the charges once you have made the call.

Other area codes of concern are 284 and 876. It is best to think twice and look up the area code before returning a call from a stranger. An Internet search or a telephone operator can help you.

CELL PHONES

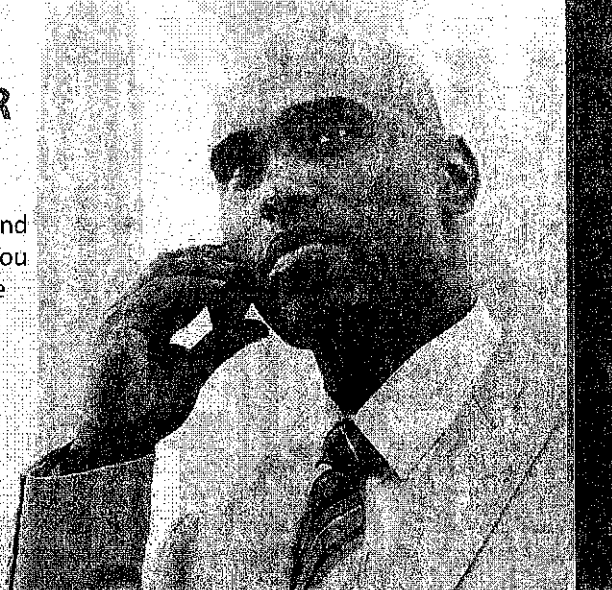
Most cell phone complaints sent to the Attorney General's Office involve long-term contracts. Wireless companies offer consumers incentives to sign a long-term agreement, such as a cheaper monthly rate, more minutes or a better phone.

When shopping for mobile phone service:

- Read your contract and know exactly what you're signing. Keep a copy.
- Try out your phone thoroughly when you first get it. Most contracts allow you to cancel your plan in the first few weeks if you are unsatisfied.
- Document any conversations you have with the phone provider or retail store.
- If you upgrade or change your plan, ask what will happen to your contract. Upgrading to more minutes or a better phone often means your contract will be extended.
- Ask about monthly or prepaid plans. They usually are higher-priced, but you won't have the problems associated with a long-term contract.
- If you want to terminate your contract early, you will likely face a large fee. But you may be able to find companies that help connect you with other consumers willing to take over your plan. Your fees will be much lower in this case.

CAN YOU HEAR ME NOW?

Test a new cell phone's signal and features as soon as you get it. You may be able to cancel if you are not happy with the service.



Separate FACT

MYTH 1

There is a three-day "cooling off" period after any major purchase in which you can cancel.

FACT: In general, the three-day rule applies only to "door-to-door" transactions when a solicitor makes a presentation and sale in your home.

MYTH 2

The Lemon Law protects you on all big-ticket purchases, including used cars.

FACT: Missouri's Lemon Law applies only to new vehicles and demonstrators or lease-purchase vehicles with a warranty.

MYTH 3

If a landlord fails to make needed repairs, a tenant can withhold rent until the repairs are done or deduct the cost to get the repairs done by someone else.

FACT: A landlord can legally evict a tenant who fails to pay rent, even if the money is spent on repairs.

MYTH 4

Your credit report only affects your ability to borrow money.

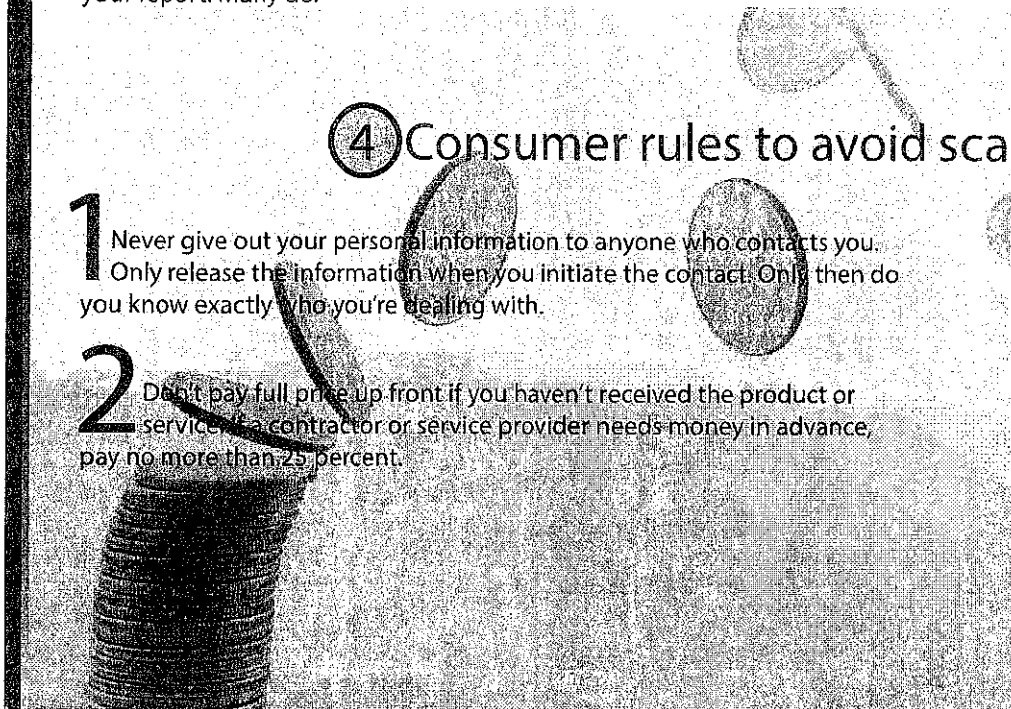
FACT: Potential employers, landlords, insurers and others may look at your report. Many do.



4 Consumer rules to avoid scam

1 Never give out your personal information to anyone who contacts you. Only release the information when you initiate the contact. Only then do you know exactly who you're dealing with.

2 Don't pay full price up front if you haven't received the product or service. If a contractor or service provider needs money in advance, pay no more than 25 percent.



from FRAUD

MYTH 5

Never pay by credit card on the Internet.

FACT: Under federal law, paying by credit card gives you the right to dispute charges. This protection does not apply to cash, debit cards, checks or other forms of payment.

MYTH 6

If a bank or credit card company calls to verify your credit card number, it is OK to give that information.

FACT: They already have that information. Never give your credit card, Social Security or checking account numbers to strangers, unless you initiate the contact.

MYTH 7

A professional-looking Web site is a good indicator that a business is legitimate.

FACT: Anyone can set up shop on the Internet. Ask unfamiliar companies to send a catalog or brochure and their physical address.



is, disputes, unexpected costs

3 Work with companies that are known or recommended by someone you trust. Check a company's reputation with your local Better Business Bureau or the Attorney General's Consumer Protection Hotline at 800-392-8222.

4 Never make a financial decision under pressure. No matter what the salesperson says, you'll be better off if you take time to think about it, ask around and compare options.

Auto Issues

BUYING A CAR

Buying a car is a big step, and a mistake can be costly. There is no state law allowing a buyer to return a car and get a full or partial refund.

