

Chicago Housing Authority Housing Choice Voucher Program



CHA

CHICAGO HOUSING
AUTHORITY™

Property Owner Guidebook



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June 2025

www.thecha.org/hcv

Dear Property Owner,

It is a pleasure to welcome you to the Chicago Housing Authority's Housing Choice Voucher (HCV) Program!

Individuals and families living in all of the 77 community areas of Chicago are in need of quality, safe and affordable housing. By partnering with the Chicago Housing Authority (CHA) and participating in the HCV Program, you are helping to fulfill this need.

To assist you throughout your experience with the Program, we created this Property Owner Guidebook as a resource that provides detailed information on CHA policies and procedures, renting your property, inspections, rent determination, utilities, terminations and more. In addition, we've included sample forms and other documentation that will be useful to you as an HCV Program property owner.

We encourage you to take the time to read through this book and keep it as a reference so that you can make the most out of your participation.

Thank you for your interest in the HCV Program. We look forward to building a long and successful relationship with you!



Table of Contents

Introduction to the HCV Program	5
Contacting CHA	7
Program Overview	8
Ethics Policy	11
Nine Steps to Success in the HCV Program	13
Step 1: Watch the Property Owner Briefing	15
Step 2: Market Your Property	16
• <i>Advertising Ideas</i>	
• <i>Mobility Areas</i>	
• <i>AffordableHousing.com</i>	
Step 3: Select a Suitable Tenant	18
• <i>Voucher Review</i>	
• <i>Unit Size Guidelines</i>	
• <i>Fair Housing Laws</i>	
• <i>Screening Practices</i>	
• <i>Preparing the RTA Packet</i>	
• <i>Security Deposits</i>	
Step 4: Pass an Owner Eligibility Screening	24
Step 5: Accept the Rent Offer	26
• <i>Considerations for Rent Determination</i>	
• <i>Payment Standards</i>	
• <i>Utility Allowance</i>	
• <i>Rent Determination Example</i>	
Step 6: Have the Unit Inspected	31
• <i>Inspection Process</i>	
• <i>Getting Your Results</i>	
• <i>Rent-Ready Criteria</i>	
Step 7: Sign the Lease and HAP Contract	34
• <i>Determining Move-In Date</i>	
• <i>Lease and Tenancy Addendum</i>	
• <i>HAP Contract Information</i>	

Table of Contents

Step 8: Collect HAP and Family-Paid Portion of Rent	36
• <i>Direct Deposit</i>	
• <i>Overpayment and Debts Owed to CHA</i>	
Step 9: Manage Your Property and Enforce the Lease	37
• <i>Participant Re-Examinations</i>	
• <i>Change of Ownership/Management</i>	
• <i>Change of Contact Information</i>	
• <i>Rent Increase Requests</i>	
• <i>Tax Savings Program</i>	
• <i>Vacancy Payments</i>	
• <i>Property Owner Tips</i>	
• <i>Inspection Types</i>	
• <i>Failed Inspections</i>	
• <i>Inspection Extensions</i>	
• <i>Move-Out Process</i>	
• <i>Lease Terminations and Evictions</i>	
• <i>Informal Hearings</i>	
• <i>HAP Contract Termination</i>	
• <i>Property Owner Suspension Guidelines</i>	
• <i>Improving Properties Initiative (IPI)</i>	
Resources	51
Property Owner Information Resources	53
Online Forms and Documents	55
Request for Tenancy Approval (RTA) Packet	56
• <i>Instructions</i>	
• <i>RTA Form</i>	
• <i>RTA Form Key</i>	
• <i>Authorization for the Release of Information</i>	
• <i>Disclosure of Lead</i>	
• <i>Direct Deposit Authorization</i>	
• <i>W-9 Form</i>	
• <i>Affidavit of Ownership</i>	
• <i>Property Owner Certification Form</i>	
• <i>Management Authorization Form</i>	

Table of Contents

CHA Mobility Areas Map	75
HAP Contract	76
Chicago Residential Landlord and Tenant Ordinance Summary	84
Section 8 Vouchers & Source of Income Discrimination Ordinance ...	88
HAP Contract Part C: Tenancy Addendum	90
Move-In/Move-Out Inspection Form	95
Notice to Vacate	99
Acknowledgement to Vacate Notice	100
Lead-Based Paint Educational Resources	101
• <i>CHA "Protecting Your Child from Lead" Brochure</i>	
• <i>EPA "Protect Your Family from Lead in Your Home" Brochure</i>	

Participant Resources

CHA Family Obligations	126
Foreclosure: Tenants' Rights and Responsibilities	130
CHA Special Programs	131
Disability and Language Resources	132
Interpretation Services Notice	134
Resources for Victims of Domestic Violence	136



Introduction to the HCV Program

Contacting CHA



CHA Customer Call Center

Whenever you have a question, you should first contact the CHA Customer Call Center for help.

Phone: 312-935-2600 (TTY: 312-461-0079)

Email: ownerinfo@thecha.org
(general questions)

hcvpinpections@thecha.org
(Inspections Department)



Our specialists strive to give you the information you need as fast as they can and do their best to keep you on hold for less than two minutes at a time or respond to your email within 24 hours.

Note: Call center activity is normally higher on Mondays. Therefore, you may not have as long of a wait if you call on Tuesdays, Wednesdays, Thursdays or Fridays.

If a call center specialist cannot answer your question(s), they will forward your inquiry to someone who can. At the conclusion of the call or within the text of the email response, the specialist will give you a reference or case number for future reference. Generally, if your inquiry cannot be resolved during your initial contact, CHA will respond within three to five business days.

The CHA Customer Call Center can provide you with information on topics such as:

- HAP deposits and mailing information
- Program administration
- Contract status
- Inspections
- Rent increase requests
- Participant Re-Examination status

HCV Program Owner Services Department — Central Office

CHA operates a dedicated Owner Services Department staffed with Owner Liaisons to provide personal assistance and exceptional service to HCV Program property owners and managers. Whether you need to drop off paperwork, attend an in-person meeting, address concerns or ask questions and prefer to do so in person, or want guidance on submitting documents to CHA, you will do so in our Owner Services Department at the Central Office: 60 E. Van Buren, 9th Fl., Chicago, IL 60605.

Other CHA Regional Offices

If you only have documents to drop off and cannot make it downtown, you may visit a Regional Office:

South Office
3617 S. State St., Chicago, IL 60609

West Office
1852 S. Albany Ave., Chicago, IL 60623

The CHA Customer Call Center and Regional Offices are open Monday - Friday, 8:30 a.m. – 5:00 p.m.

Charles A. Hayes Family Investment Center (the “FIC”)

CHA holds some property owner workshops and networking events at this Bronzeville community center located at 4859 S. Wabash Ave., Chicago, IL 60615.

In addition, CHA offers live and on-demand educational webinars and briefings that can be viewed from the comfort of your own home or on-the-go using a computer tablet or smartphone. For the full schedule or to register for any upcoming HCV sessions, visit **www.thecha.org/hcvownerevents**.

Program Overview

What is the Housing Choice Voucher (HCV) Program?

The Housing Choice Voucher Program is a publicly funded program that provides rental assistance in the private market to eligible low-income families, the elderly and people with disabilities. Congress created the HCV Program as part of the Housing and Community Development Act of 1974. The U.S. Department of Housing and Urban Development (HUD) funds the Program and provides regulations and guidelines for the Chicago Housing Authority (CHA).



The Program provides improved living conditions for participant families while making their rent affordable.

Through partnerships with property owners like you, the HCV Program offers a variety of housing opportunities for voucher holders including apartments, duplexes, single-family homes, townhouses and condominiums.

Roles and Responsibilities

Each HCV Program partner (HUD, CHA, property owner and participant) has different responsibilities:

U.S. Department of Housing and Urban Development

- Allocate HCV Program funds to CHA.
- Develop policy, regulations, handbooks, notices and other tools that implement and explain the housing legislation.
- Contract with CHA to administer the HCV Program (CHA signs the Annual Contributions Contract with HUD).
- Provide technical assistance and training to CHA concerning policies and regulations.
- Monitor CHA compliance with policies, regulations and Program administration through reviews and audits.

Chicago Housing Authority (and Its Contractors)

- Manage daily operations with fiscal integrity in accordance with federal rules and regulations.
- Meet all established goals and objectives.
- Provide property owners, property managers, applicants, voucher holders and participants with prompt, professional service.
- Determine eligibility for applicants and participants; conduct appropriate Re-Examinations for continued eligibility.
- Monitor property owners and participants to ensure compliance with HCV Program rules and regulations.
- Terminate Housing Assistance Payment (HAP) Contracts and/or assistance to families for HCV Program rule violations.
- Explain all the rules and regulations to current and prospective property owners, property managers, applicants, voucher holders and participants.

- Conduct inspections to ensure units meet federal guidelines with regard to health and safety standards.
- Determine and pay Housing Assistance Payments to the property owner on behalf of the participant.
- Seek expanded opportunities for assisted families to locate housing outside areas of concentrated poverty.

Property Owners/Managers

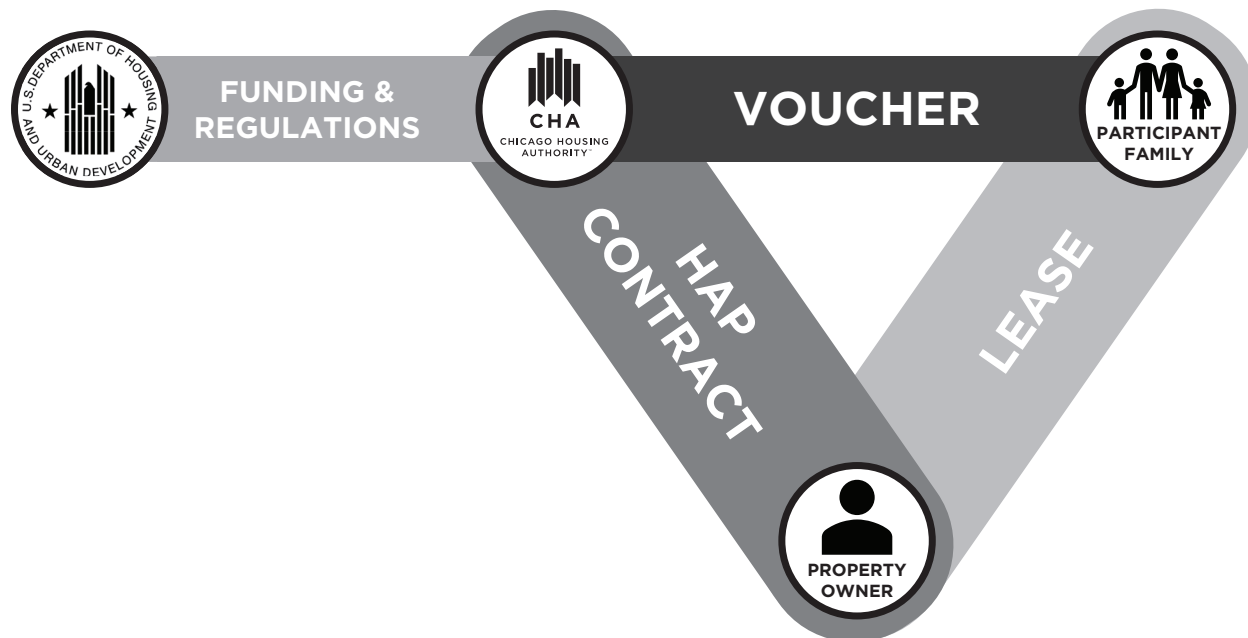
- Screen families for suitability as tenants and lease the unit.
- Collect amounts due from the participant under the lease including rent, security deposit, late fees and other charges (e.g., for damages to the unit).
- Comply with the terms of the HAP Contract, lease and Tenancy Addendum.
- Be present at any inspections.
- Pay for owner-supplied utilities and services.
- Make timely repairs to keep the property in good condition.
- Manage the lease, including evictions for lease violations.
- Comply with Fair Housing, landlord and tenant laws.
- Stay informed of HCV Program updates.

Participants

- Find a suitable housing unit.
- Comply with HCV Program rules and regulations as well as the terms of the lease and Tenancy Addendum with the property owner.
- Allow CHA and the property owner or manager to inspect the unit.
- Pay rent and any family-supplied utilities on time.
- Provide and maintain any appliances that the property owner does not supply.
- Report income and household composition for verification and certification of eligibility at biennial, triennial and interim Re-Examinations.
- Keep the unit in good, safe, decent and sanitary condition.
- Abide by all CHA Family Obligations (see the list in the Resources section of this Guidebook).

How the Process Works

The graphic below shows how different groups work together within the HCV Program.



HUD and CHA

The U.S. Department of Housing and Urban Development writes the Program's rules and gives money to local agencies like CHA to run the Program. CHA uses the funds to run the Program and to pay part of families' rent to property owners. HUD and CHA enter into a contract for the funding and administration of the Program.

Participants and CHA

Chicago residents who qualify for the Program receive vouchers from CHA to help them pay for a rental unit anywhere in the city. The applicant signs the voucher (containing the Family Obligations of the Program) with CHA and becomes a voucher holder.

Property Owners and CHA

When a property owner wants to rent a unit to a voucher holder, CHA and the property owner sign a HAP Contract establishing the subsidy arrangement in which CHA agrees to pay a portion of the voucher holder's rent each month.

Property Owners and Participants

Property owners rent their units to participants and enter into leases with them. The lease, along with the Tenancy Addendum, are what govern the property owner/participant relationship.

CHA Ethics Policy

Taxpayers are responsible for funding the Housing Choice Voucher (HCV) Program, and any appearance of fraud or corruption in the system could affect public confidence. Without the public's trust, the HCV Program risks losing public funding.

It's imperative that everyone involved in the HCV Program look out for fraud and corruption within the system. Ethics are truly everyone's responsibility, including yours as an HCV property owner.

CHA Staff Ethics

CHA has developed an ethics policy to fight fraud and corruption by preventing employees and contractors from using or appearing to use their position for personal gain.



Ethics violations for **any** CHA employee or contractor include:

- Accepting gifts of any value at any time.
- Charging an applicant, voucher holder or participant any fees for HCV Program-related services (excluding exceptions defined in the CHA HCV Program Administrative Plan).
- Improperly approving any Program transaction in exchange for any gift, payment or favor.
- Owning or having a controlling interest in a property involved in the HCV Program.
- Charging fees for a priority place on any waiting list.

Additionally, ethics violations for CHA Inspectors include:

- Allowing a unit that fails an inspection to pass in exchange for gifts, payment or favor.
- Offering to repair or remediate any failed areas of an inspection outside of his/her working hours in exchange for gifts, payment or favor.

If you witness a CHA employee or its contractors violating any of these policies or engaging in any other questionable behavior, or if you become aware of any fraudulent or unethical activity by an HCV participant, please call the CHA Fraud Hotline at **800-533-0441** immediately. Staff will handle your call promptly and confidentially.

Property Owner Ethics — Side Payments

CHA instructs participants to immediately report any instances of a property owner or manager asking for a payment outside the agreed upon rent. Collecting side payments from HCV Program participants is a serious offense and punishable under federal law. A participant or property owner or manager who pays or collects a side payment will be removed from the HCV Program.

CHA Fraud Hotline
800-533-0441

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Nine Steps to Success in the HCV Program

- | | |
|---------------|--|
| Step 1 | Watch the Property Owner Briefing:
"Get Started with the HCV Program" |
| Step 2 | Market Your Property |
| Step 3 | Select a Suitable Tenant |
| Step 4 | Pass an Owner Eligibility Screening |
| Step 5 | Accept the Rent Offer |
| Step 6 | Have the Unit Inspected |
| Step 7 | Sign the Lease and HAP Contract |
| Step 8 | Collect HAP and Family-Paid Portion of Rent |
| Step 9 | Manage Your Property and Enforce
the Lease |

Step 1 — Watch the Property Owner Briefing: "Get Started with the HCV Program"

All property owners and managers interested in participating in the Program are encouraged to watch "Get Started with the HCV Program" — the on-demand property owner briefing. During this 35-minute session, the HCV Owner Outreach team reviews important CHA policies and procedures, key provisions of the HAP Contract and Tenancy Addendum as well as information on what is needed to be successful as a new HCV property owner, including:

- What to do when a participant family is interested in your unit
- How to market your vacancies to HCV participant families
- How to pass the initial CHA-conducted inspection
- How CHA determines rental rates
- What to do if you buy a property with existing HCV participant tenants
- How to contact CHA with requests, concerns and questions
- And more!



In addition, CHA recommends that current HCV property owners and managers also watch the on-demand briefing periodically to refresh their knowledge about HCV Program operations and administration as well as receive information about recent changes to the Program.

For more information, including a link to access the on-demand property owner briefing, please visit **www.thecha.org/hcvownerbriefing**.

If you have any briefing-related questions or want to request a 1:1 consultation, contact the HCV Owner Outreach team at **owneroutreach@thecha.org** for assistance (también ofrecemos estos servicios en español).

Step 2 — Market Your Property

Once you've watched the on-demand property owner briefing and understand the benefits of the HCV Program, you can advertise your unit(s) to potential tenants.

Where should you advertise?

CHA suggests several resources to assist you in marketing your property:

- Online at **www.AffordableHousing.com** (see next page)
- Signage on/around the unit
- Apartment Guides
- Real estate agents
- Online classified ad sites (Craigslist, rent.com)
- Flyers posted at HCV Program offices (when available)



What should you charge?

The amount of rent to charge for your unit is a very important decision, and you should gather as much data as you can before you determine the price. Some key factors to consider when making your decision include:

- **Comparable Units**
No matter how many improvements you make or how well you manage your property, the rental price of your unit ultimately depends on the price of other similar units in your area. CHA uses comparable units (or “comps”) as a large factor in determining the subsidy it is able to pay. The same site where you list your unit for rent, **www.AffordableHousing.com** (details in the sidebar on the next page), is also an excellent place to find comps in your area.
- **Unit Condition**
While comps dictate the price range your unit falls into, an exceptionally clean, well-maintained and upgraded unit will rent for a higher price than one that has fallen into disrepair.
- **Amenities**
Elements such as location in a **Mobility Area** (see below), proximity to transportation and shopping, a secured entry, a washer/dryer in the building or unit, or other desirable features of the unit can help justify a higher rental rate.

When pricing your unit, it is also helpful to understand how CHA calculates the rental amount it offers to HCV Program property owners. Details on CHA's rent determination process can be found on pages 26-30 of this Guidebook.

Mobility Areas

CHA seeks to expand housing choice outside areas of poverty or minority concentration. CHA calls these Mobility Areas and defines them as Community Areas where less than 20% of its families have income below the poverty level and there is a below median reported violent crime count (normalized by the area's total population). Some areas with improving poverty and violent crime rates along with job opportunity clusters are also designated as Mobility Areas.

Property owners with units located in one of the Mobility Areas (see map on page 75 of this Guidebook or visit www.thecha.org/mobility) may choose to market this designation. Some Mobility Areas may be eligible for a higher rent subsidy and incentive payments. However, since the HCV Program does limit the maximum rent amount, be sure to look for prospective tenants whose designated voucher size has the same number of bedrooms as your unit. Although the rent a property owner requests for a particular unit may reflect the market rate for a particular community, it may be beyond what CHA can approve.

Landlord Incentive Payments

To further the goal of deconcentrating poverty and provide greater access to all neighborhoods throughout the city of Chicago, CHA implemented a program that offers an added incentive for property owners with units in Mobility Areas.

How does it work?

A property owner who has never participated in the HCV Program and leases a unit to a CHA voucher holder in a Mobility Area is eligible to receive a one-time, lump sum payment equal to the monthly Contract Rent of the unit (participant portion plus CHA portion). There is no need to apply. As long as the unit is located in one of these designated areas (see map on page 75 of this Guidebook or visit www.thecha.org/mobility), the property owner will automatically receive this payment within 30 days of the first Housing Assistance Payment.



List Your Property for FREE!

How do I list my properties with AffordableHousing.com?

Simply sign up online at www.AffordableHousing.com or use the link on the HCV Owner Portal (click 'Resources' within the site menu).

Who is eligible to sign up?

Housing providers (e.g., property owners, property managers, etc.) who want to advertise rental properties online to potential tenants.

Why should I sign up?

AffordableHousing.com is the most visited and largest affordable housing listing network in the country. The easy-to-use platform is designed to help solve and simplify some of the most complex challenges that property owners and managers face with moderately priced housing inventory. By signing up you can:

- Have your listing(s) viewed frequently — the service is free for renters to search.
- Review comparable unit data.
- Take advantage of a variety of useful, free tools to help manage your properties.

Questions? Call toll free at **866-466-7328**.

Step 3 — Select a Suitable Tenant

Whether you use AffordableHousing.com to list your property or not, a prospective tenant may come to you with a voucher in hand. When that happens, you should use the same diligence in screening a potential HCV Program tenant as you would any other tenant. To begin the process, ask to see his or her voucher.

Review the Voucher

Check the expiration date to confirm that the voucher is still valid. Verify the unit bedroom size approved for the family. This information is included on the voucher (see the detailed sample below). The voucher size does not determine the unit size for the tenant, but only the amount of subsidy CHA may provide. For instance, a family with a two-bedroom voucher may choose to lease a three-bedroom apartment if that apartment is within the two-bedroom payment standard.

1. Unit Size The unit size CHA expects the family will rent. CHA will use this as a payment standard although the family may seek a different size unit.	2. Issue Date Day the family received their voucher.	3. Expiration Date Date the voucher expires (120 days from issue date).
<p>U.S. Department of Housing and Urban Development</p> <p>Office of Public and Indian Housing</p> <p>OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.6 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required for participation in the housing choice voucher program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.</p> <p>Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.</p> <p>Please read entire document before completing form Fill in all blanks below. Type or print clearly.</p>		
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size (mm/dd/yyyy)	Voucher Number
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA) Chicago Housing Authority	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)
8. Name and Title of PHA Official		

5. Name of Family Representative
Name of the head of household who received the voucher.

6. Signature of Family Representative
Signature of the head of household who is receiving the voucher.

9. Signature of PHA Official
Must be signed by CHA to be valid.

Date Signed
Date the head of household received the voucher.
Note: Should be the SAME as the issuance day.

Guidelines for Unit Size

CHA assigns one bedroom for the head of household and spouse or co-head of household to share, and one additional bedroom for every two persons within the household. If the family requires a live-in aide, he/she and his/her family members will not be classified as family members to the head of household and do not have any rights to the voucher. The standards used to determine the number of bedrooms an HCV Program participant family is eligible for are in the table below.

Number of Bedrooms	Minimum Number of Persons in Household	Maximum Number of Persons in Household*	Maximum Number of Persons with a Living Room/Sleeping Area*
0	1	1	1
1	1	2	4
2	2	4	6
3	4	6	8
4	6	8	10
5	8	10	12
6	10	12	14

**Persons in Household refers to the number of people with rights to the voucher. The number of Persons with a Living Room/Sleeping Area might differ if the household has a live-in aide and members of the aide's family are living in the unit.*

Fair Housing Laws

It is important for property owners and managers to understand the basic rights provided to tenants under Fair Housing laws. The premise is simple: everyone has the legal right to live anywhere he/she wants (and can afford) to live. Fair Housing laws apply to both individuals and families whether they are voucher holders or not.

In combination, the Fair Housing laws issued by the City of Chicago, Cook County, the State of Illinois and the Federal government prohibit discrimination based on the following:

- race
- ancestry
- disability
- familial status
- sexual orientation
- covered criminal history
- color
- religion
- sex
- marital status
- military discharge
- national origin
- age
- gender identity
- housing status
- source of income

Fair Housing laws do not require property owners to rent to anyone who wants to rent one of their units. Property owners have the right to screen applicants based on legal guidelines and procedures. Some property owners require a prospective tenant to undergo a formal screening policy that may include:

- Filling out a thorough application form.
- Reviewing previous rental history.
- Conducting a criminal background check (in accordance with the Just Housing Amendment to the Cook County Human Rights Ordinance).
- Checking references.

Note: Chicago ordinance requires property owners to consider the housing voucher a source of income when determining an individual's suitability as a tenant. See page 88 of this Guidebook for guidance on the city of Chicago's Section 8 Vouchers and Source of Income Discrimination Ordinance.

Under the Fair Housing Act, it is against the law for property owners, managers or any of their employees/representatives to:

- Refuse to rent housing to a qualified applicant.
- Tell a prospective tenant that housing is not available when it is available.
- Only show a prospective tenant apartments or homes in certain neighborhoods.
- Advertise housing only to preferred groups of people.
- Coerce, intimidate or interfere with anyone exercising or assisting someone else with Fair Housing rights.
- Sexually harass an applicant or tenant (i.e., unwelcome advances, suggestive messages).

The U.S. Department of Justice (DOJ) Civil Rights Division has an initiative to combat sexual harassment in housing. To learn more and to view available resources for victims of sexual harassment, visit **www.thecha.org** and search for DOJ. Or, to connect directly with the DOJ, call the Sexual Harassment in Housing Initiative Line at **844-380-6178** or send an email to **fairhousing@usdoj.gov**.

Screening Practices

Property owners must apply the same standards of tenant selection to an HCV Program participant as they would to a tenant who doesn't receive rental assistance. Therefore, it is important to make sure you are approving or denying potential tenants based on objective considerations that adhere to the Fair Housing laws.

Property owners should require that everyone who rents an apartment fill out an application and undergo the application process.

CHA does not screen participant families for their suitability as tenants — that is the responsibility of the property owner. Upon the property owner's request, CHA will provide contact information for a voucher holder's current and/or previous HCV Program property owner/manager.

Additionally, property owners may request the following information from prospective tenants:

- Personal identification
- Reference names and telephone numbers
- Employment information
- Contact information for previous property owner(s) not affiliated with the HCV Program
- Moving papers (Request for Tenancy Approval packet and voucher)

Prospective Tenant FAQs

Below are examples of questions a prospective tenant may ask you or your property manager:

- Are there any vacancies?
- How much is the rent?
- Are there any application, association, condominium, pet or rental fees?
- How much is the security deposit?
- What utilities will I pay?
- Who is responsible for pest control?
- What is the procedure for requesting repairs?
- Is the unit equipped with a central air conditioning unit?
- Am I responsible for providing my own stove and/or refrigerator?

Preferred Tenant Characteristics

Property owners usually prefer responsible tenants who display the following personal characteristics:

- Good rental history
- Positive professional and/or personal references

Prepare the Request for Tenancy Approval (RTA) Packet

Once you have selected a voucher holder, the next step is to complete and submit the forms included in the Request for Tenancy Approval packet (see pages 56-74 of this Guidebook for a sample).

***Note:** CHA requires that property owners provide a physical address (principal place of business where records will be kept) on all documents within the RTA packet — a P.O. Box alone is not acceptable.*

Determining Contract Rent

You will indicate your desired rental rate or "Asking Rent" on the RTA form. CHA will take that into account when determining the approved rental rate or "Contract Rent." Remember, as the potential HCV Program property owner, you have the right to ask the applicant for income information. This information can be very valuable when determining the Asking Rent.

In addition to your Asking Rent, CHA looks at the market rents for the same size unit within a one-mile radius of your property (referred to as comparables or "comps").

To fully understand CHA's rent determination process, please refer to pages 26-30 of this Guidebook.

Important Notice Regarding Changes to the Forms Included in the RTA Packet

It is the responsibility of both the property owner and the voucher holder to check the accuracy of the information submitted in the RTA packet before signing the forms. Furthermore, if any changes are required, both parties must agree to the changes.

***Note:** Any changes to the RTA packet can cause delays in leasing the unit. Therefore, it is imperative that you do your best to make sure you fill out all of the forms accurately.*

Security Deposits

Many property owners require tenants to pay a security deposit. Below are some frequently asked questions regarding security deposits:

What is a security deposit and how is it used?

In accordance with the Chicago Residential Landlord and Tenant Ordinance, a property owner or manager may request that the voucher holder pay a security deposit upon lease signing. In the event of property damages caused by the tenant, the security deposit will pay for the repairs as well as any unpaid rent when the tenant moves out of the unit. If the security deposit does not cover the amount owed by the tenant, the property owner can file suit against the tenant to collect any additional money owed.

Is there a limit on the amount of a security deposit?

No, as long as the amount is not more than what is being asked for in the private market. The tenant pays the security deposit before moving in to the unit. Once the tenant moves out of the unit, the property owner will return the security deposit less any deductions for damage repairs or unpaid rent.

Can a property owner charge a tenant for repairs?

Property owners cannot charge a tenant for normal wear and tear to a unit or basic redecorating. However, you can charge for any damage to the unit caused by the tenant, their family or their guests (e.g., a broken window).

It is important to conduct an inspection with the new tenant prior to them moving in, and may be helpful to make a list identifying the condition of items in the unit and take pictures. If needed, you can use the pictures or the list to prove damages did not exist prior to the tenant moving into the unit. See pages 95-98 of this Guidebook for a sample Move-In/Move-Out Inspection Form.

Can a security deposit be used to pay for the last month's rent?

No, unless you specifically grant the tenant permission in the lease to apply the security deposit to the last month's rent.

What will happen if the property owner sells the building?

Whether or not the owner transferred any existing security deposits to the new owner, the return of the security deposit becomes the obligation of the new owner at the time of sale. If the property owner sells the building, they are responsible for notifying the tenant in writing of the new property owner's information including name, address, telephone number and the new address where the tenant should submit rent payment.

What happens to the security deposit when a tenant moves out?

If you retain money from the tenant's security deposit to repair damages caused by the tenant, their family or their guests, you must send the tenant a written list of the damages within 30 days of their move-out date. If you choose to include the estimated repair costs along with the list of damages, you must send the paid receipt for the repairs. Regardless of why you deduct an amount from the security deposit, you must return the remainder of the deposit within 45 days after the tenant moves out.

Chicago Municipal Code: Security Deposits

The city of Chicago has some requirements for how a landlord must handle security deposits, including the fact that landlords must pay interest to the tenant for the time the landlord is in possession of the deposit. The following is an excerpt from Municipal Code Ch. 5-12-080 and 5-12-081 regarding security deposits and pre-paid rent per the city of Chicago.

Municipal Code of Chicago — Title 5, Chapter 12 — Residential Landlords and Tenants

5-12-080 Security Deposits

(b) (1) Except as provided for in subsection (b)(2), any landlord who receives a security deposit from a tenant or prospective tenant shall give said tenant or prospective tenant at the time of receiving such security deposit a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of the agent, the name of the landlord for whom such security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of security deposit. (Amend July 28, 2010 (Doc. No. O2010-3654))

(c) A landlord who holds a security deposit or prepaid rent pursuant to this section shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate determined in accordance with Section 5-12-081 for the year in which the rental agreement was entered into. The landlord shall, within 30 days after the end of each 12-month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due. (Amend Council Journal of Proceedings, November 6, 1991, page 7,203; Added Council Journal of Proceedings, May 14, 1997, page 4,516; Amend Council Journal of Proceedings, March 31, 2004, page 20,939; Amend July 28, 2010 (Doc. No. O2010-3654))

(d) The landlord shall, within 45 days after the date that the tenant vacates the dwelling unit or within seven days after the date that the tenant provides notice of termination of the rental agreement pursuant to Section 5-12-110(g) [due to fire or casualty damage], return to the tenant the security deposit or any balance thereof and the required interest thereon; provided, however, that the landlord may deduct from such security deposit or interest due thereon for the following: (Amend July 28, 2010 (Doc. No. O2010-3654))

(1) any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and (Amend July 28, 2010 (Doc. No. O2010-3654))

(2) a reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In case of such damage, the landlord shall deliver or mail to the last known address of the tenant within 30 days an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees within 30 days from the date the statement showing estimated cost was furnished to the tenant. (Amend July 28, 2010 (Doc. No. O2010-3654))

5-12-081 Interest Rate on Security Deposits

During December of each year, the city comptroller shall review the status of banks within the city and interest rates on savings accounts, insured money market accounts and six (6) month certificates of deposit at commercial banks located within the city. On the first business day of each year, the comptroller shall announce the rates of interest, as of the last business day of the prior month, on savings accounts, insured money market accounts and six (6) month certificates of deposit at the commercial bank having the most number of branches located within the city. The rates for money market accounts and for certificates of deposit shall be based on the minimum deposits for such investments. The comptroller shall calculate and announce the average of the three rates. The average of these rates so announced by the comptroller shall be the rate of interest on security deposits under rental agreements governed by this chapter and made or renewed after the most recent announcement. (Added Council Journal of Proceedings, May 14, 1997, page 45,166; Amend Council Journal of Proceedings, May 14, 2008, page 26,210) The current interest rate is available online at **www.chicago.gov/housing**.

Step 4 — Pass an Owner Eligibility Screening

Upon receipt of the Request for Tenancy Approval (RTA) packet, CHA will screen all owners to determine eligibility for participation in the HCV Program. The screening process includes, but is not limited to, the following:

- Criminal background check (for individuals) or verification of a Certificate of Good Standing from the Secretary of State (for LLCs)
- Verification of current property taxes
- Affidavit of Ownership
- Management Authorization (if applicable)

For a sample of the Authorization for the Release of Information form, see page 61 of this Guidebook.



Owner Ineligibility

Although it is rare, there are times when CHA cannot approve an owner for various reasons, including:

- The property owner has been suspended from participating in the HCV Program.
- CHA has been notified by HUD that the property owner has been barred, suspended or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the property owner for violation of the Fair Housing Act or other equal opportunity requirements.
- CHA has been notified by the Chicago Department of Buildings that the property address listed on the RTA form has an open case in Housing Court.
- The property owner is on the City's Building Code Scofflaw List or Problem Landlord/ Problem Building Owner List.
- The property owner has an arson, a sex offender or a child molestation conviction.
- The property owner is the parent, spouse, domestic partner, child, grandparent, grandchild, sister or brother of any member of the voucher holder's family (related by blood or marriage), unless approving the property owner's participation would provide a unit for a family member with disabilities who needs a reasonable accommodation.

In addition, as stated in the CHA HCV Program Administrative Plan, CHA has discretion to reject a property owner for any of the following reasons:

1. The property owner has violated obligations under a HAP Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
2. The property owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

3. The property owner has engaged in any drug-related criminal activity, any violent criminal activity, illegal possession and/or use of a firearm or aggravated assault in the last three (3) years.
4. The property owner has engaged in violent behavior toward CHA's personnel (including a CHA employee, CHA contractor, subcontractor or agent).
5. The property owner has a history or practice of non-compliance with CHA Inspection Standards for units leased under the tenant-based program, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
6. The property owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other 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:
 - (i) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (ii) Threatens the health or safety of other residents, of employees and/or agents or contractors of CHA, or of property owner employees or other persons engaged in management of the housing;
 - (iii) 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; or
 - (iv) Is engaged in drug-related criminal activity or violent criminal activity.
7. The property owner has a history or practice of renting units that fail to meet state or local housing codes.
8. The property owner has not paid state or local real estate taxes, fines or assessments.
9. The property owner has an outstanding debt to CHA and/or another Public Housing Authority.

Note: If CHA denies a property owner entry to the HCV Program based on the screening results, the property owner may request a review of the decision. To request an Informal Review, you will need to notify CHA within 15 days from the date you received written notice of CHA's decision.

Step 5 — Accept the Rent Offer

The Department of Housing and Urban Development (HUD) requires all housing authorities to determine an appropriate rent amount for all properties either entering or returning to the HCV Program. The tenant should not move in prior to rental rate approval and a passed CHA-conducted inspection.



To determine what to offer the property owner, CHA considers:

- The property owner's **Asking Rent**;
- The result of a **Rent Reasonableness** study (also known as "Market Rent");
- **Participant Family's Affordability** (amount of rent the tenant can afford to pay); and
- The resulting calculations, which ultimately determine the **Contract Rent**.

Asking Rent

The amount of rent a property owner asks for a unit on the RTA form.

Rent Reasonableness

After the property owner's eligibility has been verified, CHA performs a Rent Reasonableness study to evaluate data from the RTA form along with other factors, including unit age, location, market area, structure type, amenities, and tenant expenses for utilities and appliances. This study ultimately determines the rental amount supported by similar properties in the market and ensures that the approved rent is consistent with the private market.

In establishing comparability for a unit in a multi-family property, CHA will only consider units leased within the past year.

Participant Family's Affordability

CHA uses the prospective tenant's income data and the amount of subsidy they are eligible to receive (based on current Payment Standards) to calculate the maximum monthly amount the tenant can afford to pay toward both rent and utilities (see the example on page 30).

Contract Rent

The amount of rent the property owner agrees to accept during the rent determination process. This rent is the sum of CHA's Housing Assistance Payment (HAP) and the tenant's portion of the rent (if applicable).

Payment Standards

Payment Standards are used to calculate the maximum amount of subsidy (rent plus utilities) that CHA will pay to the property owner on the family's behalf as well as the maximum contribution the family can afford to pay for the unit. CHA has established Payment Standards between 90% and 110% of the Fair Market Rents (FMR) for Chicago, as published by HUD.

Note: Fair Market Rents and Payment Standards may change annually.

See the example on pages 29-30 of this Guidebook for details on how Payment Standards are used in the rent determination process.

Utility Allowance

The Utility Allowance is a pre-determined amount that CHA considers, in addition to rent, to help the participant pay for utilities and any necessary appliances each month. While the Utility Allowance is not intended to reflect the total actual cost of a unit's utilities, CHA estimates this amount by considering average costs based on the following:

- Unit size (not the size of the voucher)
- Type of unit — single-family or multi-family, including semi-detached/row house, duplex, townhouse, elevator/high-rise apartment and garden/walk-up apartment
- Type of fuel used to provide heat, hot water and cooking

Note: The Utility Allowance amounts may change annually. For the most up-to-date tables, visit CHA's website at www.thecha.org/hcv.