LEMON LAW

Missouri's Lemon Law applies in very narrow circumstances by enforcing the manufacturer's expressed warranty. Included are new cars and demonstrators, or lease-purchase vehicles if a manufacturer's warranty was issued with the sale. Exempt are commercial and off-road vehicles, mopeds, motorcycles and the non-chassis portion of recreational vehicles. The law applies while the vehicle is under the manufacturer's expressed warranty or up to one year after the date of delivery, whichever expires first.



A vehicle may be a "lemon" if:

- It has been in the repair shop for the same problem four or more times without correction.
- It has been out of service for 30 or more working days since delivery.

Lemon Law requirements:

- Owners must report problems or defects in writing to the manufacturer.
- The manufacturer is allowed a "reasonable number of attempts" to correct the problem.
- If the problem can't be fixed in a reasonable number of attempts, the manufacturer must offer a cash refund or a vehicle of comparable value.
- If the manufacturer disagrees that you have a lemon, you can use the manufacturer's informal dispute settlement procedure. Instructions for this process are in your owner's manual.

USED CARS

Since the Lemon Law doesn't apply, it is especially important to be careful when buying a used car. Normally you won't have a warranty, so understanding the condition of the vehicle is critical.

If you're considering a used car sold by a dealership, look for the Buyers Guide, which is required by the Federal Trade Commission to be displayed in the car window. (This does not apply to vehicles sold by individuals.)

The Buyers Guide gives the basics about the car: make, model, year, vehicle identification number (VIN) and warranty information. A dealer can check one of two boxes: "warranty" or "as is — no warranty." Most used cars are sold "as is."

Before driving home a used car:

- Look at the car during daylight. Any damage, defects or other problems will be easier to spot.
- Run a title search to learn about the vehicle's history. Searches cost about \$25 per car from www.autocheck.com or www.carfax.com. The search may indicate whether the car has been wrecked, stolen or used as a rental car.
- Test drive the car, which any seller should allow.
- Have a mechanic put the car on a lift and inspect it. Choose a mechanic you trust, rather than one employed or recommended by the seller.

- Get the vehicle's title or it will be hard to prove you own it. Missouri law requires the title to be transferred at the time of the sale. Many consumers file complaints with the Attorney General's Office saying they never received a title. Tell the seller, "No title, no deal."
- Get a signed copy of any warranty.

REPAIR

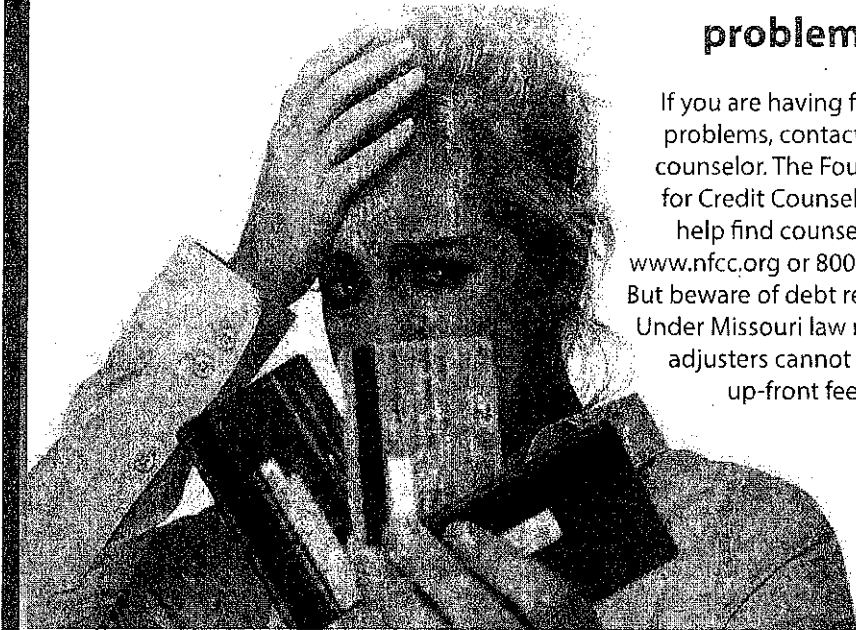
Car repair is one of the top consumer complaints made to the Attorney General's Office. Most complaints involve overcharging, poor work and deceptive repair practices.

Here's how to avoid many problems:

- Check out a shop's reputation.
- Get in writing how much the job should cost. Most repair shops will give you a free estimate. Tell the mechanic to call for an OK before making any repairs not covered in the repair estimate.
- Get a second opinion if you think the mechanic wants to do unnecessary work.
- If the mechanic says parts must be replaced, ask that the old parts be returned. Have this in writing on the repair order before work begins.
- If the work is guaranteed — get it in writing.

Financial problems?

If you are having financial problems, contact a debt counselor. The Foundation for Credit Counseling can help find counselors at www.nfcc.org or 800-388-2227. But beware of debt relief scams. Under Missouri law most debt adjusters cannot charge up-front fees.



Business, Credit Issues

LOANS, CREDIT SCAMS

ADVANCE-FEE LOAN SCAM

This scam differs from legitimate credit offers — it guarantees a loan regardless of credit history and requires up-front payments, often before the lender is identified and the application is completed.

Advertisements promising this loan may appear in the classified section of newspapers and magazines and on the Internet.

Beware of anyone who says your credit history doesn't matter while offering you a loan or a credit card.

PAYDAY LOAN

The payday loan industry has exploded in Missouri and across the country in recent years. These loans are intended to be paid back with your next paycheck, e.g., 2 weeks.

However, some borrowers cannot afford to pay the entire loan by the deadline and must renew or extend their loan. This cycle can continue for many consumers, and the fees pile up. In 2012, the average consumer in Missouri paid a 454 annual percentage rate (454% A.P.R.) on a payday loan.

Payday loans usually are used to help pay bills. But research shows that a payday loan may be far more expensive than late fees for a credit card bill or other bills. Be sure you understand the potential costs before borrowing money through a payday loan.

TITLE LOAN

Title loans may seem like an easy way to get extra money, but beware. You are getting the loan based on the equity, or dollar value, of your car. If you can't repay the loan, you could lose your car.

PAWNBROKER LOAN

Pawnbrokers lend money in exchange for collateral, but not for its full value. If you fail to repay the loan, you lose your property and the pawnbroker can sell it.

Under Missouri law, pawnbrokers:

- Cannot charge more than 2 percent interest per month, plus any storage fees.
- Can lend money for only 30 days at a time. The loan can be extended if you and the pawnbroker agree.
- Cannot sell your property until 60 days after the date your loan repayment was due. You still can pay off your loan during this time with additional interest.

CREDIT CARDS**Don't fall for credit card offers that:**

- Require you to call a "900" phone number. You call, you pay.
- Advertise that poor credit history is no problem.
- Require application or processing fees before you get a card. Some Missouri consumers have been duped into paying an advance fee for a credit card, to later find that the card is only usable from the company's catalog.