See the example on pages 29-30 of this Guidebook for details on how the Utility Allowance is used in the rent determination process.

Voucher Size vs. Unit Size

If the voucher holder selects a unit **larger** than what their voucher indicates, CHA will use the Payment Standard and Utility Allowance for the unit size designated on the voucher. If a voucher holder chooses a unit **smaller** than what their voucher indicates, CHA will use the Payment Standard for the unit size designated on the voucher and Utility Allowance for the actual unit size. The voucher size does not determine the size of the unit for the participant family — it only determines the amount of subsidy CHA may be able to provide.

Example of choosing a larger unit: Tyrone Jones has a 2-bedroom voucher but selects a 3-bedroom unit. CHA would calculate its rent offer based on the criteria for a 2-bedroom unit as both the Payment Standard and Utility Allowance are determined by the lesser of the unit size and voucher size.

Example of choosing a smaller unit: Sally O'Neil also has a 2-bedroom voucher, but she chooses a 1-bedroom unit. CHA would calculate this rent offer using the Payment Standard for a 2-bedroom unit but the Utility Allowance for a 1-bedroom unit (unlike the policy for Payment Standards, CHA must use the lesser of the unit size and voucher size when calculating Utility Allowance).

Important Calculations

To fully understand the rent determination process, it is helpful to be familiar with two calculations:

1. How CHA calculates the Gross Rent and determines the maximum subsidy for a unit.
2. How CHA calculates the amount of rent a participant family can afford to pay beyond CHA's subsidy, called the Total Tenant Payment, or TTP.

The results for both of these calculations will differ for nearly every unit and every prospective tenant. However, if you understand the concepts behind these calculations, you can develop a reasonable Asking Rent for your unit.

Note: As the property owner, you have the right to ask the potential tenant for income information. This information is very helpful when determining your Asking Rent.

How CHA Determines Its Maximum Subsidy

1. CHA adds your Asking Rent to the Utility Allowance for your unit. The Utility Allowance is a pre-determined dollar amount designed to help participants afford their utility bills and is based on the size of the unit and the type of fuel used. The current Utility Allowances tables are available online at **www.thecha.org/forms**.
2. These two numbers are added together (Asking Rent + Utility Allowance) and the resulting amount is called Gross Rent.
3. CHA then compares this Gross Rent amount against the applicable Payment Standard, which is a pre-determined amount that CHA will pay as a gross subsidy for a unit (rent + utilities). The lower of these two numbers is what CHA will use to calculate the participant family's affordability.
4. The next calculation uses the participant family's income to determine what amount the family will be responsible for above and beyond CHA's subsidy. This is called the Total Tenant Payment, or TTP. The calculation used to determine TTP is detailed on page 30 of this Guidebook.
5. CHA then subtracts the TTP from the Gross Rent or Payment Standard (whichever number is lower) to determine the maximum subsidy that CHA will pay for that participant family to reside in that particular unit. This will be the most that CHA will pay each month for the HAP.
6. The Contract Rent cannot exceed the sum of the maximum subsidy plus 40% of the family's Total Tenant Payment.

Typically, within five days of verifying the property owner's eligibility, CHA will contact the property owner to offer the Contract Rent amount. If the property owner accepts the offer within the specified time frame, CHA will schedule an initial inspection.

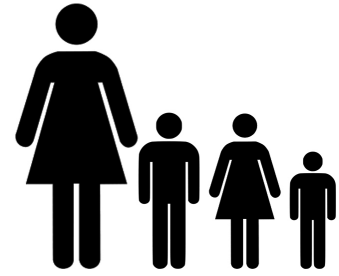
Note: The tenant must NOT move in or sign a lease agreement prior to acceptance of the rent offer and a passed CHA-conducted inspection. Otherwise, the tenant is responsible for the entire rent amount.

If the property owner declines the offer or does not respond by the deadline, CHA will act as follows:

- Cancel the RTA packet.
- Issue new moving papers to the voucher holder.

Rent Determination Example

The following example of a participant family in various scenarios was created to help you better understand the process.



The Smith Family

Jane Smith and her three children have been issued a **3-bedroom voucher** from CHA. Based on Jane's monthly income, CHA calculated her Total Tenant Payment (TTP) to be **\$106** (see the next page for details on how this number was calculated).

Apartment #1

Jane found a 3-bedroom apartment that she likes. The property owner is asking for a rental rate of **\$1,500 per month**. The Utility Allowance for the tenant-paid utilities adds up to **\$87 per month**, based on the specifics of that unit, and the Payment Standard for a 3-bedroom unit is **\$1,661**.

In this scenario, the calculations would be as follows:

Asking Rent	\$1,500
+ Utility Allowance	<u>\$87</u>
= Gross Rent	\$1,587

CHA will then use the lower number (Payment Standard or Gross Rent) to calculate affordability. For Apartment #1, this would be the Gross Rent (\$1,587).

Gross Rent	\$1,587
- Jane's TTP	<u>\$106</u>
= Maximum CHA Subsidy	\$1,481

In this scenario, Jane **can** afford this unit because CHA's subsidy and Jane's TTP cover the Gross Rent.

Apartment #2

As a second option in her housing search, Jane finds a unit with an Asking Rent of **\$1,500** and a Utility Allowance for the tenant-paid utilities of **\$300** (Payment Standard for a 3-bedroom unit is still \$1,661).

In this scenario, the calculations would be as follows:

Asking Rent	\$1,500
+ Utility Allowance	<u>\$300</u>
= Gross Rent	\$1,800

CHA will then use the lower number (Payment Standard or Gross Rent) to calculate affordability. For Apartment #2, this would be the Payment Standard (\$1,661).

Payment Standard	\$1,661
- Jane's TTP	<u>\$106</u>
= Maximum CHA Subsidy	\$1,555

In this scenario, Jane **cannot** afford this particular unit because CHA's maximum subsidy, even when combined with Jane's TTP, does not cover the Gross Rent.

To look at this scenario another way:

Gross Rent	\$1,800
- Maximum CHA Subsidy	<u>\$1,555</u>
=	\$245

In order for Jane to be able to afford Apartment #2, her family share (participant rent portion plus any Utility Allowance) would need to be **\$245**. Since the maximum Jane is allowed to pay under HCV Program guidelines is 40% of her Adjusted Monthly Income — or **\$142** — and the family share exceeds that amount, Jane **cannot** afford this unit.



Sample TTP Calculation — Jane Smith

CHA uses a specific set of calculations to determine a participant family's Total Tenant Payment. The following scenario demonstrates these calculations for our example participant, Jane Smith.

- Jane's Total Annual Income is \$5,688. Under HUD regulations, she is eligible to deduct \$480 per year, per child from that number. Since Jane has three children, she is able to deduct \$1,440 ($\480×3). The resulting number is \$4,248, and is known as the Adjusted Annual Income.
- The Adjusted Annual Income is divided by 12 (months in a year) to determine the Adjusted Monthly Income. In Jane's case, this is $\$4,248 \div 12 = \354 .
- HUD regulations state that the participant is responsible for paying 30% of the family's Adjusted Monthly Income toward rent and utilities. In Jane's case, this is 30% of \$354, or \$106. Note: If a unit's Gross Rent is above the Payment Standard, that percentage is raised to 40%.
- CHA then compares 30% of the Adjusted Monthly Income (in Jane's case, \$106) against two other calculations:
 - 10% of the family's Total Monthly Income (not Adjusted). In Jane's case, that is \$47.
 - The established Minimum Monthly Rent that every HCV Program participant family is required to pay, regardless of income. This number is always \$75.
- Whichever of the three numbers is higher (30% of Adjusted Monthly Income, 10% of Total Monthly Income or the Minimum Monthly Rent) is the number that CHA uses as the participant family's Total Tenant Payment.

The calculations look like this:

Total Annual Income		\$5,688
– Deductions for three children ($\$480 \times 3$)		<u>\$1,440</u>
= Adjusted Annual Income		\$4,248
Total Monthly Income (Total Annual \div 12)		\$474
Adjusted Monthly Income (Adjusted Annual \div 12)		\$354
CHA looks for the highest of these 3 numbers	30% of Adjusted Monthly Income	\$106
	10% of Total Monthly Income	\$ 47
	Minimum Monthly Payment	\$ 75
	Highest of these three (3) amounts	\$106
	= Total Tenant Payment / TTP	\$106

Step 6 — Have the Unit Inspected

New Move/Initial Inspection

Before a unit can be approved for the HCV Program, it must pass an initial inspection. This inspection ensures that the unit has adequate living space for the family, is structurally sound, provides the necessary habitability systems (electricity, plumbing, heating, appliances, etc.) and presents no conditions that endanger the family's health and safety.



The following rules and regulations govern initial inspections:

- Federal health and safety standards established by HUD.
- The CHA HCV Program Administrative Plan (available online at www.thecha.org/adminplan).
- The Municipal Code of Chicago and other applicable local codes.

Note: If CHA is notified by the city of Chicago that a property leased under the HCV Program does not meet local building code, CHA will consider the property as failing to meet CHA Inspection Standards and failure to make the necessary repairs will result in the termination of the HAP Contract.

If a conflict exists between any of the above rules and regulations, the inspector will apply the more stringent standard, regardless of the source.

CHA Inspection Standards address the following areas:

- | | |
|--|-----------------------------------|
| • Sanitary facilities | • Interior air quality |
| • Food preparation and refuse disposal | • Water supply |
| • Space and security | • Lead-based paint |
| • Thermal environment | • Access |
| • Illumination and electricity | • Sanitary condition |
| • Structure and materials | • Smoke/Carbon monoxide detectors |

CHA Inspection Standards will also determine if all bedrooms meet the following space requirements:

- A minimum of 70 square feet of floor space.
- At least 53 square feet of the ceiling has a height of 7 feet or above.

CHA's Inspection Guidebook further outlines the minimum standards in order to be leased under the HCV Program. In addition, HUD offers an Inspection Checklist (Form HUD-52580). Both resources are available for download on the HCV Owner Portal at chahcvportal.org or on CHA's website at www.thecha.org/forms.

Inspection Process

Approximately five days after the rent offer is accepted, the Inspections Department will contact the property owner by phone to schedule an inspection. The Inspections Department will make two attempts to schedule the appointment. If the property owner has not scheduled the inspection after two attempts, CHA will cancel the RTA and provide the voucher holder with new moving papers.

In addition, CHA will only conduct two inspections for an initial move-in. Therefore, if the unit fails both inspections, CHA will cancel the RTA and provide the voucher holder with new moving papers.

The voucher holder is usually not involved in the initial inspection process and only the property owner or their agent may schedule the appointment. Most property owners, however, remain in touch with the prospective tenant during the inspection process.

For more information about HCV Program inspections, visit **www.thecha.org/inspections** or review CHA's Inspection Guidebook, available for download through the HCV Owner Portal.

Inspection Results

Inspection results are generally available on the HCV Owner Portal at **chahcvportal.org** within 24 business hours after the inspection is conducted. To access the results, log in to your account and click 'Inspections' within the site menu. Then, select 'Inspection Results' from the drop-down list and look for the Series ID (this number is printed on your inspection scheduling letter, also called Event ID or Inspection ID). If you cannot locate your Series ID, please contact the CHA Customer Call Center.

Your online results will include:

- Inspection type, date and results (pass or fail) for all inspections within the series
- A list of outstanding deficiencies
- The type, date and time of any scheduled follow-up appointment

In addition, property owners can call or send a text message to **312-544-0302** for information about the date and time frame of their next inspection.

Note: If sending a text, it is important to include only the 7-digit Series ID in the message. Anything more will result in an error message that includes instructions on how to use the system.

Housing Choice Voucher Program

OwnerPortal

- HUD Inspection Form 52580-A
- CHA's Inspection Guidebook
- HUD Inspection Checklist
- *Plus much more!*

chahcvportal.org



Via the HCV Owner Portal:
chahcvportal.org
(Click 'Inspections' and then
'Inspection Results')



Via Text Message:
312-544-0302
(Include ONLY Series ID#)

Rent-Ready

In addition to CHA's Inspection Guidebook, the list below provides general criteria used to determine if a unit is what CHA considers "rent-ready" for the HCV Program. This list can also serve as a guide when preparing for an initial inspection (although there are other items not listed that may still cause the unit to fail):

- All state and local codes must be followed.
- All utilities must be on and operating safely.
- Repairs, cleaning and punch-out work must be completed.
- Roof, gutter, fascia boards, foundation and exterior walls must be structurally sound and weather-tight.
- Windows and exterior doors must function properly and be weather-tight and lockable.
- All bathrooms must have either a window that opens or a working ventilation system.
- Stairs, porches and rails must be structurally sound.
- If required, stairs must have handrails and porches must have guardrails (generally, four or more steps require handrails and porches 30 inches above the ground require guardrails).
- In multi-unit buildings, if applicable, the elevator(s) must be in safe, working condition and have a current inspection certificate (required every three years).
- Each level of the dwelling unit must have a working smoke detector installed in accordance with the National Fire Protection Association's standards, and within 15 feet of any area used for sleeping.
- In units that include any fossil fuel burning system, there must be a working carbon monoxide detector within 15 feet of the unit itself and any sleeping areas.
- For buildings with centralized gas-fired boiler heating units, there must be a carbon monoxide detector present.
- Approved refuse disposal must be provided.
- The site and interior of the unit must be free of garbage, debris and infestation.
- Unit must be free of any property owner possessions — no storage of any kind is permitted (this includes automobiles, furniture, etc.).
- The stove and refrigerator must function properly.
- All interior walls, floors and ceilings must be safe, structurally sound and weather-tight.
- If the tenant family includes tenants under the age of six, all interior and exterior painted surfaces must be free from peeling, chipping, scaling and loose paint.
- The unit must have safe and sanitary conditions throughout.
- There must be adequate and properly functioning electrical outlets, switches and fixtures, and all outlets in wet areas must have three-pronged GFCI ground outlets (kitchen, bathroom, utility rooms, etc.).
- All plumbing must be properly installed, leak-free and properly vented.
- A water heater must be properly installed and operable, with a discharge pipe that sits no more than six inches above the floor.

Step 7 — Sign the Lease and HAP Contract

After the property owner has selected an HCV Program participant family, CHA has determined the rent, the property owner has accepted the rent offer and the unit has passed inspection, the next step is to sign all required documents. These documents include the Housing Assistance Payment (HAP) Contract, lease and Tenancy Addendum (Part C of the HAP Contract).

Determining the Move-in Date

Once the unit passes the CHA-conducted inspection, the property owner and voucher holder will establish a move-in date. The property owner will then provide the lease effective date/date of possession (physical and complete occupancy of the unit) to CHA for HAP Contract execution.



Note: It is important that the rent offer is accepted, the unit passes inspection, the property owner informs CHA of the agreed-upon move-in date and the lease agreement and HAP Contract are signed and returned to CHA prior to the date of possession. Otherwise, the tenant is responsible for the entire rent amount.

Lease and Tenancy Addendum

The lease and Tenancy Addendum serve as a contract between the property owner and the voucher holder to establish the rights and responsibilities of both parties. The lease gives the family the right to occupy and use the interior and exterior of the unit for a specific period of time, in accordance with the terms and conditions specified within the document. Sample leases used in Chicago rental agreements can be found on various real estate and community websites, including www.cicchicago.com and www.chicagorealtor.com.

The property owner's lease must include the Tenancy Addendum (see pages 90-94 of this Guidebook), have an effective date of any day of the month except for the 1st (but after the date of the passed inspection) and voids any other lease that the property owner may have executed with the family prior to the HAP Contract with CHA.

Notable items about the lease:

- The initial term of a participant's lease is generally one year but may not exceed two years.
- After the initial term, the lease normally renews on a month-to-month basis, unless otherwise indicated.
- The lease can be terminated by either the property owner or the participant. However, the participant cannot terminate the lease unless:
 - The participant has received authorization from the property owner;
 - There are circumstances associated with the Illinois Safe Homes Act; and/or
 - There is an emergency situation that has been identified by CHA.

- The terms of the lease must match those in the HAP Contract.
- If CHA terminates the HAP Contract for any reason, the lease automatically terminates on the same date.

HAP Contract

The Housing Assistance Payment is the rental subsidy CHA pays directly to the property owner. In some cases, the only payment the property owner will receive will be the HAP from CHA. In others, the property owner will receive the HAP from CHA as well as a portion of the rent directly from the tenant.

The HAP Contract is between the property owner and CHA, and specifies the amount of rental subsidy that CHA will be paying for the duration of the contract. There are two parts to this agreement. Please make sure to read and be familiar with all of the terms of this contract, paying close attention to the highlighted areas. To view a sample of the HAP Contract, see pages 76-83 of this Guidebook.

Once the move-in date is established and all necessary documents have been prepared, the HAP Contract will be emailed to the property owner for a signature, or the property owner may schedule an appointment with the Owner Services Department, located on the 9th floor of CHA's Central Office, to execute the HAP Contract.

Note: A copy of the lease must be submitted to CHA prior to the execution of the HAP Contract and all of the terms must match (lease terms, Contract Rent, utility responsibilities, etc.). If the terms of the HAP Contract and lease conflict, the HAP Contract will govern.

In order to ensure prompt payment, both the property owner and voucher holder must fill out all required documents accurately and completely. Documentation must be signed and dated by both the property owner and CHA within 60 days of the effective date of the HAP Contract and lease.

CHA will not pay any Housing Assistance Payment to the property owner until the HAP Contract has been executed. If the HAP Contract is executed after the effective date of the lease term but within 60 days of that date, CHA will pay Housing Assistance Payments to cover the portion of the lease term that occurred before execution of the HAP Contract (a maximum of 60 days). However, any HAP Contract executed after the 60-day period has expired will be void and a new contract must be issued.

Once you have signed all documents, you will receive a notice advising you of the payment requirements for CHA and the tenant. Please make sure you retain copies of all documents that you sign for your records.

CHA issues payments twice a month — generally on the 1st (primary payment date) and 15th unless either date falls on a federal holiday or weekend. However, due to the size of the HCV Program, the transaction needs to be processed approximately 7 to 10 days prior to the payment date. To avoid unnecessary delays in your payment, please reference the Payment Processing Calendar, available on the HCV Owner Portal at **chahcvportal.org**.

Step 8 — Collect HAP and Family-Paid Portion of Rent

Congratulations! You are now an official HCV Program property owner. When the contract is signed and your tenant moves in, you will begin to receive your Housing Assistance Payment (HAP) and any family-paid portion of the rent. CHA will pay its portion via direct deposit (see below) but you are responsible for collecting any Contract Rent amount that is due from the participant family.



Direct Deposit

CHA makes all Housing Assistance Payments via direct deposit and provides any new property owners to the HCV Program with the necessary Direct Deposit Authorization documents within the RTA packet. For a sample of these forms, see pages 63-65 of this Guidebook. They are also available for download on the HCV Owner Portal at chahcvportal.org.

The following documents are required to initiate HAP direct deposit:

- Direct Deposit Authorization Agreement Form
- Voided Check or Blank Deposit Slip (if depositing into a savings account)
- IRS Form W-9/Request for Taxpayer Identification Number and Certification

Soon after registering for direct deposit, CHA will transfer one cent (\$.01) into the property owner's checking or savings account as a test transaction. After successful completion of the test, CHA will begin depositing Housing Assistance Payments into the account and provide a monthly statement to the property owner, via the HCV Owner Portal, that itemizes each property address and the corresponding payment amount.

Note: If you do not have a Portal account, you will not receive a monthly statement.

Don't risk an interruption of your HAP — notify CHA immediately if there are any changes to your bank account information!

Overpayment and Debts Owed to CHA

If a property owner is in debt to CHA, future Housing Assistance Payments will be reduced by the amount owed until the debt is paid in full. In addition:

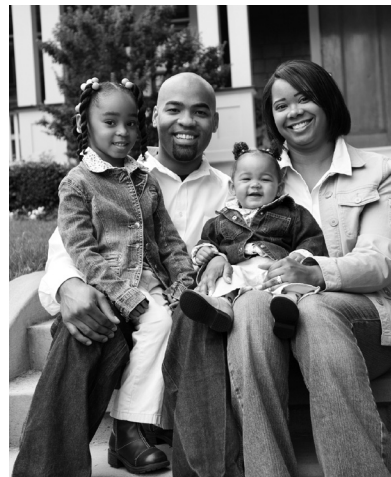
- If the property owner fails or refuses to repay the debt, they will disqualify themselves from participation in the HCV Program and CHA will pursue collection via legal means.
- The property owner must repay any outstanding debt before CHA will approve a request for Change of Ownership/Management.
- Property owners with unpaid debts may not participate in the HCV Program under a different business or property management entity. If this attempt to circumvent the process is discovered, the HAP Contract may be terminated.
- A bankruptcy filing will not relieve an property owner's debts to CHA.

Step 9 — Manage Your Property and Enforce the Lease

Managing a property in the HCV Program is an ongoing process. There are a number of important policies and procedures that are designed to help you make the most of your participation.

Participant Re-Examinations

CHA uses household income and family composition to determine the family-paid portion of rent. CHA requires that a review of these criteria, or Re-Examination, takes place biennially (every two years). For those families participating in CHA's Choose to Own Homeownership Program, Re-Examinations are held annually, while households where all members are either elderly or disabled and are on a fixed income have their Re-Examinations conducted triennially (every three years).



If there are any changes in the participant family's eligibility or the family-paid portion of the rent, CHA will send written notification to the property owner.

CHA may conduct an interim Re-Examination if there is a change in the participant's household income or family composition, which may change the CHA and tenant portions, but will not change the total amount of the Contract Rent.

Change of Ownership/Management

As a provision of the HAP Contract, property owners may not assign the HAP Contract to a new owner without the prior written consent of CHA. Therefore, property owners must notify CHA of a transfer of ownership by submitting a Change of Ownership/Management form. This form is available for download on the HCV Owner Portal or on CHA's website at www.thecha.org/forms. Change of Ownership/Management must be completed within 180 days. Changes that are reported beyond 180 days will be treated as a new move and a new RTA packet must be submitted.

Furthermore, if there is a change in property management for an HCV Program property, a Change of Ownership/Management form is also required. If the property owner is ending a management agreement, there must be a letter included with the form submission that indicates the end of the agreement with the previous management company.

Change of Contact Information

Property owners must notify CHA in writing when requesting to change the postal address, email or phone number for any HCV Program-related correspondence, including payment remittances, year-end 1099 tax forms and inspection letters. These changes can be managed directly on the HCV Owner Portal (click 'My Account' within the site menu and select the appropriate option from the drop-down list). Failure to notify CHA properly of a new postal address, email or phone number may result in missed inspections, non-compliance with new policy changes as well as the inability to attend special events.

Housing Choice Voucher Program

OwnerPortal

- Change of Ownership/Mgmt.
- Change of Contact Information
- Tax Savings Program Application
- *Plus much more!*

chahcvportal.org

Rent Increase Requests

CHA must process and approve any rent increase or changes in utility responsibilities for HCV Program participants before they are implemented. Property owners may request a rent increase to go into effect any time after the end of a lease term (normally 12 months, but no more than two years). However, requests cannot be submitted more than once annually, and CHA will not approve changes to the Contract Rent amount and/or utility responsibilities requested to go into effect in the middle of a lease term. In addition, to account for CHA processing and proper tenant notification, as required by the Chicago Residential Landlord and Tenant Ordinance, property owners should submit rent increase requests 60 days prior to the date they want the increase to go into effect if the participant family has lived in the unit less than three years, and 120 days if they have lived there for over three years.

Note: All rent increase requests must be submitted via the HCV Owner Portal.

The participant family, not CHA, will most likely be responsible for paying the difference if a rent increase is approved. As a result, a rent increase may price the unit out of the family's range of affordability. Therefore, CHA requires that the property owner also provide written notification of the proposed new rent to the participant family. If the family does not wish to absorb the increase, they may request moving papers from CHA and give proper notice to the property owner of their intent to vacate the property.

Other important items to consider:

1. Requesting a rent increase triggers CHA to perform a new rent determination. If CHA determines that your market has decreased, the Contract Rent will be *lowered*. Therefore, it's extremely important to do your due diligence before submitting a rent increase request.
2. If the property owner and participant mutually agree to change who is responsible for paying any utilities, the property owner must follow the same process as a rent increase request to make that change.

Housing Choice Voucher Program

OwnerPortal

*All Rent Increase Requests
MUST be made through the
HCV Owner Portal!*

chahcvportal.org

Tax Savings Program

CHA's Tax Savings Program provides the opportunity for qualified property owners to lower their annual property taxes. Each year, over 1,300 HCV Program property owners in Chicago are eligible for a significant reduction in their property taxes.

Eligibility

To qualify for the Tax Savings Program in Chicago, the following guidelines must be met:

1. The property must be located in a census tract with a poverty rate below 12 percent.
2. The property must lease at least one unit to a family participating in CHA's Housing Choice Voucher Program as of January 1 of the year for which the property owner is applying for the tax savings.
3. The eligible unit(s) must comply with CHA Inspection Standards as of January 1 of the year for which the property owner is applying.
4. The building must comply with all local building codes.

Does my property qualify?

In Chicago, there are more than 139,000 properties located in census tracts that qualified for the Tax Savings Program. To see if your property is in a qualifying census tract, visit the Federal Financial Institutions Examination Council (FFIEC) website at www.ffiec.gov/geocode. An application for the Tax Savings Program is available for download on the HCV Owner Portal at chahcvportal.org or on CHA's website at www.thecha.org/forms.

Vacancy Payments

CHA encourages property owners to quickly re-lease compliant units to other HCV participants, offering vacancy payments (up to two months of the previous tenant's HAP) for those that qualify.

Am I eligible?

To qualify for a vacancy payment, the unit must have passed its last inspection for the previous tenant as well as the initial inspection for the new tenant — both on the first attempt and at least 300 days apart.

Note: A passed complaint inspection or re-inspection will not count toward a "first attempt" pass. However, inspections where self-certifiable failed items are resolved and approved within 20 days and/or where the only fail items are the tenant's responsibility will count toward a "first attempt" pass.

How can I apply for a vacancy payment?

The application window opens when a property owner submits a Request for Tenancy Approval (RTA) packet for a new tenant, no later than 90 days after the previous tenant has moved out of the unit. Once the RTA is in process, the property owner must then submit the vacancy payment request form (available for download on the HCV Owner Portal at chahcvportal.org) before 180 days has passed (since the previous tenant moved out of the unit).

Property Owner Tips

CHA recommends that all property owners in the HCV Program stay abreast of current property management news, regulations and information.

Learn Landlord/Tenant Law

An understanding of landlord/tenant law is critical for anyone involved in property management. Property owners must conform to an array of federal, state and local laws that govern everything from collection of the security deposit to the eviction process.

CHA recommends that you:

- Read and understand the Chicago Residential Landlord and Tenant Ordinance. See pages 84-87 of this Guidebook for a summary of the Ordinance and information on where to go to get more details.
- Take property management and other continuing education courses.
- Familiarize yourself with Fair Housing laws and protected classes.

Improve Your Management Process

Improving your rental property operations will most likely result in a greater number of residents who observe your policies, abide by the terms of their lease, pay their rent on time and continue to rent with you year after year.

Here are some steps you can take to help improve your management processes:

- Establish a rental policy.
- Develop a formal screening policy in accordance with Fair Housing laws that is applicable to both private market and HCV Program applicants.

- Educate prospective tenants and current renters about your property and policies.
- Develop and follow a regular inspection and maintenance schedule.
- Maintain good records of all transactions — from security deposits and resident screenings to evictions.

Know the Rules and Regulations of the Housing Choice Voucher Program

All property owners and managers must abide by the rules and regulations of the HCV Program.

Therefore, it is important that you:

- Read and understand your HAP Contract as it governs your participation as a property owner, including the Tenancy Addendum.
- Read all correspondence from CHA including the Program newsletter, *Owner News*.
- Use this Guidebook and CHA's Inspection Guidebook as resources for policies and procedures.
- Familiarize yourself with the participant's Family Obligations to both you and CHA (see pages 126-129 of this Guidebook).
- Keep abreast of Program rules and regulations by attending CHA or other housing industry events, including:
 - HCV Webinars, Live and On-Demand
 - In-Person Property Owner Networking Events and Bootcamps
 - CHA's Owner Symposium

For more information about upcoming CHA events, visit www.thecha.org/hcvownerevents or contact the HCV Owner Outreach team at owneroutreach@thecha.org.

Participant Responsibilities to the Property Owner and CHA

For the length of the lease, which must be at least one year (but no more than two years) under the Housing Choice Voucher Program, the participant is required to obey the requirements of the lease they signed with the property owner (including the Tenancy Addendum). In addition, the participant must:

- Provide notice, in writing, to both CHA (30 days) and the property owner (the length of time stated in the lease, usually 30 days) before moving out of the unit. Once CHA receives the Notice to Vacate, an Acknowledgment to Vacate Notice will be sent to the property owner indicating the *anticipated* move-out date. The property owner will then work with the participant family to finalize, and update CHA of any change.
- Maintain the unit in the same (or better) condition it was in when they moved in as any damages beyond normal wear and tear may affect the security deposit.
- Make the unit available for regular inspections by a CHA inspector as well as random quality control (QC) inspections.
- Complete a Re-Examination (review of income and family composition), at least every two years. At this time, CHA will recalculate their portion of the rent in case it has changed.
- Only move additional members into the household in accordance with CHA rules and regulations and with the property owner's approval.
- Pay their portion of the rent and any family-paid utilities on time.

Ongoing Inspections

HCV Program regulations require that any unit receiving a rental subsidy meets inspection standards as governed by HUD, the CHA HCV Program Administrative Plan and local codes. In situations where these standards may conflict, the inspector will apply the more stringent standard. More details regarding CHA Inspection Standards can be found in CHA's Inspection Guidebook.

Information regarding a CHA-conducted inspection is usually available on the HCV Owner Portal at **chahcvportal.org** 24 business hours after completion. Using the Series ID (also called Inspection or Event ID), the property owner has access to the following:

- Inspection type, date and results (pass or fail) for all inspections within the series
- List of outstanding deficiencies
- Type, date and time frame of any scheduled follow-up appointment

Different Types of Inspections

CHA's inspection program includes the following inspections:

Regular Inspections

HUD requires an inspection of all HCV Program participating units at least biennially (once every two years) after the previous full inspection. For those units with a child under the age of six or that are owned by a property owner who is on CHA's Do Not Lease List, regular inspections are conducted annually.

To allow for contingencies, CHA schedules all regular inspections approximately 60 days prior to the previous inspection's anniversary date. CHA provides notifications of upcoming inspections to both the property owner and the participant through a variety of methods, including on the HCV Owner Portal (*property owners only*).

If a unit passes a regular inspection, no further action is necessary. However, if the unit fails, the responsible party (property owner and/or participant) has 30 days to make the required repairs (24 hours for life-threatening deficiencies) and to pass re-inspection. Otherwise, CHA will abate the Housing Assistance Payment until the unit passes inspection. If the fail items are the fault of the participating family, CHA will send the participant an Intent to Terminate notice.

24-Hour Emergency Inspections

Serious deficiencies that threaten the health and safety of the participating family must be corrected within 24 hours. If a life-threatening deficiency is discovered during any type of inspection, the property owner and participant will be immediately notified of the situation either in person or by phone. CHA will then perform a re-inspection of these deficiencies the next day. If life-threatening deficiencies remain unresolved after the re-inspection, abatement of the HAP may occur (for deficiencies that are the responsibility of the property owner) or termination procedures may commence against the participant (for deficiencies that are the responsibility of the participant). Abatement or termination processes will proceed until the property passes inspection.

The following is a sample list of life-threatening deficiencies. To view the complete list, available in the CHA HCV Program Administrative Plan, visit **www.thecha.org/adminplan**.

- Any property determined uninhabitable by a city agency, including those caused by fire, flood or other natural disasters.
- Any condition that jeopardizes the security of the unit (e.g., missing or broken locks on exterior doors).



- Major plumbing leaks, a waterlogged ceiling or a floor in imminent danger of falling.
- Natural or propane gas leaks or fuel oil leaks.
- Any electrical problem or condition that could result in shock or fire.
- A heating system (including cut-off of the utility used for heating) that is not capable of maintaining a minimum of 55 degrees Fahrenheit between September 15 and June 1.
- Utilities (i.e., gas, water or electric) not in service.
- Conditions that present the imminent likelihood of injury.
- Unmovable obstacles that prevent safe entrance or exit from the unit.
- Absence of a functioning toilet in the unit.
- Backed-up sewer system in the unit.
- Lack of at least one working smoke detector on each level of the unit.
- Lack of a working carbon monoxide detector in an area with a fossil fuel heating system (i.e., furnace, water heater) and on each level used for sleeping.
- Fuel burning water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting.
- A refrigerator used to store medicine (i.e., insulin) that is not working properly.
- Missing, damaged or improperly installed guardrails.

Complaint Inspections

If CHA receives a complaint about the condition of a unit at any time, a complaint inspection will be scheduled. If the complaint is deemed to be life-threatening based on the criteria listed above, the inspection will be scheduled for the following day, whenever feasible. If the complaint is not considered life-threatening, the inspection will be scheduled within 10 business days.

Quality Control Inspections

CHA performs quality control inspections to assess the performance of the inspector who performed the prior initial or regular inspection. Quality control inspections usually occur within 90 days of the prior inspection. Timetables for repairing violations cited during a quality control inspection depend upon the specific type of deficiency. If the deficiency threatens the health and safety of the participating family, it must be corrected within 24 hours. Otherwise, a new inspection series will be created and you will have an additional 30 days to cure.

Failed Inspections Deemed the Responsibility of the Property Owner — Abatement

In situations where it is determined that a unit's failure is the property owner's responsibility, CHA may abate (stop) the Housing Assistance Payment. The property owner will no longer receive a payment from CHA until a correction of the issue(s) is complete and the unit passes inspection.

Situations where CHA will abate the Housing Assistance Payment include:

- Unit does not meet CHA Inspection Standards.
- Property owner items fail on first inspection and the property owner cancels re-inspection.
- CHA is unable to gain access for a scheduled inspection.
- CHA is notified by the city of Chicago that a property does not meet local building codes.

The abatement goes into effect on the first day of the month following the expiration of the corrective period. The unit will remain in abatement until the unit passes a re-inspection. The property owner is not entitled to receive Housing Assistance Payments for any period that the unit is in abatement nor will the property owner receive retroactive repayments for any HAP withheld.

During abatement, the tenant is still responsible for their portion of the rent. However, because the abatement is in accordance with the HAP Contract (the agreement between the property owner and CHA), the family is not liable for this unpaid portion of the rent and therefore, the property owner may not “recover” any abated HAP from the tenant. Furthermore, federal regulations prohibit using HAP abatement as grounds for evicting a tenant.

In addition to abatement, and to encourage property owners to resolve inspection failures efficiently (if not avoid the need for re-inspection altogether) CHA will charge a \$75 fee to the property owner if additional inspections (third, fourth, etc.) are necessary due to a failure that is the property owner’s responsibility. If the property owner fails the first regular inspection, they have 30 days to make repairs and have the unit re-inspected. If the property owner fails that first (or subsequent) re-inspection, they must pay the fee before an inspector will visit a site.

Note: If a failure is the fault of the participant, CHA will not charge the \$75 fee.

For units remaining in abatement for 60 days or longer, CHA will terminate the HAP Contract and issue moving papers to the tenant. The family will then be required to move to a different unit in order to remain a participant in the Housing Choice Voucher Program.

Failed Inspections Due to Participant Violations

Ongoing inspections are not solely a property owner’s responsibility. The participant is equally responsible for permitting the inspection and exercising proper care while living in a unit subsidized by the HCV Program. Therefore, any damages to the unit that are not the result of normal wear and tear are the responsibility of the participating family.

The following list contains examples of participant violations that may cause removal of the participating family from the HCV Program and ultimately result in the termination of the HAP Contract:

- Failure to pay for utilities that are the family’s responsibility in accordance with the lease and the HAP Contract.
- Failure to provide and maintain family-supplied appliances.
- Damages caused by the participant and/or their guest(s) that are not repaired in a timely manner.
- Cancellation of two consecutive scheduled inspections.
- Participant does not allow inspector access to the unit to conduct an inspection.
- Participant items fail on two consecutive inspections.
- Participant items fail on the first inspection and then the participant cancels the scheduled re-inspection.

Inspection Extensions

When a unit fails a regular or quality control inspection, property owners typically have 30 days to correct the violation before their HAP is abated (exceptions include life-threatening deficiencies). However, there are instances in which CHA may grant an extension to make certain repairs. There are two types of inspection extensions — weather-related and non-weather related.

Housing Choice Voucher Program

OwnerPortal

***Download an Inspection Extension
Request form on the
HCV Owner Portal!***

chahcvportal.org

Weather-Related Extensions

Due to harsh weather between November 1 and March 31, property owners are often unable to correct certain exterior violations such as painting or masonry work. As a result, CHA may grant an extension to complete the repair without the loss of their HAP.

CHA considers weather-related extensions on a case-by-case basis and only if the:

- Exterior repair does not endanger the health or safety of the tenant.
- Unit does not have any other inspection violations.

If CHA grants an extension, abatement will not occur as long as all other repairs are completed. CHA then notifies the property owner of the weather-related extension allowance and their re-inspection date. If the exterior violation is still present at the re-inspection, then abatement of the HAP will occur on the first day of the month following the re-inspection.