CREDIT REPAIR

There is no quick fix. Companies that advertise credit repair may be encouraging you to violate state and federal law by lying on a loan or credit application. Regardless of scam artists' claims, you cannot change true information on your report.

The only true way to restore your credit is to pay your bills and replace your bad credit history with good. To find a debt counselor, contact the National Foundation for Credit Counseling at www.nfcc.org or 800-388-2227.

INVESTMENTS

Beware of promises of risk-free investments with huge financial returns. Some con artists may boast of inside information, hot tips or other tricks that will give you an advantage over other investors. No legitimate promoter will make such claims.

You also may hear that if you do not act quickly you will miss out on a once-in-a-lifetime opportunity, so you must send money by overnight courier or wire transfer. Once the money is sent, you never will hear from the salesperson.

Tips to avoid scams

- Be skeptical of any unsolicited phone calls, e-mails or personal visits from strangers about investments.
- Don't do business with a faceless person over the phone. And work with companies that are known or recommended by someone you trust.
- Check out the company with the Securities Division of the Secretary of State's Office, 800-721-7996. All securities brokers and securities sold in Missouri (unless exempted by statute) must be registered.
- Ask for a prospectus, financial statement or similar document before you consider investing. Then read the fine print and make sure you understand the terms thoroughly before signing any commitment. Make checks payable to the company, not the broker.
- Ask the salesperson to send literature about the firm. Do not be swayed by glossy brochures some con artists produce. Also, ask for a written proposal describing conditions of the contract and a form outlining the investment risks.
- Get a second opinion on the investment from your lawyer, stockbroker, accountant or other qualified expert.
- When in doubt, hang up. It is better to wait and miss an opportunity than to act hastily and lose your money.

WORK-AT-HOME SCHEMES

Check out promises by those offering pay for work done at home, especially if you are asked to send upfront money. You probably will never make any money or even regain the money sent for supplies or materials.

Common scams

- Envelope-stuffing: For \$20 you get instructions on how to place the same ad in other newspapers to trick others into sending you \$20.
- Assembly or craft work: You buy supplies and make items that the company agrees to buy but doesn't.
- Proofreading: In exchange for a fee you pay, you are promised books to proofread. The books are not provided.
- Medical billing: For several thousand dollars you are promised software, training and technical support that will bring you huge earnings using your computer to process claims for doctors and dentists. Promoters falsely promise to provide customers and experienced sales staff to assist you. Few consumers recover their investment.

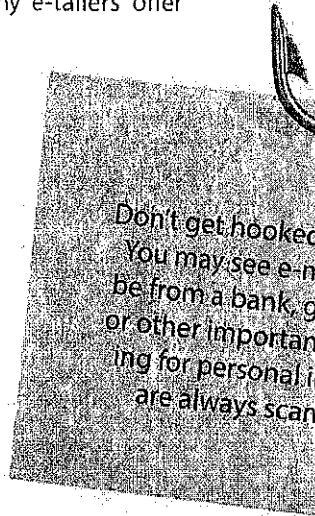
Internet, Privacy Issues

SHOPPING ONLINE

Shopping on the Internet offers competition, bargains and convenience, but there are dangers.

To protect yourself while shopping:

- Compare prices and offers at multiple Web sites. Many "e-tailers" offer free or low-priced shipping.
- Search online for coupons and rebates. Many online retailers will ask for coupon codes at checkout, offering anything from discounts to free shipping.
- Check out refund and exchange policies. There is no law that requires a retailer to accept returned merchandise.
- Double-check your order before clicking the purchase button. Make sure the quantity and total price are correct.
- Pay by credit card. You will have a better chance of disputing the charges if you need to.
- Print out your purchase order with confirmation number.
- Be aware that if you make online purchases, your electronic mailbox often will receive more commercial e-mails. Check a retailer's privacy policy to see if you can opt out of receiving such e-mail or having your information shared with third parties.
- Enter your credit card number only on secure Web sites. Addresses that start with "https:" — not "http:" — are good indicators of a secure site. Look for the picture of a locked padlock in the lower-right corner of your browser window.



ONLINE AUCTIONS

Like traditional auctions, the high bidder wins in an online auction. But that is where the similarity ends — online auction houses don't hold the merchandise.

The bidder deals directly with the seller who makes arrangements for payment and delivery. Some sellers, however, take the money without delivering what was advertised. Such online fraudsters have faced criminal prosecution in Missouri.

Before you bid

- Verify the seller's identity. Some sellers may use a forged e-mail header, making it impossible to contact them.
- Ask about return policies and who pays for shipping.
- Pay by credit card or through a third party payment service you trust. If there is a problem, you can challenge the charges.
- Ask about using an escrow agent or paying c.o.d. for expensive items if the seller does not take credit cards. Escrow agents (for a fee) hold the buyer's payment until the bid item is verified.

IDENTITY THEFT

Identity theft occurs when someone uses, without your knowledge, your name and personal information such as Social Security, credit card and bank account numbers to commit fraud or theft.

Armed with this personal information, thieves can:

- Open new credit accounts using your personal information. When bills are not paid, it goes on your credit report.
- Charge money on your credit card or make withdrawals from your bank account.
- Establish cellular phone service in your name.
- Open bank accounts and write bad checks.

Preventing Identity Theft

- Don't give your Social Security or account numbers unless you initiate the contact. In a "phishing" scam, a con artist e-mails you, posing as an organization like a bank. You are instructed to confirm personal information.
- Don't put your Social Security number on checks and driver's license.
- Shred trash with sensitive information. Include convenience checks and credit card offers you get in the mail.
- Freeze your credit report. By placing a security freeze on your credit report with all three credit bureaus, you make your personal information useless to a thief. When lenders or creditors try to access your credit report, they will not be able to see it. Thus, they won't issue new credit in your name. When you need to apply for credit, you can temporarily lift the freeze. Each credit bureau charges \$5 for this service.
- Send sensitive mail using a post office drop box, rather than your mailbox at home.
- Carry only the credit cards and documents you need on a daily basis. Don't carry your Social Security card.

...a phishing scam is that appear to government agency organization, ask information. These don't bite.

- Opt out of pre-approved credit card offers and get fewer solicitations at home: www.optoutprescreen.com or 888-567-8688.
- Use virus protection, a firewall and spyware detection on your computer.

Detect as well as protect

- Check bank and credit card statements monthly to watch for unauthorized charges and withdrawals.
- Get a free credit report three times a year at www.annualcreditreport.com or by calling toll-free 877-322-8228. Then check them to make sure the transactions are only yours. Get a copy from each of the three credit bureaus: Trans Union (www.transunion.com), Experian (www.experian.com) and Equifax (www.equifax.com). The law allows you one free report per year from each company. Watch for misleading sites requiring a purchase of another product or a subscription in order to receive a "free" credit report.

What victims can do

- Contact the financial institution that says you owe money and file a dispute. Normally consumers are not held responsible for unauthorized charges.
- Close the accounts the thief has accessed, or at least get new account numbers.
- File a report with your local police and get a copy. You may need it to clear your name with creditors.
- File a complaint with the Attorney General's Identity Theft Hotline at 800-392-8222 or ago.mo.gov.