Non-Weather Related Extensions

On rare occasions, CHA may grant a non-weather related extension to complete a repair. The allowance of this type of extension only occurs when extraordinary circumstances exist that prevent the property owner from completing the repair (e.g., if the property owner is having difficulty receiving the parts or there is a delay by the utility provider). In these cases, the property owner must provide third-party documentation to CHA verifying the unique circumstances.

If granted, the property owner will have 60 days to correct the deficiency. If the repair is still not complete after 60 days, abatement of the HAP will occur on the first day of the month following the re-inspection.

Requesting an Inspection Extension

A property owner must request an extension, in writing, using the Inspection Extension Request form that is available on the HCV Owner Portal at chahcvportal.org. To process the request, the completed form and any other supporting documentation must be submitted via the HCV Owner Portal, emailed to hcvp inspections@thecha.org or faxed to **312-786-3387**.

CHA will respond in writing with either an approval or denial within five business days. If denied, the property owner has 30 days from the date that the inspection occurred to correct the problem or CHA will abate the HAP.

Move-Out Process

There are a variety of reasons why a participant moves out of an HCV Program unit. The procedures involved differ depending on the circumstances of the move.

Participant Initiates Move-Out Process

In instances where a participant wants to move from their current unit to another unit with continued assistance from CHA, they may do so if they meet the following criteria:

- The participant has lived in their unit for at least 12 months and there are no unresolved inspection deficiencies.
- The participant has provided at least 30 days' written notice to both CHA and the property owner.

- The participant is in compliance with their lease with the property owner.
- The participant has submitted a Notice to Vacate form (see page 99 of this Guidebook) or some other form of written communication advising CHA and the property owner of the move-out date.

After CHA receives the Notice to Vacate form from the participant, CHA sends an Acknowledgment to Vacate Notice (see page 100 of this Guidebook) to both parties. This outlines the intended move-out date along with the date of the final Housing Assistance Payment.

In certain situations, CHA may grant a move-out request that does not meet all of the above listed criteria and may involve lease termination. During the initial term of the lease (generally 12 months, but no more than two years), the participant may only terminate the lease when approved by CHA in an effort to protect the health or safety of the family.

Exceptions include:

- Protecting the health or safety of the participant or family (in cases of domestic violence, sexual violence, witness protection, etc.). There is a federal law in place called the Violence Against Women Act (VAWA) that protects the housing rights of domestic violence and stalking victims. For more on VAWA, see pages 136–137 of this Guidebook.
- Building/unit foreclosure
- Emergencies caused by fire, flood, etc.
- Reasonable accommodation for persons with disabilities
- Public housing relocatees

If a participant decides to terminate the lease after the initial term, they are required to give the property owner notice as outlined in the lease. Breaking the lease at any point without giving sufficient notice may jeopardize the participant's status in the Housing Choice Voucher Program.

Property Owner Terminates Lease

The property owner may only terminate tenancy in accordance with the lease, Tenancy Addendum and the HAP Contract. If a property owner wishes to terminate the lease, CHA will permit it as long as the following are true:

- The lease will terminate at either the end of the initial lease period or at the conclusion of a renewal lease period; and
- The property owner has provided proper written notice (60–120 days depending on length of tenancy, as required by the Chicago Residential Landlord and Tenant Ordinance) to both the participant and CHA advising of the move-out date.

During the initial term of the lease or during any renewal term, the property owner may only terminate the tenancy for the following reasons:

- Serious or repeated violation of the lease.
- Violation of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.
- Criminal activity or alcohol abuse.
- Other good cause (such as disturbing the neighbors, damaging the property or poor housekeeping habits that cause damage to the unit or premises).

After the initial term of the lease, the property owner may terminate the lease for any of the causes listed below (as outlined in the HAP Contract):

- Tenant failure to accept the offer of a new lease or revision.

Note: The property owner or manager must present this offer at least 60 days prior to the proposed beginning date of the new lease (120 days for tenancies over three years).

- The property owner's desire to use the unit for personal or family use or for a purpose other than use as a residential unit.
- A business or economic reason for termination of tenancy (such as the sale of the property, renovation of the unit or desire to rent at a higher rate).

If a property owner is legally evicting a participant, CHA will continue Housing Assistance Payments throughout the eviction process as long as the following are true:

- The participant is still living in the unit and meets HCV Program eligibility requirements; and
- The unit meets CHA Inspection Standards.

CHA's Involvement in Lease Termination or Eviction

CHA does not initiate, approve or otherwise direct the termination of any lease or eviction of any participant. All such actions are the responsibility of the property owner and must happen in accordance with the following:

- State and Local Law
- HAP Contract
- Chicago Residential Landlord and Tenant Ordinance (see pages 84-87 of this Guidebook)

Note: There is no distinction between Housing Choice Voucher Program participants and private rental tenants concerning evictions.

Should either the property owner or participant terminate the lease, CHA requires a copy of such termination as outlined in the HAP Contract and CHA Family Obligations. The property owner is also required to provide CHA with a copy of any eviction notice(s). Property owners must provide CHA with documentation of progressive and timely lease enforcement in order for CHA to take action relative to HCV Program violations for non-compliance with lease terms.

Termination of a Participant from the HCV Program

The importance of being a responsible tenant and HCV Program participant is outlined in the Family Obligations. The lease and Tenancy Addendum also inform the participant family that they are accountable for their own actions.

HUD Requirement for Termination

There are circumstances where HUD rules and regulations require CHA to terminate a participant from the HCV Program. Examples include when the participant:

- Commits any serious or repeated violations of the lease.
- Damages the unit or the premises.
- Fails to maintain their utilities or appliances.
- Is no longer eligible for Program assistance.

CHA Terminations

The following list includes additional reasons why CHA may terminate a participant family from the HCV Program. In these instances, CHA will send an Intent to Terminate notice outlining the violation(s) and giving the participant the right to an Informal Hearing:

- The participant fails to comply with any of the Family Obligations.
- A household member is convicted of child molestation and/or arson.
- A household member is subject to the State of Illinois 10-Year Sex Offender Statute and/or any other state registration requirement where the family member is known to have resided.
- A family member commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The participant breaches the terms of a repayment agreement entered into with CHA or another Public Housing Authority.
- A family member engages in or threatens violent or abusive behavior toward CHA personnel or its agents.
- The participant fails to undergo a Re-Examination and/or submit required documentation, including Social Security numbers for household members.
- The participant fails to supply proof of citizenship.
- A family member engages in criminal activity including, but not limited to, drug and alcohol abuse.
- A family member is convicted of or has a previous conviction for manufacturing or producing methamphetamine.
- A household member interferes with other people's right to the peaceful enjoyment of the neighborhood.
- CHA pays zero HAP for six consecutive months because the participant's income increased (in this situation, the HAP Contract automatically terminates).
- The participant no longer requires Program assistance.

In situations where CHA does terminate a participant family's assistance, both the lease and HAP Contract will terminate.

Informal Hearings

Participants have the right to appeal some decisions made by CHA through the request of an Informal Hearing. A property owner may be asked to provide information about a participant in relation to preparations for such a hearing or may be asked to attend.

A participant may request an Informal Hearing for the following:

- CHA's decision to deny or terminate a participant's assistance.
- Changes in Total Tenant Payment, family-paid portion of the rent, Payment Standard or Utility Allowance.
- A change in unit or subsidy size.
- CHA's decision to delay, terminate or deny assistance because of ineligible immigration status.

A participant may not request an Informal Hearing for the following:

- A determination that a unit does not comply with CHA Inspection Standards.
- A need for an extension to search for housing.
- An explanation on how CHA creates the Utility Allowance schedule.

- A general policy or class grievance.
- CHA's decision to use or not use any right or remedy against the property owner under the property owner's contract with CHA.

CHA will continue Housing Assistance Payments throughout the hearing process as long as the following are true:

- The participant is still living in the unit and meets HCV Program eligibility requirements; and
- The unit meets CHA Inspection Standards.

HAP Contract Termination

CHA may terminate the HAP Contract if any of the following occur:

- Lease is terminated for any reason.
- Unit fails to meet CHA Inspection Standards.
- Participant moves out for any reason.
- Participant pays entire Contract Rent for 180 days.
- CHA determines that the unit does not provide adequate space due to a change in family composition.
- Participant is terminated from the HCV Program.
- The death of a single-member household (including those with a live-in aide).
- Property owner is not in compliance with the provisions of the HAP Contract.
- Property owner cancels two consecutive scheduled inspections.
- The unit is abated three or more times in a 12-month period.
- Property owner fails to re-submit documents requested by CHA for compliance purposes.
- Property owner threatens or engages in, or allow guests to threaten or engage in, abusive or violent behavior or criminal activity toward CHA staff or its contractors. This includes:
 - Verbal as well as physical actions;
 - Use of racial epithets, or other language, written or oral, that is customarily used to intimidate; and
 - Oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Property Owner Suspension Guidelines

Property owners who meet the following criteria will be issued a formal warning letter and be required to attend a CHA inspections workshop and complete a short quiz to verify understanding of the material (answering at least 11 out of 15 questions correctly). They will not be allowed to enter into any new HAP Contracts until these requirements have been fulfilled.

- Property owners with 20 HCV Program units or less: two (2) or more HAP Contract terminations due to inspection violations within a 12-month period.
- Property owners with 21+ HCV Program units: 10 percent or more of the property owner's HAP Contracts have been terminated due to inspection violations within a 12-month period.

If a property owner subsequently has a HAP Contract termination due to inspection violations within the next 12 months, they will be placed on the Owner Suspension List with a moratorium on new HAP Contracts for one (1) year and must attend a property management course offered through the Chicago Association of REALTORS®, Community Investment Corporation, Spanish Coalition for Housing or other CHA-approved organization.

If a property owner has met the requirements to be removed from the Owner Suspension List, but has additional HAP Contract terminations due to inspection violations during the suspension period, CHA will determine, on a case-by-case basis, if/when the property owner is removed from the Program. Factors considered include, but are not limited to:

- Change in property management company
- Recent inspection results
- Submission of an Improvement Plan

If CHA becomes aware of a property owner creating additional vendor IDs with the purpose of circumventing these guidelines, CHA reserves the right to place the property owner on the Owner Suspension List.

In addition to adverse actions related to inspection violations, current HCV property owners/managers may be suspended and/or placed on CHA's Do Not Lease List for a variety of other reasons, including those listed on pages 24-25 of this Guidebook (Owner Ineligibility) as well as any other violation that CHA deems as egregious. If CHA becomes aware of any violation, the following action will be taken.

First or Minor Violation — CHA will issue the property owner/manager a formal written warning notice that includes details of the violation as well as a reminder that non-compliance may result in suspension from the HCV Program.

Multiple or Egregious Violations — Property owners/managers who have multiple (same one twice or two or more different ones, irrespective of when the first occurred) or egregious violations will be issued a formal notice of suspension for a specified period of time and be required to complete the following within 30 days:

- Attend a Prohibitive Activity and Conduct (PAC) Meeting and sign a PAC Agreement.
- Attend a CHA Owner Briefing or an approved property management training and provide proof of attendance (must be dated after the latest violation to fulfill the requirement).

If the above requirements are not met, the property owner/manager will be placed on CHA's Do Not Lease List for at least one (1) year and unable to enter into any new HAP Contracts.

Reporting a Problem Property

CHA established the Improving Properties Initiative (IPI) to give participants and property owners a safe, effective way to report problem properties (in some cases, you might even want to report your own property). CHA encourages everyone to use the IPI program if they witness:

- Unsafe or unsanitary building or yard conditions.
- Occupancy violations such as overcrowding or unauthorized tenants.
- Suspected illegal activities such as drug sales or prostitution.
- Any activities that disrupt a tenant's quality of life.

To report a property through IPI, simply complete a Problem Property Report Form (available for download on the HCV Owner Portal or on CHA's website at www.thecha.org/forms) and email it, along with any other information, to hcvipi@thecha.org.

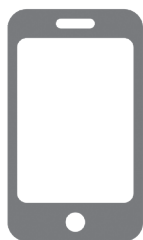
[illegible]



Resources

Property Owner Information Resources	53	HAP Contract Part C: Tenancy Addendum.....	90
Online Forms and Documents	55	Move-In/Move-Out Inspection Form	95
Request for Tenancy Approval (RTA) Packet	56	Notice to Vacate	99
Instructions	57	Acknowledgement to Vacate Notice	100
RTA Form	58	Lead-Based Paint Educational Resources	101
RTA Form Key.....	60	CHA "Protecting Your Child from Lead"	
Authorization for the Release of Information..	61	Brochure	102
Disclosure of Lead	62	EPA "Protect Your Family from Lead in	
Direct Deposit Authorization	63	Your Home" Brochure	106
W-9 Form.....	66		
Affidavit of Ownership	67	<u>Participant Resources</u>	
Property Owner Certification Form	71	CHA Family Obligations	126
Management Authorization Form	74	Foreclosure: Tenants' Rights and	
CHA Mobility Areas Map	75	Responsibilities	130
HAP Contract.....	76	CHA Special Programs	131
Chicago Residential Landlord and Tenant		Disability and Language Resources	132
Ordinance Summary	84	Interpretation Services Notice	134
Section 8 Vouchers and Source of Income		Resources for Victims of Domestic Violence	136
Discrimination Ordinance	88		

Property Owner Information Resources



HCV Owner Portal

Property owners and managers in the HCV Program can sign up for a free account on the HCV Owner Portal at chahcvportal.org.

This mobile friendly site offers instant access to information, and enables you to perform many tasks directly from your computer, tablet or smart phone. HCV Owner Portal features include:

- *My Account* — update contact information, view your properties, list vacancies, set notification preferences, submit documents, enable two-factor authentication (2FA)
- *Inspections* — view inspection results, see upcoming appointments, pay re-inspection fees
- *Finance* — request and track a rent increase, view/download HAP statements, abatements and 1099s, change direct deposit information
- *Moves* — Upload RTA packet(s), track your moves, see if the Asking Rent for your unit is affordable for a specific HCV participant family (Affordability Calculator)
- *Resources* — download HCV Program forms and documents, read current and past issues of *Owner News*, find links to upcoming events, local government information and public records



CHA Online

CHA's website is a connection to the Housing Choice Voucher Program 24 hours a day, seven days a week. You can visit www.thecha.org/hcv to:

- Find out more about the HCV Program and its many benefits
- Learn about the inspections process and lease management
- Access the full calendar of CHA events
- Download a variety of resource materials



Newsletter — Owner News

Owner News is CHA's bi-monthly e-newsletter for HCV and PBV property owners and managers. In each issue, you can expect to find information on recent policy or resource changes, timely reminders, helpful tips for navigating the program and upcoming events or educational opportunities. You can view current and past issues of *Owner News* on the HCV Owner Portal.

Workshops and Events

CHA regularly hosts live virtual webinars and in-person networking events and bootcamps for property owners and managers, with the goal of further educating partners on important HCV topics (i.e., setting rental rates, inspections, how participant changes impact tenancy, Program integrity) as well as best practices and industry trends (i.e., fair housing, property maintenance, landlord-tenant relationships).

To see the full calendar of upcoming events and to register, visit www.thecha.org/hcvownerevents. In addition, select webinar recordings are available to view on demand in the HCV Program Webinar Library at gotostage.com/channel/chahcvowners.

Owner Services Department and Regional Offices

CHA operates a dedicated Owner Services Department at the Central Office and, along with CHA's Regional Offices, offers an array of resources for property owners and managers (as well as applicants, voucher holders and participants).

Owner Liaisons are available to help you navigate various aspects of the HCV Program, including:

- Program policies and procedures
- Owner Account changes (i.e., direct deposit, contact information, management, etc.)
- Completing, signing and submitting forms (i.e., RTA packet, HAP Contract, Change of Ownership/Management, etc.)
- Program-related issues
- Translation of documents, if applicable, with the help of Spanish-speaking staff members
- And more

For assistance, contact Owner Services via email at **ownerinfo@thecha.org** or visit CHA's website at **www.thecha.org/property-owner-support** and scroll to the bottom to schedule an in-person appointment at the Central Office.

See page 7 or the back cover of this Guidebook for a listing of all HCV Program Regional Office locations.

Online Forms and Documents

HCV Program Forms

Many of the forms referenced in this Guidebook as well as other HCV Program information and documents are available for download on the HCV Owner Portal at **chahcvportal.org** or on CHA's website at **www.thecha.org/forms**.

Visit these sites to download common forms such as:

- Change of Ownership/Management
- Inspection Extension Request
- Request for Tenancy Approval (RTA) Instructions
- Direct Deposit Authorization
- Authorization for the Release of Information
- Request for Replacement Payment
- Problem Property Report
- Fraud Report
- Tax Savings Program Application
- W-9 Form with Instructions
- Notice to Vacate
- Vacancy Payment Request
- Affidavit of Ownership
- Property Owner Certification
- HAP Contract (HUD 52641)



chahcvportal.org

www.thecha.org/forms

The following pages include samples of some of the most commonly used forms and documents for your reference. Many of these forms are available online through CHA or the applicable agency. If you need assistance locating an electronic version of any of the forms or documents, please email **ownerinfo@thecha.org**.

Additional Resources

- Sample Leases:
www.cicchicago.com or **www.chicagorealtor.com**
- Chicago Residential Landlord and Tenant Ordinance:
www.chicago.gov/housing
- Federal Regulations and Publications:
www.hud.gov
- Lead Protection Brochure and Information:
www.epa.gov/lead



Request for Tenancy Approval (RTA) Packet

Este documento se puede traducir. Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

WELCOME TO CHA'S HOUSING CHOICE VOUCHER (HCV) PROGRAM

Below is an **estimated** timeline for processing a new move once CHA receives and reviews your complete and accurate RTA packet and any supporting documentation. **Missing, incorrect or incomplete information will result in delays or a denial of the RTA.**

HCV property owners: Upload all documents via your Owner Portal account at chahcvportal.org.

Property owners new to the HCV Program: Email all documents to ownerinfo@thecha.org.

Note: RTA packets submitted by any other means will not be accepted or processed.

1. PROPERTY OWNER SCREENING

CHA screens the property owner to determine eligibility — criminal background, Certificate of Good Standing, property taxes paid, proof of ownership, city code violations, etc.

Note: The property owner must not be suspended by CHA, have open housing court cases or be included on the Chicago Building Code Scofflaw List.

3. RENT OFFER ACCEPTANCE

CHA awaits confirmation from the property owner that they accept the rent offer. If acceptance is not received within **2 days** of receipt, CHA will cancel the move.

Note: The tenant must NOT move in or sign a lease agreement prior to acceptance of the rent offer and a passed CHA-conducted inspection.

5. INITIAL INSPECTION

CHA conducts an inspection of the “rent-ready” unit. If the unit passes, the property owner must inform CHA of the move-in date within **2 days**. If it fails, the property owner must make the necessary repairs and call CHA within **14 days** to schedule a re-inspection. If it fails again, CHA will cancel the moving process for this unit.