End-of-Life Issues

PRE-NEED FUNERAL PLANS

When a consumer buys a pre-need funeral plan, a seller agrees to provide funeral services and merchandise at the time of the buyer's death. Missouri law requires the seller to deposit 80 percent of the money in a trust fund only accessible to cover funeral expenses.

Some consumers have been defrauded by funeral operators who take the money and spend it for other purposes. You have the right to see a record of all deposits made into the trust fund.

Under Missouri law:

- Plans must specify exactly what merchandise and services you will receive, along with the prices for each.
- Sellers must register. Verify this with the Missouri State Board of Embalmers and Funeral Directors at 573-751-0813.
- You have the right to cancel a plan at any time.
- If you default on payments, you can recover any amount you paid into the plan, minus the first 20 percent of the purchase price.

LIFE CHOICES

For consumers of all ages, now is the time to make decisions about what kind of medical care you would like if you are unable to speak for yourself.

If the worst happens, do you want artificial nutrition and hydration? Life support? Life-prolonging treatment? CPR? If you can't speak, who would you like to speak for you?

These questions and others can be addressed by contacting the Missouri Department of Health and Senior Services at dhss.mo.gov.

Take Action

HOW TO HANDLE A COMPLAINT

When you have a complaint, first contact the business. Accurately describe the problem and what action you would like taken. Do you want your money back, a repair or exchange?

Keep a record of your efforts, including copies of all correspondence.

Complaint letter - what to say:

- Be brief.
- State your name, address, home or work phone number, and an account number if appropriate.
- Include date and place of purchase, who performed the service, product information such as serial or model number, and warranty terms.
- State the problem and how you want it corrected.
- Include copies of all supporting documents.

If you paid with a credit card, write that company. It might be able to resolve your problem about shoddy or nondelivered merchandise. If you are not satisfied with the results, file a formal complaint with the Attorney General's Office or your local Better Business Bureau.

You can get a consumer complaint form from the Attorney General's Office at ago.mo.gov or by calling the Consumer Protection Hotline at 800-392-8222.

The BBB has offices in St. Louis (314-645-3300), Kansas City (816-421-7800), Columbia (573-886-8965) and Springfield (417-862-4222).

The BBB also offers a free consumer arbitration service to settle disputes between businesses and consumers.

As a last resort, you can file a lawsuit in small claims court or seek legal action in other courts. Consumers who have a claim for up to \$5,000 can, without hiring a lawyer, file suit to recoup their money in small claims court.

SAMPLE COMPLAINT LETTER

Your name
Your address
Your city, state, zip code

Date

Contact Person (if available)
Title (if available)
Company name
Company address
Company city, state, zip code

Replace
the blue text
with your own
information

Re: account number, if applicable

Dear Contact Person:

On date, I bought/leased/rented/had repaired a product and model number at location. Unfortunately, I have not been satisfied because state problem. To resolve this problem, I would like your company to state action you want taken. Enclosed are copies of my records.

I look forward to your prompt reply and a resolution to my complaint. You may contact me at the address listed above or by telephone at number with area code.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Your signature
Your name

Enclosure(s) [Attach copies of all relevant records]