7. HOUSING ASSISTANCE PAYMENT

CHA receives the signed HAP Contract and corresponding lease and sets up the account for payment on the next available check run.

WEEK ONE

WEEK TWO

WEEK THREE

WEEK FOUR

WEEK FIVE

WEEK SIX

WEEK SEVEN

2. RENT DETERMINATION

CHA conducts an analysis of comparable units (unsubsidized, within a 1-mile radius, leased within the last year) to calculate a reasonable Market Rent, compares that to the Asking Rent and HCV participant family's affordability, and determines the Contract Rent. CHA contacts the property owner with the rent offer.

Note: Property owners are encouraged to submit comparable unit data to AffordableHousing.com for consideration prior to the RTA packet submission.

4. INITIAL INSPECTION SCHEDULING

CHA contacts the property owner to schedule an Initial Inspection. The property owner and/or authorized agent must be present for the scheduled inspection.

6. HAP CONTRACT EXECUTION

CHA sends the Housing Assistance Payment (HAP) Contract for the property owner to sign and return, along with the corresponding lease agreement and Utilities and Appliances Lease Addendum, signed by both parties. All documents must be returned within **3 days** of receipt to prevent the cancellation of the move.

Rev. 05212025, Eff. 06012025, CHA-0123: RFTA

CHA Customer Call Center: 312-935-2600 / 312-461-0079 (TTY) • www.thecha.org/hcv



Request for Tenancy Approval (RTA) Packet

Reminder: This page and all required documentation included in the checklist below must be completed correctly and submitted to CHA (via the HCV Owner Portal at chahcvportal.org or emailed to ownerinfo@thecha.org **only**) for processing to begin. In addition, it is important that each of the following take place prior to the family's move-in date.

1. The rent offer is accepted by the property owner and the unit passes a CHA-conducted inspection.
2. The property owner informs CHA of the agreed-upon move-in date.
3. The lease agreement, HAP Contract and Lease Addendum are signed and returned to CHA.

Voucher Holder Name: _____ Voucher #: _____

Property Owner/Authorized Agent Name: _____

Are you a **new** property owner to CHA? ☐ Yes ☐ No, my vendor # is: _____

Are you, your spouse, domestic partner or an immediate family member (related by blood or marriage) employed, contracted or subcontracted by the Chicago Housing Authority? ☐ Yes ☐ No

Do you currently have any open cases in the City of Chicago Building Court? ☐ Yes ☐ No

Are you currently on the City of Chicago Building Code Scofflaw List? ☐ Yes ☐ No

Physical Address: _____
(Principal place of business where records will be kept; PO Box alone or c/o is unacceptable.)

Mailing Address: _____
(Complete only if different from physical address listed above.)

What is your preferred language? _____

Have you screened your potential tenant? ☐ Yes ☐ No

Note: CHA can provide contact information for the HCV participant family's previous property owner. However, tenant screening for suitability and reference checks are solely the property owner's responsibility.

Will the tenant have access to the following areas? If no, the structure type for a single-family home may change.

Attic: ☐ Yes ☐ No ☐ N/A

Basement: ☐ Yes ☐ No ☐ N/A

Required Documentation Checklist

- ☐ HUD Request for Tenancy Approval Form (requires the unit's Property Index Number (PIN))
- ☐ Authorization for the Release of Information — Owner (for individual property owners only)
- ☐ Disclosure of Information for Pre-1978 Housing Rental and Leases
- ☐ Direct Deposit Authorization Form, including IRS Form W-9 (for new HCV property owners only)
- ☐ Affidavit of Ownership
- ☐ Property Owner Certification Form
- ☐ Management Authorization Form (if applicable)

Rev. 05212025, Eff. 06012025, CHA-0123: RFTA

CHA Customer Call Center: 312-935-2600 / 312-461-0079 (TTY) • www.thecha.org/hcv

14. Owner's Certifications

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

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

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

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: HUD is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

c. Check one of the following:

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

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

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

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

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

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

18. City Code Violations

a. The unit must not have any current city code violations. If the PHA is notified that a property to be leased under the HCV Program does not meet local building code, the PHA will consider the unit as failing HQS.

b. Owner Certification (please initial below):

_____ The owner certifies that there are no active city code violations for the unit submitted for tenancy approval.

Print or Type Name of Owner/Owner Representative



Print or Type Name of Household Head



Owner/Owner Representative Signature

Signature (Household Head)

Business Address

Present Address of Family (street address, unit #, city, state, zip code)

Telephone Number

Date (mm/dd/yyyy)

Telephone Number

Date (mm/dd/yyyy)

Email Address

Voucher Number

Voucher Size

Children under 6 (Y/N)

Owner/Vendor Number (if currently participating in the HCV Program)

Issue Date

Expiration Date

CHA HCV Regional Office:

☐ Central

☐ South

☐ West

Other Classification:

☐ Public Housing Relocatee

☐ Mobility Area

☐ VASH

☐ Mobility Counseling Program

☐ CTO Homeownership

☐ LevelUp

A	Name of Public Housing Agency — This will be filled out in advance.
B	Address of Unit — This is the address of the unit proposed for lease. CHA will send inspectors to the address based on the ZIP code. Make sure you have the correct one in the space designated for the address of the unit.
C	Requested Lease Start Date — This is the proposed start date of the contract. The actual start date cannot occur until the property owner has accepted the rent offer, the unit has passed a CHA-conducted inspection and the participant is occupying the unit.
D	Number of Bedrooms — This is the number of bedrooms in the unit. Do not list any room that does not meet the bedroom criteria listed on page 31, is not considered a bedroom by CHA Inspection Standards or is otherwise generally not considered a bedroom (i.e., living room or dining room).
E	Number of Bathrooms — This is the number of bathrooms in the unit.
F	Year Constructed — Indicating the year constructed allows CHA to ensure compliance with rules and regulations concerning lead-based paint.
G	No. of Units in Building — Indicate the total number of units in the building.
H	Proposed Rent — This is the rent you intend to charge for the unit. It should be the same rent you would charge to a family that is not a voucher holder.
I	Security Deposit — This is the amount you intend to charge for a security deposit. More information on security deposits is on page 21-23.
J	Available Inspection Date — This should be the date the unit meets the rent-ready criteria outlined on page 33.
K	Type of House/Apartment — Please indicate the unit type. This allows CHA to apply the proper Utility Allowance and determine if the requested rent is reasonable.
L	Type of Subsidy — Most HCV Program units will not receive another form of subsidy. However, some specific housing complexes were subsidized during their construction. HCV Program families cannot receive dual subsidies.
M	Property Index Number (PIN) — When you list your property with the Housing Choice Voucher Program, you will need to provide CHA with the Property Index Number. If you don't know your PIN, visit www.cookcountyassessor.com .
N	Utilities and Appliances — Please accurately indicate utility responsibility. Any changes made after CHA approves the unit will require authorization by CHA and a new rent determination and contract.
O	Parties to the RTA — Both the property owner and the participant are required to fill out and sign the Request for Tenancy Approval form. The RTA not only initiates the moves process, but it also provides CHA with important information about the legal owner and/or property manager responsible for the unit. Please print the rental address clearly.



Este documento se puede traducir.
Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

AUTHORIZATION FOR THE RELEASE OF INFORMATION — OWNER

*If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.*

The Chicago Housing Authority (CHA) will use enhanced screening criteria such as a credit and criminal background check in order to determine the eligibility of an individual property owner or manager to participate in the Housing Choice Voucher (HCV) Program. Therefore, it is required that you sign this authorization form and submit it with your Request for Tenancy Approval (RTA).

Consent: I consent to allow HUD or CHA to request and obtain personal information for the purpose of verifying my eligibility for participation in the HCV Program. Authorization is given to perform a complete investigation (including criminal background check) and verification of all information provided in the RTA packet. Furthermore, I hereby certify that I have personally filled in and/or reviewed all property owner/manager information listed in the RTA packet.

I understand that this release waives any privilege or confidentiality existing under federal or state law regarding such information and that CHA, under this consent form, cannot use this information to deny, reduce or terminate participation without first conducting an independent verification. In addition, I am allowed to contest those determinations. My signature below authorizes all relevant entities to release credit and criminal record information.

Property Owner/Manager Name

Owner # (if applicable)

Social Security Number/Tax ID Number

Date of Birth (if applicable)

Signature

Date

Rev. 06302021, Eff. 07022021, CHA-0013: Owner Screening

CHA Customer Call Center / TTY: 312-935-2600 / 312-461-0079 • hcv@thecha.org • www.thecha.org/hcv



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Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

DISCLOSURE OF INFORMATION FOR PRE-1978 HOUSING RENTAL AND LEASES

If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.

Lead-Based Paint Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing: The property owner/manager must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling and provide the family with a federally approved pamphlet on lead poisoning prevention, entitled *Protect Your Family from Lead in Your Home*.

Property Address	Apt#	City	State	ZIP Code
------------------	------	------	-------	----------

Property Owner (Lessor) Disclosure (for each item, check the appropriate boxes and initial each line)

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

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

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

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

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

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

Participant (Lessee) Acknowledgment (all Lessees should initial each line)

_____ (a) If applicable, Lessee has received copies of all records and reports listed above.

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

Lessee has children under the age of six in the household. ☐ Yes ☐ No

Agent's Acknowledgment (Lessor's Agent)

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

Certification of Accuracy

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

Property Owner (Lessor) Signature (Date)

Participant (Lessee) Signature (Date)

Agent Signature (if applicable) (Date)

Rev. 04292019, Eff. 05012019, CHA-0034: LBP Disclosures

CHA Customer Call Center / TTY: 312-935-2600 / 312-461-0079 • hcv@thecha.org • www.thecha.org/hcv



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Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS

*If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.*

As a property owner participating in the Housing Choice Voucher (HCV) Program, it is required that you register for direct deposit in order to receive your Housing Assistance Payment (HAP). By doing so, you acknowledge that, if any action taken by you results in non-acceptance of a direct deposit by the designated financial institution, CHA assumes no responsibility for processing a supplemental payment until the amount of the non-acceptance deposit is returned to CHA by the financial institution and that you may incur fees and/or other penalties payable to CHA.

Please visit our website at www.thecha.org/forms to download the direct deposit registration form. Once completed, please submit the form along with a copy of your voided check or savings account deposit slip via mail, email or fax as indicated below:

1. Mail: CHA Housing Choice Voucher Program
Attn: Direct Deposit
60 E. Van Buren Street, 9th Floor
Chicago, IL 60605

2. Email: directdeposit@thecha.org

3. Fax: 312-786-6966

If you have any questions regarding direct deposit of your HAP, please contact the CHA Customer Call Center at 312-935-2600 or email directdeposit@thecha.org.

Thank you for your cooperation in this matter. We appreciate your continued support of the HCV Program.

Direct Deposit Form Key Register Correctly the First Time by Following These Guidelines

A	Date — Date of form being filled for submission and on Form W-9 must match
B	Owner # — From HAP statement, if known
C	Voucher # for Participant
D	Name of Financial Institution/Account #/Routing # and Transit #/Type of Account — Whatever is listed on the verification document, see checking account/savings deposit slip sample attachment
E	The name indicated as the Payee Name and on Form W-9 must match
F	The numbers indicated as the SSN or Federal Tax I.D. # and on Form W-9 must match
G	Authorized Person — Email, Address, City, State, ZIP Code, Phone, Signature

Rev. 12272024, Eff. 12302024, CHA-0032: ACH Docs

CHA Customer Call Center / TTY: 312-935-2600 / 312-461-0079 • hcv@thecha.org • www.thecha.org/hcv



Este documento se puede traducir.
Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

DIRECT DEPOSIT AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS)

To implement direct deposit of Housing Assistance Payments, complete and send this form, along with a completed W-9 and voided check or savings account deposit slip to: **CHA Housing Choice Voucher Program, Attn: Direct Deposit, 60 E. Van Buren, 9th Floor, Chicago, IL 60605**, email it to directdeposit@thecha.org or fax it to **312-786-6966**.

Date: _____ (A) Property Owner# (from HAP statement): _____ (B) Voucher #: _____ (C)

☐ NEW ENROLLMENT ☐ CHANGE BANK ACCOUNT INFORMATION

I hereby authorize the Chicago Housing Authority (CHA) Housing Choice Voucher (HCV) Program to deposit my Housing Assistance Payment (HAP) into my account at the financial institution named below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Name of Financial Institution: _____		
Account Number: _____	Routing and Transit Number: _____	
Type of Account (check one): <input type="checkbox"/> Checking <input type="checkbox"/> Savings		(D)

City: _____ State: _____ ZIP Code: _____

This authorization is to remain in full force and effect until the HCV Program has received written notification from me of its termination in such time and in such manner as to afford the HCV Program and the financial institution a reasonable opportunity to act upon it. The HCV Program may also terminate the direct deposit if CHA determines that eligibility is no longer met, and/or in order to recover any overpayments made. Additionally, if any action taken by me results in non-acceptance of a direct deposit by the designated financial institution, I understand that CHA assumes no responsibility for processing a supplemental payment until the amount of the non-acceptance deposit is returned to CHA by the financial institution and that I may incur fees and/or other penalties payable to CHA. **The payee certifies compliance with the HAP Contract by accepting direct deposit and that the unit(s) assisted under the HAP Contract is in full compliance with the contract terms.**

Payee or an authorized person must complete the following and sign this request. Please print legibly.

Payee Name: _____ (E) SSN or Federal Tax I.D. #: _____ (F)

Name of Authorized Person: _____ Title: _____

Email Address: _____ (Required)			
Address: _____	City: _____	State: _____	ZIP Code: _____
Telephone: Office (____) _____		Cell (____) _____	
Signature of Property Owner or Authorized Person: X _____			(G)

Failure to answer all questions and provide all documentation will result in delay of processing your request.

Pursuant to 18 USC1001 whoever, in any manner within the jurisdiction of the executive, legislative or judicial branch of the government of the United States, knowingly and willfully (1) falsifies, conceals or covers up any trick, scheme or device a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both. I understand that a false statement on any part of this form could result in a fine up to \$500,000 or imprisonment of up to 5 years or both for each violation (18 USC1001; 18 USC 3559.3571). Owners and Management Agents who violate this law may also be debarred from future participation in the HCV Program.

The Information Practices Act of 1977 (Civil Code Section 1798.17) and the Federal Practices Act (Public Law 93-579) require that this notice be provided when collecting personal information from individuals. Information requested on this form is used by the HCV Program for the purposes of identification and enrollment processing. Failure to provide the mandatory information may result in the enrollment action not being processed or processed incorrectly. Violations of any privacy rights of property owners and/or management agents or any law by an employee or agent of CHA will result in penalties and fines.

Rev. 12272024, Eff. 12302024, CHA-0032: ACH Docs

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DIRECT DEPOSIT AUTHORIZATION
Attach Voided Check
or
Savings Account Deposit Slip

↑ check # ↑ routing and transit # ↑ checking account #

↑ Bank Routing Number ↑ Checking Account Number ↑ Check Number

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

DEPOSIT TICKET

First/Last Name
Address
City, State Zip

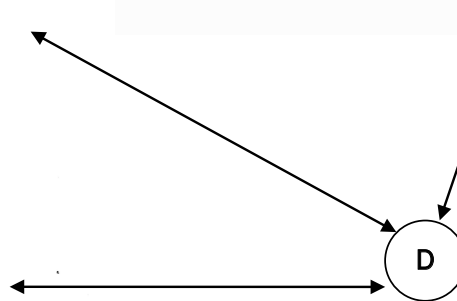
DATE _____
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
SIGN HERE IF CASH RECEIVED FROM DEPOSIT

First Bank of You

DO NOT USE DEPOSIT TICKET ROUTING # FOR AUTOMATIC PAYMENTS. USE VOIDED CHECK.

⑆0150 ⑈ 3034 ⑆ 0015075100 ⑈ • 909

71-7403/2719
CASH 25
CHECKS
CHECKS OR TOTAL FROM OTHER SIDE
TOTAL ITEMS
SUB TOTAL
LESS CASH
NET DEPOSIT \$



Please Note: The following verification documents must be provided:

- Voided check/savings deposit slip must include:
 - Encoding (the numbers on the bottom of your check/savings deposit slip)
 - Entity/Person must be the same as printed on the Direct Deposit Form
 - If starter checks, please hand write entity/person name

OR

- Letter from your Financial Institution
 - Must include the entity/person information
 - Routing/Account Number
 - Signed by an authorized representative of the Financial Institution

Rev. 12272024, Eff. 12302024, CHA-0032: ACH Docs

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Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 6 City, state, and ZIP code	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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HOUSING CHOICE VOUCHER (HCV) PROGRAM AFFIDAVIT OF OWNERSHIP

If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.

Date: _____

Dear Property Owner:

The Chicago Housing Authority (CHA) conducts a property owner screening for all Request for Tenancy Approval (RTA) submissions. Therefore, the legal deeded property owner(s) must complete the appropriate sections of this form. Failure to do so may result in the denial of the RTA. In addition, if the property will be managed by an entity other than the property owner, a Management Authorization form must also be completed by the property owner and managing agent, and submitted with the RTA.

Please fill out the appropriate section in full for your Ownership Type (Individual/Sole Proprietor, Business, Court Appointed Receiver or Trust) and submit the completed document with the Request for Tenancy Approval or Change of Ownership/Management request via email to ownerinfo@thecha.org. If preferred, you may also drop off the form in person at the CHA Central Office, Owner Services department.

Please note the following:

- This form (one per property) is required for each property owner participating in the HCV Program.
- All information reported will be verified via internal quality control. If we are unable to substantiate any items indicated, the property owner will be contacted and asked to provide verification of their selections on the affidavit.

PROPERTY INFORMATION

Property Index Number (PIN): - - - -

Property Street Address (include range, if assigned to single PIN)

Property City, State, ZIP Code

PROPERTY STATUS (must be completed)

Please check the correct response below:	YES	NO
All real estate taxes and assessments are paid in full.	<input type="checkbox"/>	<input type="checkbox"/>
This property is free of State and Federal tax liens. Note: Taxes must be in the owner's name.	<input type="checkbox"/>	<input type="checkbox"/>
This property is free of judgements, liens, claims and litigation.	<input type="checkbox"/>	<input type="checkbox"/>
This property has a reverse mortgage.	<input type="checkbox"/>	<input type="checkbox"/>



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HCV Program Affidavit of Ownership – Page 2

Types of Ownership – please only complete the section that corresponds to your ownership type

- Individual/Sole Proprietor Ownership: Complete Section A only
- Business Ownership: Complete Section B only
- Court Appointed Receiver Ownership: Complete Section C only
- Trust Ownership: Complete Section D only

SECTION A: INDIVIDUAL/SOLE PROPRIETOR OWNERSHIP

Social Security Number (SSN) must match the owner name on file with the Social Security Administration.

Property Owner Name (to be used for tax purposes)

Phone Number

Property Owner Address

(Principal place of business where records will be kept; PO Box alone or c/o is unacceptable.)