cc: List names of those receiving copies of this complaint letter if applicable

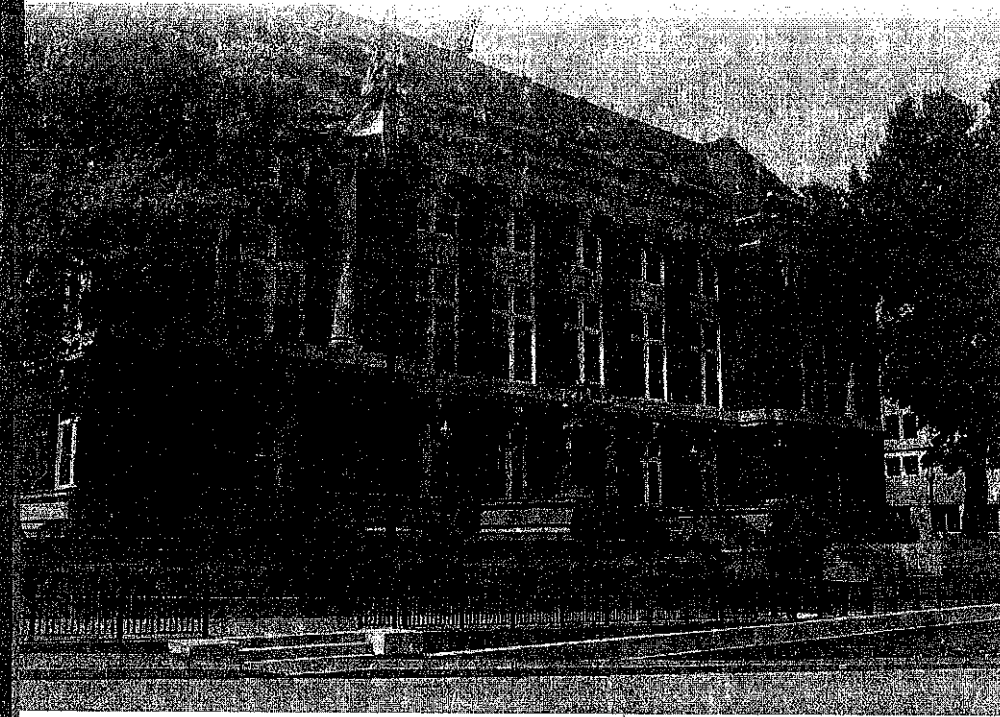
AGENCIES TO CONTACT FOR HELP

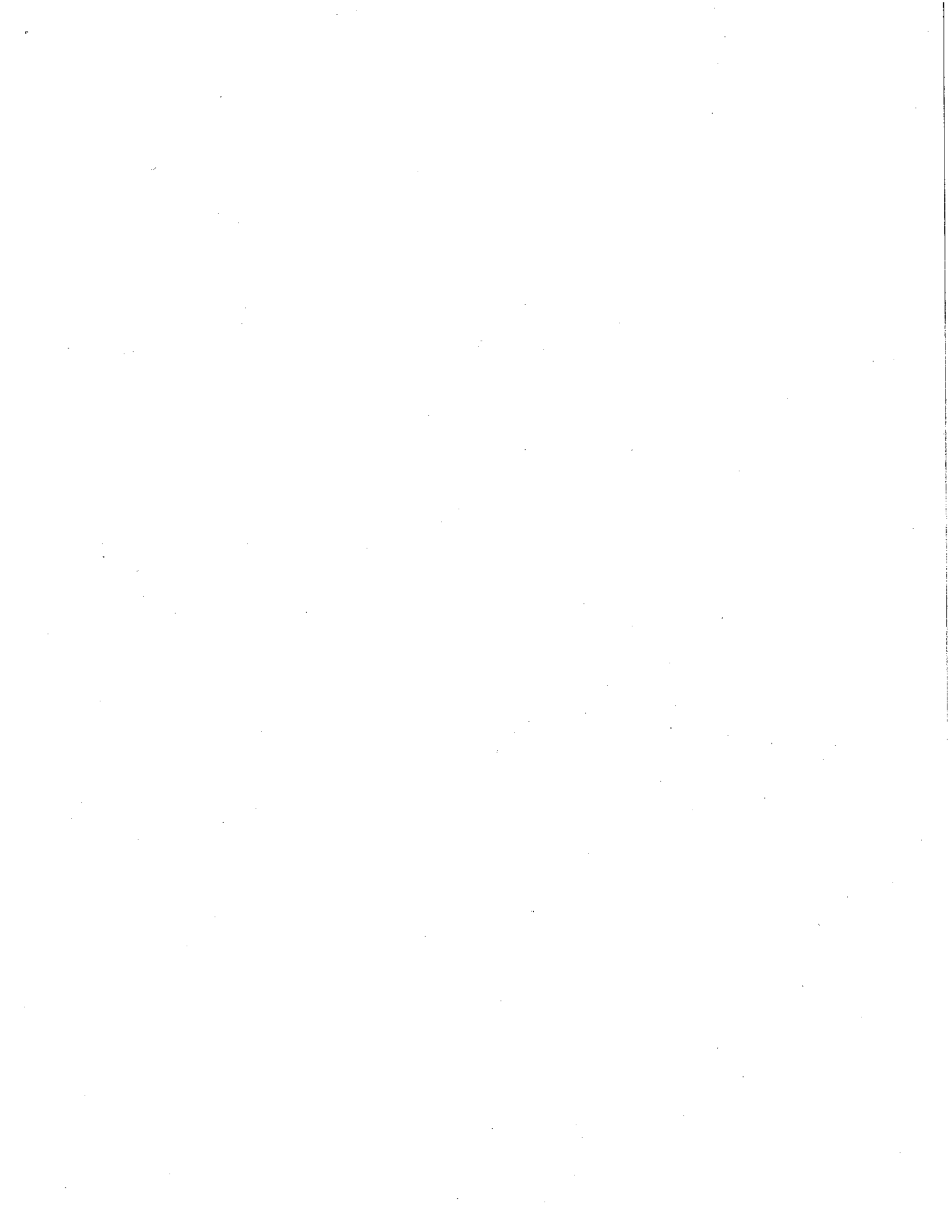
Agency	Services Offered	Phone
STATE AGENCIES		
Attorney General's Office	Get complaint forms online. Consumer Protection handles complaints against individuals or companies. You also can check for complaints already on file. No Call Hotline decreases telemarketing calls to your home.	Consumer Protection 800-392-8222 No Call Hotline 866-662-2551
Crime Victims' Compensation Program	Provides financial assistance to violent-crime victims or their dependents.	573-526-6006 800-347-6881
Department of Health and Senior Services	Investigates reports of abuse, neglect or financial exploitation.	800-392-0210
Division of Finance	Handles complaints about mortgage bankers, debt collection and harassment, credit bureaus, payday and title loan stores and other lenders.	573-751-3242
Department of Insurance Consumer Affairs	Handles complaints regarding insurance companies and will verify credentials of insurance sales representatives.	800-726-7390
Public Service Commission	Investigates complaints against public utilities and manufactured housing (such as mobile homes) defects.	800-392-4211
Office of Chief Disciplinary Counsel	Processes complaints against attorneys in Missouri.	573-635-7400
Secretary of State	Toll-free hot line handles complaints and inquiries about stockbrokers, broker-dealers and investments. Provides information on registrations of corporations, fictitious names and benevolent organizations.	800-721-7996 573-751-4153

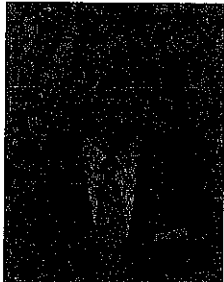
Agency	Services Offered	Phone
FEDERAL AGENCIES		
Americans with Disabilities Act	Provides information on federal guidelines for the disabled.	800-514-0301 TTY: 800-514-0383
Federal Trade Commission	Federal consumer protection agency.	877-382-4357 TDD-TTY: 866-653-4261
Federal Information Center	Provides phone numbers and general information about federal agencies and programs.	800-333-4636
Labor Department, Wage & Hour Division	Handles wage disputes.	Toll-free: 866-487-9243 Kansas City: 913-551-5721 St. Louis: 314-539-2706
Social Security Administration	Provides information on retirement, disability and benefits for dependents and survivors.	800-772-1213 TTY: 800-325-0778
PRIVATE AGENCIES		
AARP	Lobbies for and promotes programs and issues of interest to seniors.	888-687-2277
BBB Wise Giving Alliance	Provides information on national nonprofit organizations.	703-276-0100
Better Business Bureau	Handles consumer complaints throughout Missouri. Offers free mediation services for disputes between customers and businesses.	Kansas City: 816-421-7800 Springfield: 417-862-4222 St. Louis: 314-645-3300
Missouri Bar	Provides free brochures to public on legal matters such as probate, wills, bankruptcy and finding legal help.	573-635-4128
Missouri Victim Assistance Network	Nonprofit organization advocates for fair treatment of crime victims.	

PUBLICATIONS

The Missouri Attorney General's Office publishes information on a variety of topics. These brochures may be accessed at ago.mo.gov.