City, State, ZIP Code

Email Address

Property Owner SSN: - -
(must match Part 1 of IRS W-9 Form if receiving HAP)

SECTION B: BUSINESS OWNERSHIP

Select the type of Business Ownership below in accordance with the tax status.

- ☐ Partnership ☐ Corporation ☐ Limited Partnership ☐ Limited Liability Company
☐ Single Member LLC ☐ Trust / Estate

Business Name

Business Phone Number

Business Address

(Principal place of business where records will be kept; PO Box alone or c/o is unacceptable.)

City, State, ZIP Code

Email Address

Business Tax ID#/EIN issue by the IRS: -
(must match Part 1 of IRS W-9 Form if receiving HAP)

Rev. 04292019, Eff. 05012019, CHA-0215: HCV Affidavit of Ownership

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HCV Program Affidavit of Ownership – Page 3

SECTION B: BUSINESS OWNERSHIP (cont.)

Names and Titles of Partners, Shareholders or Members

_____ Name	_____ Title	_____ Name	_____ Title
---------------	----------------	---------------	----------------

_____ Name	_____ Title	_____ Name	_____ Title
---------------	----------------	---------------	----------------

I certify that the company listed in this section (B.) is active and in good standing with the state of incorporation.

_____ Authorized Agent Signature	_____ Name (printed)	_____ Title
-------------------------------------	-------------------------	----------------

SECTION C: COURT APPOINTED RECEIVER WITH SPECIFIC AUTHORITY TO CONTRACT, LEASE AND ACCEPT RENT

_____ Receiver Name (to be used for tax purposes)	_____ Phone Number
--	-----------------------

_____ Receiver Address (Principal place of business where records will be kept; PO Box alone or c/o is unacceptable.)	_____ City, State, ZIP Code
---	--------------------------------

Email Address

Receiver SSN: - - (must match Part 1 of IRS W-9 Form if receiving HAP)

- OR -

Business Tax ID#/EIN issue by the IRS: -
(must match Part 1 of IRS W-9 Form if receiving HAP)

Case Number: _____ Date Entered: _____

SECTION D: TRUST AGREEMENT (AFFIANT MUST HAVE POWER OF DIRECTION TO CONTRACT, LEASE AND ACCEPT RENT FOR PROPERTY HELD IN TRUST)

_____ Name (to be used for tax purposes)	_____ Phone Number
---	-----------------------

_____ Address (Principal place of business where records will be kept; PO Box alone or c/o is unacceptable.)	_____ City, State, ZIP Code
--	--------------------------------

Rev. 04292019, Eff. 05012019, CHA-0215: HCV Affidavit of Ownership

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HCV Program Affidavit of Ownership – Page 4

SECTION D: TRUST AGREEMENT (cont.)

Email Address _____

SSN: - - (must match Part 1 of IRS W-9 Form if receiving HAP)

- OR -

Business Tax ID#/EIN issue by the IRS: -
(must match Part 1 of IRS W-9 Form if receiving HAP)

Trust Agreement Number: _____

Name of Trustee with Power of Direction: _____

AFFIANT'S (PROPERTY OWNER'S) SIGNATURE

Pursuant to 18 USC1001, whoever, in any manner within the jurisdiction of the executive, legislative or judicial branch of the government of the United States, knowingly and willfully (1) falsifies, conceals or covers up any trick, scheme or device a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both. Property owners and managing agents who violate this law may also be debarred from future participation in the Chicago Housing Authority's Housing Choice Voucher Program.

Affiant's Signature

Affiant's Name (printed)

Signature Date

Rev. 04292019, Eff. 05012019, CHA-0215: HCV Affidavit of Ownership

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PROPERTY OWNER CERTIFICATION FORM

If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.

Property Owner Name: _____

Unit Address: _____

Property Index Number (PIN): - - - -

Property Owner/Affiant: Please initial to the right of each item below, certifying that you have read, understand, and agree to the terms of participation in the Housing Choice Voucher (HCV) Program.

OWNERSHIP OF ASSISTED UNIT_____

I certify that I am the legal owner and/or authorized agent for the above-referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

PROOF OF OWNERSHIP_____

I understand that prior to approval of the HAP Contract by CHA, I must submit and/or update the HCV Program's Affidavit of Ownership, listing the names and current addresses of all individuals having an ownership interest in the property, regardless of the legal entity that may hold title. I further understand that any changes to the list of owners and/or authorized agents must be reported to CHA in writing within 10 calendar days of the change.

UNIT PROPERTY TAXES_____

I understand the status of a unit's property taxes will be checked against public records. A unit found to be delinquent in the payment of property taxes will not be eligible for lease under the HCV Program until the taxes have been paid in full. Proof of payment will be required.

PROHIBITION ON LEASING TO RELATIVES_____

I certify that no member of the tenant family (related by blood or marriage) is the spouse, domestic partner, parent, child, grandparent, grandchild, sister or brother of the property owner, any principal, or the authorized agent without CHA's prior approval of a Reasonable Accommodation.

HOUSING QUALITY STANDARDS (HQS) COMPLIANCE_____

I understand that it is my obligation under the HAP Contract to perform necessary maintenance and to provide those utilities as contracted in my lease with the tenant so that the unit continues to comply with HQS. I understand that I (or my representative) am solely responsible for the coordination of, and must be present for, initial inspection(s). I also understand that I have an equal responsibility with the HCV participant for ensuring that all subsequent CHA inspections of the unit under contract take place.

INSPECTION FAIL RATE_____

I understand that the goal is for units to pass their initial inspection. This can be greatly enhanced by an owner's pre-inspection walk-through and an owner accompanying the CHA inspector on inspection day. Non-compliance could lead to denial of the RTA, suspension of the owner from the Program and/or HAP Contract termination.

CITY BUILDING CODE VIOLATIONS_____

I understand that outstanding City of Chicago building code violations are a violation of HQS. All units are subject to ongoing cross-referencing once the unit is on the Program. Proof of closed orders is required.

Rev. 01232024, Eff. 02022024, CHA-0252: Property Owner Certification Form

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LEAD-BASED PAINT VIOLATIONS_____

I understand that lead orders issued by the Chicago Department of Public Health are a violation of HQS. Units with outstanding lead orders will not be eligible for lease under the HCV Program, and units are subject to cross-referencing during the term of the assisted tenancy. Proof of closed orders must be submitted.

TERMS OF THE LEASE_____

I certify that the terms of the lease that I use for voucher holders, including the length of the lease, which shall not exceed two years, adhere to the normal standards for market rate leases in Chicago.

RENT REASONABLENESS_____

I understand that any tenant transfers, new tenant move-ins or rental increases may not exceed the reasonable rent as most recently determined or re-determined by CHA. During the HAP Contract term, rent paid to the property owner may not exceed rent charged by the property owner for other comparable unassisted units on the premises.

DIRECT DEPOSIT_____

I understand that all property owners will be required to utilize direct deposit of Housing Assistance Payments.

TENANT RENT COLLECTION REQUIREMENT_____

I understand that it is my responsibility to collect the tenant's portion of the rent and that failure to collect the tenant's portion of the rent on a timely basis will be considered a Program violation.

PROHIBITION OF SIDE PAYMENTS_____

I understand that the tenant's portion of the Contract Rent and any other agreements must be approved by CHA and that the property owner is not permitted to charge any additional amounts for rent or any other item not specified on the lease and not specifically approved by CHA.

UNAUTHORIZED PERSONS_____

I understand it is a Program violation to allow anyone not approved by CHA and listed as a tenant on the HAP Contract to reside in the assisted unit or to be listed on the Lease Agreement.

VACANCIES_____

I understand that should the assisted unit become vacant, I am responsible for notifying CHA immediately. I understand that relocating tenants to other units requires CHA's prior consent. Death of an assisted tenant who is the sole household member immediately terminates the HAP Contract.

VAWA REQUIREMENTS_____

I understand that under HUD's mandated Violence Against Women Act, CHA may terminate my HAP Contract and allow a family to move/transfer.

CRIMINAL ACTIVITY/QUALITY OF LIFE AT UNIT_____

I understand that under the HAP Contract, as the property owner/manager I may terminate the lease agreement if any member of the household, a guest or another person under a resident's control engages in criminal activity that threatens the health or safety of or right to peaceful enjoyment of the premises by other residents and persons residing in the immediate vicinity of the premises; any violent criminal activity on or near the premises; and/or any drug-related criminal activity on or near the premises.

RETALIATION_____

I understand that under the Chicago Residential Landlord and Tenant Ordinance, it is declared to be against public policy of the City of Chicago and CHA for a property owner or manager to take retaliatory action, including harassment, against a tenant, except for violation of a rental agreement or violation of a law or ordinance. A property owner or manager may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith requested an HQS inspection, a City inspection, repairs/work orders, and/or exercised any lawful remedy as it pertains to the lease agreement and overall tenancy.

Rev. 01232024, Eff. 02022024, CHA-0252: Property Owner Certification Form

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OWNER ORIENTATION_____

I am aware that two-hour training sessions or "owner briefings" are available and that CHA strongly encourages owners and/or authorized agents to attend periodically. I certify that, as a property owner participating in the HCV Program, I fully understand the expectations of CHA and will comply with the rules of the Program.

CODE OF CONDUCT_____

I understand that it is a Program violation to threaten or engage in, or allow staff to threaten or engage in, abusive or violent behavior or criminal activity toward CHA staff or its contractor. *Abusive or violent behavior includes verbal as well as physical actions. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may also be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.*

FAIR NOTICE ORDINANCE_____

I understand the legal requirements that I must adhere to as outlined in the Chicago Residential Landlord and Tenant Ordinance (updated July 2020) with regard to the amount of notice given to a tenant when deciding to: (1) terminate periodic tenancy; (2) not renew a fixed-term rental agreement; or, (3) increase the rental rate.

INSPECTOR GENERAL_____

I understand that I have a *duty to report* to the Office of the Inspector General (OIG) any fraud, mismanagement, waste of funds or resources, abuse of authority, misconduct, conflict of interest, ethical violations or other improper acts involving CHA business. I understand that I have a *duty to cooperate* with the OIG in any and all inquiries. I understand that failure to report and failure to cooperate with the OIG shall result in disciplinary action, such as removal from the HCV Program and disqualification from further transactions with CHA.

CONFLICT OF INTEREST_____

I understand that I have a *duty to report* to the OIG any known conflict of interest as per Form HUD-52641, Housing Assistance Payments Contract (HAP Contract), Part B, Section 13. As such, any employee, contractor, subcontractor or agent of the CHA, or any immediate family member (spouse, domestic partner, parent, child, etc., related by blood or marriage) may not have any direct or indirect interest in the HAP Contract or in any benefits or payments under the contract during their tenure or for one year thereafter. I understand that I must inform the HCV Program participant that their voucher will be ported out to the Housing Authority of Cook County.

Property Owner/Affiant Signature: _____ Date: _____

WARNING: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



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MANAGEMENT AUTHORIZATION

If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.

I, _____,

owner of the property located at: _____

PIN: ____ - ____ - ____ - ____ - ____ authorize _____

to manage the above property. I authorize the property manager/management company listed above to conduct the following business with the Chicago Housing Authority (CHA), effective _____:

Please check all those that apply:

- ☐ Authorization to receive Housing Assistance Payments
Note: Social Security Number or Business Tax ID#/EIN issued by the IRS is required and must match Part 1 of IRS W-9 form for the party that will receive payment.
- ☐ Authorization to execute the Housing Assistance Payment (HAP) Contract, Request for Tenancy Approval (RTA) and all other required documentation requested by CHA
- ☐ Act as a Property Owner Representative to conduct business with CHA, which may include, but is not limited to, submitting rent increase requests, being present for inspections and attending meetings.

Property owner certifies legal ownership of the property or legal entity which owns the property and has assigned the above responsibilities to the managing party listed below.

Fraud and False Statements: Title 18, Section 1001 of the U.S. Code states that a person who knowingly and willingly makes false and fraudulent statements to any department or employee of the United States Government, HUD, a Public Housing Authority or a property owner may be subject to penalties that include fines and/or imprisonment.

Property Owner/Signer Name (print)

Property Owner/Signer (signature)

Date

Property Manager Name (print)

Property Manager (signature)

Date

Management Company

Property Manager/Management Company Address

City

State

ZIP Code

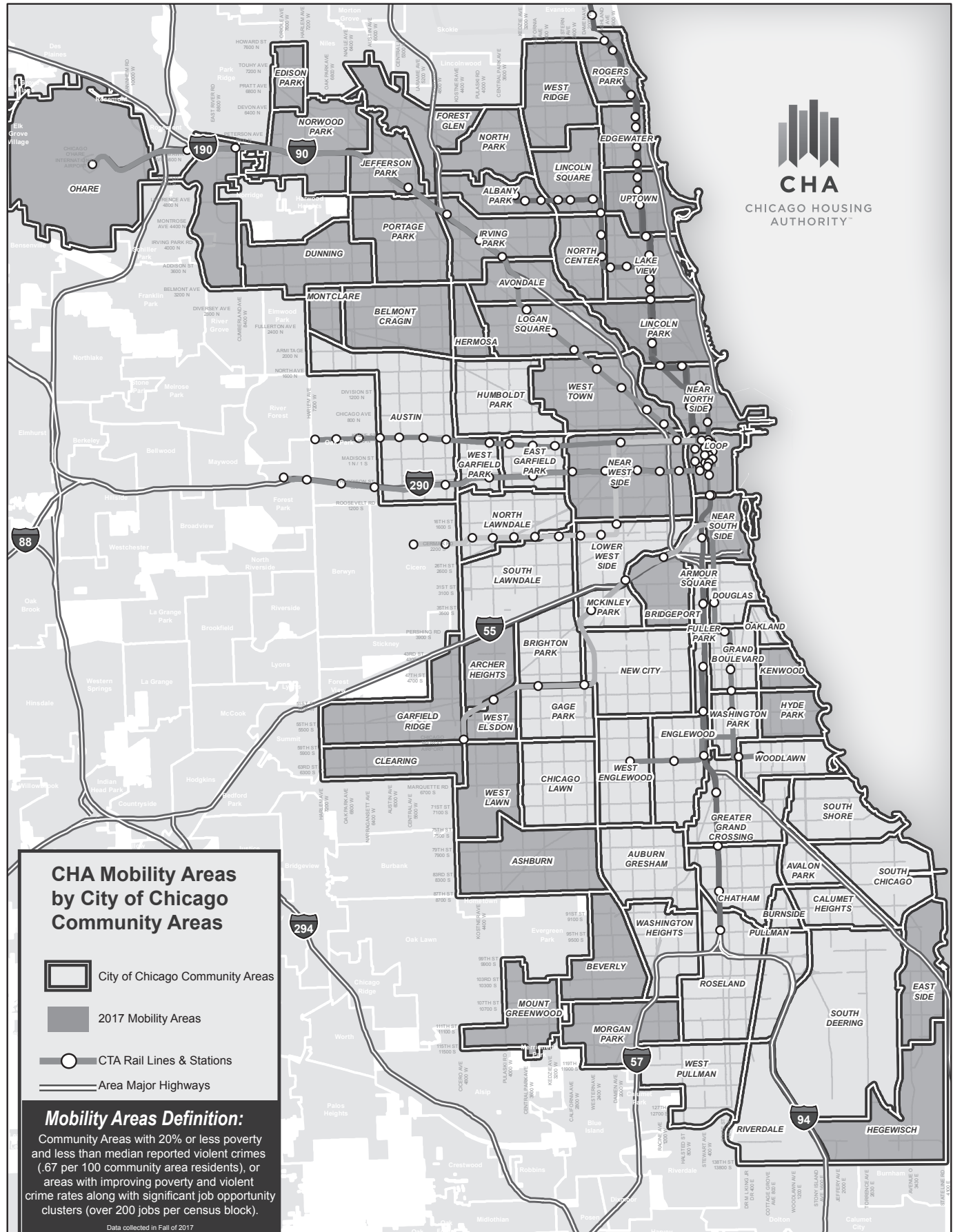
Property Manager/Management Company Office Phone

Property Manager/Management Company Cell Phone

Rev. 04292019, Eff. 05012019, CHA-0181: Owner Management Authorization

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For an online version of this map, visit www.thecha.org/mobility. In addition, the website offers an interactive feature that allows you to enter a street address and see if it is located in a Mobility Area.



Housing Assistance Payments (HAP) Contract

Section 8 Tenant-Based Assistance

Housing Choice Voucher Program

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. 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 Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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.

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"/> Bottled 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"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled 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

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

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.

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

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.



Residential Landlord Tenant Ordinance Summary

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal.

{Mun. Code Ch. 5-12-170}

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY IS RECOMMENDED.

Any terms in a lease that conflicts with applicable portions of the RLTO are unenforceable.

IMPORTANT NOTICE—These provisions apply to *all* residential units, regardless of whether they are covered by the RLTO.

Under the 2020 revisions of the RLTO (“Fair Notice Ordinance”), Landlords must provide a tenant that is not in the eviction process:

- 30 days of notice to terminate a month-to-month tenancy, decline to renew your lease or raise your rent if you have lived in your apartment for less than six months.
- 60 days of notice for the same if you have lived in your apartment for more than six months but less than three years.
- 120 days of notice for the same if you have lived in your apartment for more than three years.

Lockouts are illegal under Ordinance

- It is illegal for a landlord to lock out a tenant. Examples include: changing, removing, or plugging locks; removing doors or windows of a rental unit; removing tenant’s personal property from a rental unit; cutting off heat, utility or water services; or doing anything else which makes any part of the unit or tenant’s personal property inaccessible or uninhabitable for the purpose of forcing the tenant to move
- The Police Department is responsible for enforcement of the RLTO’s prohibition against lockouts. (Police Special Order 93-12)
- The landlord shall be fined \$200-\$500 for each day the lockout occurs or continues.

What rental units are not covered by the Ordinance? {MUN. CODE CH. 5-12-010 & 5-12-020}

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid monthly and the unit is occupied for more than 32 continuous days.
- School dormitory rooms, hospitals, shelters, employee’s quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.
- Employee housing

IMPORTANT NOTICE- The following provisions apply only to rental units covered by the RLTO

Under the Fair Notice Ordinance, if you have been given an eviction notice for nonpayment

You now have the one-time right to remain in your apartment and end the eviction case against you if you: pay all your back rent owed and pay any court filing fees your landlord has paid in your eviction case. You are free to make these payments until a judge issues a formal eviction order against you.

What are tenants required to do?*



The tenant, the tenant's family, and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-850 {MUN. CODE CH. 5-12-040; 14X-1-103.3}:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Regularly testing smoke alarms and carbon monoxide alarms and notifying the owner in writing of any deficiencies.
- Keeping the unit safe and clean.