OFFICE OF ATTORNEY GENERAL

ERIC SCHMITT

P.O. Box 899

Jefferson City, MO 65102

573-751-3321

ago.mo.gov

Revised March 2019

ANDERSON, MO	Anderson Housing Authority	500 18th Street	Anderson	64831 (417) 845-7075	Y	Y	Y	
ANDERSON, MO	Indian Creek Apartments	50 Riverway #49	Anderson	64831 (417) 845-6033	Y	Y	Y	
ANDERSON, MO	Langhan Housing Authority	Highway 89	Langhan	64847 (417) 845-5351	Y	Y	Y	
ANDERSON, MO	Noe Housing Authority	624 Johnson Dr PO Box 305	Noel	64854 (417) 475-3195	Y	Y	Y	
BARTON COUNTY	Divine Estates Apartments	801 East 19th Street	Lamar	64759 (417) 682-5970	Y	Y	Y	
BARTON COUNTY	Golden Homes	606 Wyatt (Old)	Golden City	64748 (417) 537-4991	Y	Y	Y	
BARTON COUNTY	Golden Homes of Liberal	308 N Main Street #45	Liberal	64782 (417) 843-3215	Y	Y	Y	
BARTON COUNTY	Lamar Housing	906 Oak Street, PO Box 253	Lamar	64759 (417) 982-3755	Y	Y	Y	(866) 499-1098
BARTON COUNTY	Lamar Plaza Apartments	600 East 20th Street	Lamar	64759 (417) 682-2870	Y	Y	Y	
BARTON COUNTY	Minden Acres, Bell Management	306 W 4th Street, PO Box 261	Minden Acres	64769 (417) 842-3600	Y	Y	Y	(866) 499-1098
BARTON COUNTY	Prairie Plains Apartments	700 W 9th Street	Lamar	64759 (417) 682-3994	Y	Y	Y	
BARTON COUNTY	Scoutable Apartments	1705 Lexington	Lamar	64759 (417) 682-3994	Y	Y	Y	
CARL JUNCTION	Carl Junction Estates	200 Karen Drive	Carl Junction	64824 (417) 624-5844	Y	Y	Y	
CARL JUNCTION	Carl Junction Rental Housing	1400 Robin Ln	Carl Junction	64834 (417) 627-2022	Y	Y	Y	
CARL JUNCTION	Schroview Estates Property	615 E Airport Drive	Carl Junction	64836 (417) 358-3330	Y	Y	Y	
CARTHAGE/ASPER	Deer Run Crossing Apartments	405 Howard	Carthage	64836 (417) 358-7899	Y	Y	Y	
CARTHAGE/ASPER	Deerfield Village Apartments	520 Airport Drive	Carthage	64836 (417) 358-3656	Y	Y	Y	
CARTHAGE/ASPER	Drake Hotel Apartments	700 S Main	Carthage	64755 (417) 358-8673	Y	Y	Y	
CARTHAGE/ASPER	Highland Acres and Highland Meadows	Jasper Homes, Inc.	Carthage	64755 (417) 394-2246	Y	Y	Y	
CARTHAGE/ASPER	Jasper Homes, Inc.	Maple Leaf Gardens (Seniors and Disabled)	Jasper	64638 (417) 358-6000	Y	Y	Y	(417) 659-8315
CARTHAGE/ASPER	Moritz Apartments	1735 Hazel	Carthage	64838 (417) 358-2130	Y	Y	Y	
CARTHAGE/ASPER	Quail Ridge Apartments	1426 Kimberly Lane	Carthage	64838 (417) 358-3630	Y	Y	Y	
CARTHAGE/ASPER	Vaesian Country Apartments	410 West Fir Road	Carthage	64838 (417) 358-5500	Y	Y	Y	
CASSVILLE/EXETER/CRANE/SHELL KNOB	Cassidy Senior Citizens Rental Housing	1106 Townsend Street	Cassville	62825 (417) 571-1514	Y	Y	Y	
CASSVILLE/EXETER/CRANE/SHELL KNOB	Green Oaks Estates	104 Bel-Air Court	Cassville	65633 (417) 723-8334	Y	Y	Y	
CASSVILLE/EXETER/CRANE/SHELL KNOB	Ozark Villas	25608 Ozark Village Rd	Shell Knob	65747 (417) 858-3385	Y	Y	Y	
CASSVILLE/EXETER/CRANE/SHELL KNOB	Silver Leaf Manor	103 Silver Leaf St	Exeter	65647 (417) 835-5044	Y	Y	Y	
DADE COUNTY	Everton Senior Citizens Housing	308 N Chilton	Everton	65648 (417) 335-1144	Y	Y	Y	
DADE COUNTY	Greenfield Retirement Home, Inc	210 and 408 Garret Street	Greenfield	65661 (417) 637-0219	Y	Y	Y	
DADE COUNTY	Lockwood Housing Assoc.	1201 Main	Lockwood	65882 (417) 624-4144	Y	Y	Y	
DUEWEG	Crowne Point Apartments	319 E Hardy Street	Dueweg	64841 (417) 624-5894	Y	Y	Y	
DUEWEG	The Meadows Apartments	PO Box 434, 605 Dutch St	Dueweg	64841 (417) 624-5844	Y	Y	Y	(417) 624-4144
DUEWEG	Walden Run Apartments	312 E Hardy, Box 434 (office)	Dueweg	64841 (417) 624-5844	Y	Y	Y	
JOPLIN	1592 Michigan Place	1502 S Michigan (formerly Oak Meadows)	Joplin	64801 (417) 781-9973	Y	Y	Y	
JOPLIN	Autumn Place Assisted Living	2082 E Zora	Joplin	64801 (417) 626-8900	Y	Y	Y	
JOPLIN	Barnett Hills	1834 W 24th Street	Joplin	64804 417-624-4514	Y	Y	Y	
JOPLIN	Bell Management	3509 E 20th St	Joplin	(417) 624-4144	Y	Y	Y	
JOPLIN	Campbell Restorative Apartments	1703 Campbell Parkway	Joplin	64804 (417) 781-9110	Y	Y	Y	
JOPLIN	Eastmoorland Place	2920 E 13th Street	Joplin	64801 417-621-5707	Y	Y	Y	(417) 206-9101
JOPLIN	Edgeman Properties of Joplin	2319 S Texas	Joplin	64801 (417) 392-1381	Y	Y	Y	
JOPLIN	Ford Lots	228 S Joplin Avenue	Joplin	64804 (417) 889-8841	Y	Y	Y	
JOPLIN	Forest Park Apartments	228 S Joplin Avenue	Joplin	64804 (417) 782-1580	Y	Y	Y	
JOPLIN	Frisco Station Apartments	601 S Main St	Joplin	64804 (417) 528-8720	Y	Y	Y	
JOPLIN	Hampshire Terrace	2001 Hampshire Terrace	Joplin	64804 (417) 528-8751	Y	Y	Y	
JOPLIN	Hope Cottages Homes	1109 S Sergeant	Joplin	64801 (417) 781-0325	Y	Y	Y	
JOPLIN	Jasper County Public Housing	302 Joplin Street	Joplin	64801 (417) 624-4514	Y	Y	Y	
JOPLIN	Joplin Housing Authority	1824 W 24th Street	Joplin	64801 (417) 624-7730	Y	Y	Y	
JOPLIN	Mercy Village Senior Housing	1501 Rex Avenue	Joplin	64801 (417) 623-7123	Y	Y	Y	
JOPLIN	Missouri Place Apartments	1148 W 28th St	Joplin	64801 (417) 624-1118	Y	Y	Y	
JOPLIN	Murphy Manor	102 E 2nd Street	Joplin	64804 (417) 623-0794	Y	Y	Y	
JOPLIN	Northpark Apartments I & II	512 E 22nd Street	Joplin	64801 (417) 624-4514	Y	Y	Y	
JOPLIN	Redwood Towers	128 S Wall Avenue	Joplin	64801 (417) 626-0400	Y	Y	Y	
JOPLIN	Springview Gardens Apartments	3502 Newman Road	Joplin	64801 (417) 659-8815	Y	Y	Y	
JOPLIN	Shenley Duplexes	1631 Rex Avenue	Joplin	64801 (417) 659-8815	Y	Y	Y	
JOPLIN	Tanglewood Apartments	1736 West 22nd	Joplin	64804 (417) 781-3673	Y	Y	Y	
JOPLIN	The Villas at the Plaza	2525 E 32nd Street	Joplin	64804 (417) 782-3336	Y	Y	Y	
JOPLIN	Zahn Apartments	1715 Rex Avenue	Joplin	64801 (417) 621-0200	Y	Y	Y	
MCDONALD COUNTY	Indian Creek Apartments	320 South Wall	Joplin	64801 (417) 623-8294	Y	Y	Y	
MCDONALD COUNTY	Noel Heights	50 Indian Creek Drive	Anderson	64831 (417) 845-6033	Y	Y	Y	
MCDONALD COUNTY	Rolling Hills Apt	28 Redwood Ln	Noel	64854 (417) 475-3400	Y	Y	Y	
MCDONALD COUNTY	Salpiter Street Property	161 Route C	Goodman	64843 (417) 364-4555	Y	Y	Y	
MCDONALD COUNTY	The Summit Apartments (Pineville Apartments)	214 Clay	Noel	64854 (417) 627-2022	Y	Y	Y	
MCDONALD COUNTY	Monet Meadows—Airport Road	301 Pleasant	Pineville	64854 (417) 223-4093	Y	Y	Y	
MCDONALD COUNTY	Monet Meadows—Airport Road	1004 Old Airport Road	Monet	65708 (417) 235-6086	Y	Y	Y	
MCDONALD COUNTY	Schroeder Duplexes	905 County Road	Monet	65708 (417) 235-6086	Y	Y	Y	
MCDONALD COUNTY	The Oaks Apartments	423 W Brook Street	Monet	65708 (417) 235-6111	Y	Y	Y	
MCDONALD COUNTY	Book Village Apartments	1451 Pineville Road	Neosho	64850 (417) 451-3021	Y	Y	Y	
MCDONALD COUNTY	Century Street Apartments	PO Box 4 (Charles Street)	Diamond	64640 (417) 638-5099	Y	Y	Y	
MCDONALD COUNTY	Diamond Apartments		Diamond	(417) 627-2022	Y	Y	Y	
MCDONALD COUNTY	Economic Security Community Development Corporation		Grandy	64844 (417) 472-3099	Y	Y	Y	
MCDONALD COUNTY	Grandy Senior Housing	199 Twin Oaks Drive	Grandy		Y	Y	Y	

NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Housing Authority of Neosho (The Oaks)	321 S Hamilton	Neosho	64850 (417) 451-5303					
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Indian Hills Apartments	800 Chickesaw St	Seneca	64855 (417) 776-2141	(417) 776-8434	Y	Y		
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Lane Apartments	303 E Hickory	Neosho	64850 (417) 451-4399		Y	Y		
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Last Creek Manor	Last Creek Manor St	Seneca	64855 (417) 776-8704		Y	Y	Y	
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Sunny Slopes Apartments	2101 Highway K	Seneca	64855 (417) 624-4144		Y	Y	1	Y
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	The Trails Apartments (Neosho Apartments)	500 N Gibbs	Pierce City	65723 (417) 476-2026	(417) 225-8038	Y	Y	Y	
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Tower Road Apartments	3780-3780 2nd St	Neosho	64850 (417) 437-8146		Y	Y	2	
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	Pineville Housing Authority	250 Tower Road	Grandy	64844 (417) 592-0706		Y	Y		
NEOSHO/SENECADIAMOND/GRANBYPIERCE CITY	The Summit Apartments (Pineville Apartments)	Big Sugar Road Pineville, MO	Pineville	64854 (417) 845-5351		Y	Y	Y	
PURDY	Purdy Apts., Cedar Towers	800 Monroe St	Purdy	64834 (417) 782-4700		Y	Y	2	
SARCOXIE	Rental Autumn Woods	Chy Highway 37 and Lincoln Avenue	Purdy	65734 (417) 442-3347	(417) 624-4144	Y	Y	Y	
SOUTHWEST CITY	Liberty Station Apartments	400 E High	Sarcoxi	64852 (417) 548-0226		Y	Y	Y	
SOUTHWEST CITY	Southern City Housing Authority	500 South Mill St	Southwest City	64863 (417) 548-0226		Y	Y	Y	
WEBB CITY	Cardinal Towers (Senior Living)	702 A Mark Twain Circle	Southwest City	64863 (417) 762-4700	(417) 539-4876	Y	Y	1.2	
WEBB CITY	Ellis Point Apartments	324 N Tom	Webb City	64870 (417) 762-3487		Y	Y	Y	
WEBB CITY	Jane Chinn Heights	1604 S Ellis	Webb City	64870 (417) 573-5665		Y	Y	Y	2.3
WEBB CITY	Kodiak Properties	1400 W Austin	Webb City	64870 (417) 573-1444		Y	Y	Y	
WEBB CITY	Meadowcrest Manor	4880 S Farm Rd 189	Rogersville	64870 (417) 573-2288		Y	Y	Y	
WEBB CITY	Meadowcrest Apartments	1802 S Donago	Webb City	65742 (417) 892-4440		Y	Y	Y	
WEBB CITY		415 N Washington	Webb City	64870 (417) 873-2532		Y	Y	1	
WEBB CITY				64870 (417) 873-2298		Y	Y	Y	

HOUSING CHOICE VOUCHER PROGRAM OWNER/LANDLORD INFORMATION

The Housing Choice Voucher (HCV) Program provides rental assistance to low-income families while allowing the Landlord to maintain the Tenant/Landlord relationship as it would be in the unassisted rental market. This packet will provide you with some basic information about landlord participation in the program. This program is funded by the U.S. Department of HUD. For more general program information, please visit our website at www.escwa.org.

HOW TO LEASE YOUR UNIT TO AN HCV PARTICIPANT

The Jasper County Public Housing Agency (JCPHA) can not provide you with applicants or participants for your vacant units. However, if you are interested in participating in the HCV program as a landlord, you may call us at (417) 781-0352. Also, you can advertise in the newspapers that you will accept HCV participants, to help attract tenants to your rentals. You can only participate in the HCV program if one of our applicants or participants contacts you and requests to transfer their housing assistance to your rental unit.

TENANT SCREENING

Please be aware that owners are responsible for screening and selecting tenants as they would in the unassisted rental market. The JCPHA only determines that the tenant is income eligible for the program. We do not screen program participants to look for "good tenants".

Due to confidentiality restrictions, the JCPHA can tell you very little about your prospective tenant. However, federal regulations require that we release the tenant's current address and the name and address of the tenant's current and prior landlord to assist in the tenant screening process, if requested by prospective landlords.

LANDLORD/TENANT LEASE

Landlords are required to use their own lease. HUD requires that the Landlord/Tenant lease contain information about the dwelling unit, utility responsibility and a HUD Tenancy Addendum. The JCPHA will supply the Addendum containing all required items for incorporation in your lease. Within the body of your lease, you must include reference to the HUD Tenancy Addendum. Suggested wording: "*HUD Tenancy Addendum is incorporated in this lease.*" You must also supply a copy of your lease to the JCPHA. This can be done when you complete the paperwork that will be sent to you after the unit has been approved for the program.

STEPS INVOLVED IN THE LEASE UP/CONTRACT FINALIZATION PROCESS

After screening and selecting your potential tenant, you must complete a "Request for Tenancy Approval Form (RFTA)" (provided by the JCPHA to the tenant). Upon submittal of this form, the requested rent is reviewed to ensure that it does not exceed maximum program rent. If the requested rent is within our allowable range, then the JCPHA will schedule the unit for an initial Housing Quality Standards (HQS) inspection. If the tenant moves into the unit before it passes

HOUSING CHOICE VOUCHER PROGRAM OWNER/LANDLORD INFORMATION (Continued)

this inspection, the tenant is responsible for full rent to the owner prior to the date the unit passed inspection.

Once the unit passes inspection (or a re-inspection if there are failed items), the unit is approved for the program and the Housing Assistance Payment (HAP) contract can be finalized. The HAP contract (sample attached) is a contract between the landlord and JCPHA. This contract sets forth the terms of payment to landlords who participate in the Housing Choice Voucher program. The JCPHA will prepare the HAP Contract. Please note that if there are any differences between the information in the Landlord/Tenant Lease, and the HUD Tenancy Addendum, the HUD Tenancy Addendum will supersede the lease.

Once all documents have been signed and returned, payments will begin. Payment will be retroactive to the date that all of the following items were completed:

- The unit passed inspection.
- The lease was signed by both Tenant and Landlord.
- The Tenant occupied the unit.

SECURITY DEPOSIT

Under the HCV program, the landlord may collect a security deposit equivalent to the collected in the private market. This amount must be entered on the Request for Tenancy Approval Form.

If the tenant leaves without notice or damages the unit, the landlord may use the deposit for unpaid rent or to make the necessary repairs. If the deposit is insufficient, the landlord may claim the balance from the tenant. The landlord may not claim the balance from the JCPHA.

HCV rental assistance programs have no provision to pay for security deposits to the landlord. Any rent that the tenant owes before the HAP is executed by the JCPHA is the tenant's responsibility. The JCPHA cannot pay retroactive rent.

HOW TO CONTACT JASPER COUNTY PUBLIC HOUSING AGENCY

Write:	Jasper County Public Housing Agency	Telephone:	(417) 781-0352
	P.O. Box 207	Fax:	(417) 627-2092
	302 South Joplin		
	Joplin, MO 64802		

Contacts: Staci Bingham, Housing & Development Director – 417-627-2022 – sbingham@escswa.org
Casey VanStory, Housing Assistance Supervisor – 417-627-2052 – cvanstory@escswa.org
Christy Carter, Housing Assistance Coordinator – 417-627-2010 – ccarter@escswa.org
Crystal Cogdill, Housing Assistance Coordinator – 417-627-2042 – ccogdill@escswa.org

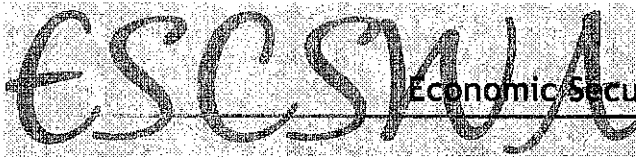
BEFORE YOU SIGN YOUR LEASE CHECKLIST

- How long does the lease run? One year is typical, but some landlords rent month-to-month, which gives both the tenant and the landlord great flexibility. The HCV voucher requires your initial lease to be for one year.
- The lease might refer to you, the renter/tenant, as the "lessee" and the landlord as the "lessor." The space you are renting may be referred to as the "premises" or the "leased premises."
- The lease may prohibit you from using the premises for a home business.
- The lease may limit the number of people who can live on the premises, this is also subject to approval of the PHA.
- The lease may prohibit pets.
- Review the provisions in the lease relating to ending the tenancy. How much advance notice do you have to give to the landlord? If you don't give the notice on time, will the lease automatically be extended for another lease term?
- Check to see what happens if you "hold over" and do not move out on time.
- The lease may have a provision saying that if you break the lease you will automatically have to pay the landlord a stated amount of money. This kind of provision is called a "liquidated damages clause." It means that the landlord will not have to prove the actual amount of money damage your breach would cause. These provisions can be very unfair to the tenant. Don't get stuck with one!
- When is the rent due? Are there late fees? Do you have a little time after the due date to get your rent paid without triggering the fee?
- What are the security deposit requirements? Does your state require that the deposit be returned with interest and an itemized statement of deductions from the deposit? Does the lease reflect that requirement?
- Who is responsible for utilities?
- What are the landlord's responsibilities to make repairs and perform routine maintenance? For example, who shovels the sidewalk in the winter and who mows the lawn?
- Watch out for a clause that says the landlord will have a "lien" on your personal property if you don't pay the rent or if you damage the premises. A "lien" is a right to claim somebody else's property if any stated condition, such

as nonpayment, occurs. The lien will give the landlord the right to take your property away to satisfy your debt without having to prove to anybody that you have failed to pay or that the landlord has suffered a monetary loss. In other words, the landlord would not have to go through a formal eviction proceeding. While most courts would decide that the automatic lien provision could not be enforced, it's easier on you if that clause isn't even in the lease.

- Insist that you and the landlord walk through the premises after the landlord has agreed to rent to you so that you both see what condition it's in and what repairs may be required. Make a list of any questionable items, have the landlord sign it or initial it with the date, and do the same thing yourself. Keep the list with your lease and provide a copy to the landlord. This document may prove invaluable if the landlord later withholds money from your security deposit.

READ EVERY SINGLE WORD OF YOUR ENTIRE LEASE, TAKE THE TIME!!!



Economic Security Corporation of Southwest Area

P.O. Box 207 • 302 South Joplin • Joplin, Missouri 64802

(417)781-0352 • fax (417)781-1234

THINGS TO REMEMBER FROM THIS DAY FORWARD!!!!!!

1. You can officially start looking for a unit today.
2. You can pick a unit in Jasper, Newton, Barton, McDonald Counties outside the City Limits of Joplin.
3. Once you pick a unit you will give the potential landlord your Request For Tenancy Approval; the landlord will complete the forms.
4. It is **YOUR** responsibility to communicate with the landlord on how the Request For Tenancy Approval will get back to Economic Security Corporation.
5. Once the Request for Tenancy Approval is returned to Economic Security Corporation, it will take on average **4 – 7 days to process** it and schedule the unit for inspection. **THIS IS NOT AN OVERNIGHT PROCESS!!!!** If the request for tenancy is not completely filled out or we are unable to reach your landlord this may delay your processing.
6. Once the unit passes inspection you are good to enter into a lease with the landlord.
7. It is **YOUR** responsibility to return a copy of your signed executed lease with the landlord to Economic Security Corporation.
READ YOUR LEASE BEFORE YOU SIGN!
8. Once the signed lease is received at Economic Security Corporation additional paperwork will be generated for your landlord to sign.....this is **Economic Security's Responsibility.**
9. Once all the paperwork has been signed by your landlord we will either pay your landlord on the 1st or 15th of the month.
10. ***If your Landlord has questions regarding payment or other questions have them call us!!!***