The tenant must permit access to the rental unit to the landlord upon receiving two days' notice that the landlord intends to enter for the following purposes {Mun. Code Ch. 5-12-050}:

- Make repairs, supply services and perform necessary inspections

In cases of emergency, the tenant must allow access to the rental unit without receiving two days' notice.

*For a complete list, review the [RLTO Ordinance](#).

Please note: Except in cases of emergencies, tenants should not change the locks on their units without first notifying their landlord. If the tenant does change the locks, they must provide the landlord with a key.

What are landlords required to do?*

- Give tenant written notice of the owner's or manager's name, address, and telephone number or for a person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands. {Mun. Code Ch. 5-12-090}
- Within seven days of being served a foreclosure complaint, an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. {Mun. Code Ch. 5-12-095}
- To give new or renewing tenants notice of:
 1. Code citations issued by the City in the previous 12 months for the rental unit or common areas;
 2. Pending Housing Court or administrative hearing actions affecting the rental unit or common areas;
 3. During the entire occupancy, any notice of intent by a utility provider to shut off Water, electrical or gas service to the building. {Mun. Code Ch. 5-12-100}
- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}

*For a complete list, review the [RLTO Ordinance](#).

SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}*

- A landlord must give a tenant a receipt for a security deposit; however, if the security deposit is paid electronically, the landlord has the option to give an electronic receipt.
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- The landlord must provide via a written rental agreement or in other writing within 14 days of receipt of the security deposit detailing which financial institution the security deposit will be deposited.
- A landlord must pay interest each year on security deposits and prepaid rent held more than six months by either cash or credit to be applied to rent due. The rate of interest a landlord must pay is set each year by the City Comptroller.
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates and an estimated or actual cost for repairing or replacing damaged items, attaching copies of the paid receipts for the repair or replacement.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. {Mun. Code Ch. 5-12-110(g)}



- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit, if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest.

*For more information regarding security deposits, especially in the event of property transfer, please review the [RLTO Ordinance](#).

SUBLEASES {MUN. CODE CH. 5-12-120}

If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent. However, if the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising. The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.

ATTORNEY'S FEES {MUN. CODE CH. 5-12-180}

Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees.

What happens if there are problems during tenancy, and what are the available remedies?

TENANT REMEDIES {MUN. CODE CH. 5-12-110}

Minor Defects

If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:

1. Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the 15th day until repairs are made; OR
2. Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month's rent without exceeding one month's rent. Repairs must be done in compliance with the Code and receipts must be provided to the landlord; and also
3. File suit against the landlord for damages and injunctive relief.

Major Defects

If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If repairs are not made, the tenant may immediately terminate the lease and the landlord shall return all prepaid rent, security and interest recoverable by the tenant. If the tenant does not move out in 30 days then the tenant's notice is considered withdrawn.

*Failure to Provide Essential Services**

If, contrary to the lease, an essential service is not provided (heat, running or hot water, electricity, gas, or plumbing) and this is NOT due to a utility provider's failure, or if the landlord fails to maintain the building in material compliance with the Code, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:

1. Get the essential service restored and deduct the cost from the rent after giving the landlord paid receipts; OR
2. File a lawsuit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
3. Get substitute housing and be excused from paying rent for the period that the tenant cannot stay in the rental unit, OR
4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of its premises.

*For more information, review the [RLTO Ordinance](#).



Fire or Casualty Damage

If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident, the tenant may:

1. Move out immediately and provide written notice to the landlord of the intention to terminate the rental agreement within 14 days after moving out.
2. If legal, the tenant may stay in the unit but if they cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
3. If the tenant stays, and the landlord fails to diligently carry work to repair the rental unit, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

LANDLORD REMEDIES*

WHAT HAPPENS IF A TENANT PAYS RENT LATE?

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5% per month on that part of the rent that exceeds \$500.00 {MUN. CODE CH. 5-12-140 (H)}
- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement. However, the tenant may remain in the unit with a rental agreement in good standing if the tenant pays the full amount of back rent and landlord court filing fees before a judge issues an eviction order.
- If, however, the tenant uses this provision and later receives a second written notice of nonpayment, the tenant will have only five days to pay unpaid rent and will not have an opportunity to pay the back rent to ensure dismissal of the eviction action. {MUN. CODE CH. 5-12-130(a)}
 - If the landlord accepts the late rent, the landlord may not evict the tenant. {MUN. CODE CH. 5-12-130 (g)}
 - If the tenant fails to comply with the Code or the rental agreement, the landlord may give a written notice to the tenant of the specific acts or omissions that violated the code or rental agreement, and of the tenant's right to remedy the breach within 10 days. The landlord may terminate the rental agreement if tenant fails to correct the violation within the 10-day notice period. {MUN. CODE CH. 5-12-130 (b)}
 - If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the specified period, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs. {MUN. CODE CH. 5-12-130 (c)}

*For more information, review the RLTO Ordinance.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}

A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A tenant has the right to undertake any right or remedy provided by law without retaliation from the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing, or threatening to bring an eviction action, or refusing to renew a lease agreement.

For more information

Visit the City of Chicago Department of Housing website at: chicago.gov/rlto. For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

A message about porch safety:

The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.



City of Chicago
COMMISSION ON HUMAN RELATIONS

740 N. Sedgwick, Suite 400, Chicago, IL 60654
Phone 312/744-4111, Fax 312/744-1081, TTY 312/744-1088
www.cityofchicago.org/humanrelations

SECTION 8 VOUCHERS AND SOURCE OF INCOME DISCRIMINATION

Chicago's **Fair Housing Ordinance** prohibits discrimination against people who use a Section 8 Housing Choice Voucher as a source of income to support the rental or purchase of a housing unit in the City of Chicago. For example, it is a violation of the Fair Housing Ordinance to—

- Refuse to rent or sell to an otherwise qualified person because that person would use a Section 8 voucher to support the rent or purchase price.
- Refuse to cooperate with minor administrative requirements of the Section 8 voucher program, such as completing routine paperwork and allowing inspection of the property.
- Make any written communication expressing a limitation in the sale or rental of a housing unit based on source of income, such as "No Section 8," "Not Section 8 approved," or "Not set up for Section 8."
- Engage in differential treatment in the price, terms, conditions, or privileges of tenancy based on use of a Section 8 voucher or any other source of income.

Violations of the Fair Housing Ordinance are punishable by—

- Fines up to \$1,000 per incident, paid to the City.
- Damages and attorney fees, paid to the complaining party.
- An injunction ordering specific actions to eliminate discriminatory practices.

The Fair Housing Ordinance applies to all housing units in Chicago, regardless of building size or owner occupancy.

A property owner or agent may apply reasonable tenant selection criteria and tenancy rules. However, rules and practices must treat all prospective and actual tenants equally and may not disparately impact voucher holders without proof of business necessity. There is no requirement to hold a rental unit for a voucher holder if another qualified applicant is ready to rent.

If a property owner or agent utilizes a minimum income requirement – for all applicants – if the applicant is a Housing Choice Voucher holder, the income multiplier must be applied only to that portion of the rent that the Voucher holder is responsible for paying.

A person who claims source of income discrimination or other prohibited discrimination in the sale or rental of housing in the City of Chicago may file a complaint at the Commission on Human Relations. The Commission may also initiate a complaint. The Commission investigates and rules on each complaint through a neutral process which gives complainants and respondents the opportunity to present evidence and legal arguments to support their position.

See the back of this flyer for selected ordinance provisions. More information about the Commission on Human Relations and Chicago's discrimination ordinances is available at
www.cityofchicago.org/humanrelations

SELECTED PROVISIONS OF THE FAIR HOUSING ORDINANCE

Source of Income Discrimination

Section 5-8-030, Chicago Municipal Code

Unfair housing practices

It shall be an unfair housing practice and unlawful for any owner, lessee, sublessee, assignee, managing agent, condominium association board of managers, governing body of a cooperative, or other person, firm or corporation having the right to sell, rent, lease, sublease, or establish rules or policies for any housing accommodation, within the City of Chicago, or any agent of any of these, or any real estate broker licensed as such:

- A. To make any distinction, discrimination or restriction against any person in the price, terms, conditions or privileges of any kind relating to the sale, rental, lease or occupancy of any real estate used for residential purposes in the City of Chicago or in the furnishing of any facilities or services in connection therewith, predicated on...source of income of the prospective or actual buyer or tenant thereof.
- B. To publish, circulate, issue or display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement, sign or other writing of any kind relating to the sale, rental or leasing of any residential real property within the City of Chicago which will indicate or express any limitation or discrimination in the sale, rental or leasing of such residential real estate, predicated upon the...source of income of any prospective buyer, lessee or renter of such property.
- C. To refuse to sell, lease or rent any real estate for residential purposes within the City of Chicago because of the...source of income of the proposed buyer or renter.
- G. To deliberately and knowingly refuse examination of any listing of residential real estate within the City of Chicago to any person because of...source of income.

Section 5-8-060

Applicability [of the Fair Housing Ordinance]

Any owner, lessee, sublessee, assignee, managing agent, or condominium association board of managers, governing body of a cooperative, or other person, firm, or corporation having the right to sell, rent, lease, or establish rules and policies for any housing accommodation within the City of Chicago who shall exercise any function of selling, renting, leasing, subleasing, or establishing rules or policies for any housing accommodation within the City of Chicago shall be deemed subject to all applicable provisions hereof. Any real estate broker who shall exercise any function of a real estate broker within the City of Chicago shall be subject to all applicable provisions hereof.

**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).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

- (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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

4350.3 REV1

Appendix 5

OMB Approval No. 2502-0204
(Exp. 06/30/2017)**Appendix 5: Move-In/Move-Out Inspection Form**[Company name]
[Company address]

Property

Resident

Apartment No.

Unit Size

Move-In Inspection Date

Move-Out Inspection Date

Item	Condition		Cost to Correct
	Move-In	Move-Out	
ENTRANCE/HALLS			
Steps and landings			
Handrails			
Doors			
Hardware/Locks			
Floors/Coverings			
Walls/Coverings			
Ceilings			
Windows/Coverings			
Lighting ¹			
Electrical Outlets			
Closets ²			
Fire alarms/equipment			
LIVING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Lighting ¹			
Electrical outlets			

4350.3 REV-1

Appendix 5

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

Item	Condition		Cost to Correct
	Move-In	Move-Out	
DINING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
KITCHEN			
Range			
Refrigerator			
Sink/Faucets ³			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
Cabinets			
Closets/Pantry ²			
Exhaust fan			
Fire alarms/equipment			
BEDROOM(S)			
Doors and locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Closets ²			
Lighting ¹			
Electrical outlets			

4350.3 REV-1

Appendix 5

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

Item	Condition		Cost to Correct
	Move-In	Move-Out	
BATHROOM(S)			
Sink/Faucets ³			
Shower/Tub ³			
Curtain rack/Door			
Towel rack			
Toilet			
Doors/Locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Closets ²			
Cabinets			
Exhaust fan			
Lighting ¹			
Electrical outlets			
OTHER EQUIPMENT			
Heating Equipment			
Air-conditioning unit(s)			
Hot-water heater			
Smoke/Fire alarms			
Thermostat			
Door bell			
TOTAL			
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water			

4350.3 REV-1

Appendix 5

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

This unit is in decent, safe and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

Manager's Signature

I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Move-Out

Manager's Signature

____ Agree with move-out inspection

____ Disagree with move-out inspection

If disagree, list specific items of disagreement.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Public reporting burden - HUD is not requesting approval of any burden hours for the move-in/move-out inspection report since use of move-in/move-out inspection reports are a standard business practice in the housing rental industry. This information is required to obtain benefits and is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The owner/management agent and tenant together conduct a move-in/move-out inspection to document the condition of the unit at the time of move-in/move-out. Conducting move-in/move-out inspections are a standard business practice in the housing rental industry and are used for determining damages caused by the tenant during tenancy and allowable deductions from the tenant's security deposit held by the owner. This information is authorized by 24 CFR 5.703 and 5.705, 886.123, 886.223 cover unit inspections. This information is considered non-sensitive and does not require any special protection.



Este documento se puede traducir.
Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

NOTICE TO VACATE

If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.

Date: _____
(Date of Notice)

I, _____ hereby give notice to vacate the residence located at:
(Head of Household Name)

Participant Name: _____

Voucher #: _____

Street Address: _____

City, State, ZIP: _____

I will return all keys to the property owner/manager and all furniture and personal belongings will be removed from the unit on:

(Move-Out Date)

Please be advised of the following reasons for vacating the residence:

Participant	Property Owner/Manager (signature preferred, but not required)
Print Name:	Print Name:
Voucher #:	
Signature:	Signature:
Phone #:	Phone #:

"Participants who want to move must vacate the unit in compliance with the lease, provide the property owner or property manager at least 30 days' notice and submit a copy of that written notice to CHA. CHA conducts a criminal background check for all household members who are 18 years of age and older prior to approving the issuance of moving papers. The HCV participant must be in good standing with no lease violations before a voucher is issued to lease a new unit."

Rev. 04302019, Eff. 05022019, CHA-0088: Tenant's Notice Intent to Move

CHA Customer Call Center / TTY: 312-935-2600 / 312-461-0079 • hcv@thecha.org • www.thecha.org/hcv



Este documento se puede traducir.
Para adquirir la versión traducida, por favor comuníquese al 312-935-2600.

ACKNOWLEDGEMENT TO VACATE NOTICE

*If you need this document in a different language or **LARGER FONT** or if you need a reasonable accommodation (persons with disabilities), please call 312-935-2600 or TTY: 312-461-0079. Advance notice of seven days is required in order to arrange for interpreter services.*

[DATE]

[PROPERTY OWNER NAME]

[PROPERTY OWNER ADDRESS]

[PROPERTY OWNER CITY, STATE ZIP]

[PARTICIPANT NAME]

[PARTICIPANT ADDRESS]

[PARTICIPANT CITY STATE ZIP]

Vendor #: [OWNER #]

Voucher #: [VOUCHER #]

Dear [PROPERTY OWNER NAME]

This letter is to inform you that the Chicago Housing Authority (CHA) has received a "Notice to Vacate" from the above-referenced participant for the unit located at [PARTICIPANT ADDRESS].

The anticipated move-out date is [MOVE DATE].

Please be advised that the HAP Contract and lease for this unit will terminate on this date, and CHA will no longer issue Housing Assistance Payments to you on behalf of the participant. Therefore, you are strongly encouraged to work with the participant to finalize an actual move-out date and notify CHA immediately in writing of any changes.

Note: Should the participant move out prior to the anticipated move-out date, the HAP Contract will terminate on the last day of the same month. However, if they remain in the unit after the anticipated move-out date, the participant must complete a Request for Housing Assistance Payment Release form and submit it to CHA for review and processing.

Per HCV Program rules and regulations, it is the participant's responsibility to continue paying their portion of the rent each month until the move-out date. As always, you are encouraged to remind the participant of the terms of your Lease Agreement, which may include returning all keys once they vacate the unit, removing personal belongings and conducting a move-out inspection.

If you have any questions, please contact the CHA Customer Call Center at 312-935-2600 or hcv@thecha.org.

Rev. 10112023, Eff. 10162023, CHA-0002: Acknowledgement to Vacate

CHA Customer Call Center / TTY: 312-935-2600 / 312-461-0079 • hcv@thecha.org • www.thecha.org/hcv

Lead-Based Paint Educational Resources

The primary cause of childhood lead poisoning is the ingestion of deteriorated lead-based paint. Because the U.S. banned lead-based paint in 1978, this hazard is restricted to older homes. However, most of Chicago's housing fits this category.

Children under the age of six are particularly susceptible to the potential neurological problems caused by lead poisoning because their nervous system is still developing. In addition, they tend to crawl and play on the floor where paint chips and dust collect and they have a habit of putting things in their mouths. Lead poisoning can cause severe learning disabilities, hearing loss, brain and nerve damage, and even death.



To help protect these children, if a building meets all of the following conditions, CHA will perform a visual paint assessment during the inspection process:

- Built before 1978
- Has not been gutted and rehabilitated since 1978
- Is (or will be) occupied by a child under the age of six for at least three days a week

Any paint deterioration (cracking, chipping, chalking or peeling) requires action, but substantial paint deterioration may require a lead clearance exam performed by a certified laboratory. In order to provide lead-safe environments for their tenants, concerned property owners should address any significant peeling paint issues as soon as discovered or regularly re-paint to seal surfaces and trap any lead-based paint that may be present.

CHA provides a Lead Education Initiative Packet, including two informational brochures about lead poisoning that detail its effects and prevention (see the following pages). CHA distributes this packet to all participants as part of their voucher documents and during Re-Examination interviews, and makes it available on RENTCafé, CHA's online account management tool for HCV participants. In addition, participants must sign a Release Form and Checklist to confirm receipt and understanding of these materials.

Protecting Your Child From Lead



Lead Education Initiative Packet



Specific steps can be taken
to protect your child from
lead poisoning.

Please take a moment and
read this packet carefully.

www.thecha.org/hcv

A Publication of



Lead EDUCATION

Lead: Why Is It a Problem?

Before we knew how harmful lead could be, it was used in paint, gasoline, water pipes and many other products. Now that we know the dangers of lead, the use of lead in house paint and plumbing materials has been banned.

Unfortunately, a majority of the housing in Chicago was built prior to 1978 before the banning of lead in building materials, meaning your home and apartment could contain enough lead to sicken your child through lead poisoning.

Many homes still have lead paint surfaces and lead in pipes, which still present a real danger for lead poisoning. Swallowing lead paint chips and breathing dust from lead-based paint can also make your child sick, even though this dust may not be visible.

Who's at Risk?

Every child under the age of six must be protected from lead poisoning.

While anyone can get lead poisoning, babies and very small children are particularly at risk because they put things in their mouths and their small bodies absorb lead more easily. If you are pregnant, avoid exposing yourself to lead. Lead can pass through your body and harm your unborn baby.

The Effects

Lead poisoning is an extremely serious condition. Brain damage, mental retardation, hearing loss, behavioral problems and damage to a child's kidney and stomach are just some of the effects of lead poisoning. Exposure to high levels of lead can also cause seizures, unconsciousness and even death.

What to Look for...

If your child is always tired, can't ever seem to sit still, is grouchy, has an unusual amount of headaches and trouble sleeping at night, he or she should be tested. Other early signs to watch out for include loss of appetite, weight loss and constipation.

How to Protect Your Child

1. Testing is extremely important.

Get your children tested for lead poisoning regularly even if they seem healthy. **The Chicago Department of Public Health's guidelines recommend that children be tested at the following minimum ages: 9, 15 and 24 months and annually through age 6** (if past test results are at 10 ug/dL or above). If any of your child's test results are above 10 ug/dl, they should be tested soon after moving into any residence built before 1978.

A list of agencies that provides free blood screenings for lead poisoning is included in this packet.

2. Act quickly — if you suspect your child is poisoned.

Early detection and treatment are extremely important to limit the damage that can occur from lead poisoning. If your child has tested with an elevated blood level of 20 ug/dL or has been tested on two occasions with elevated blood-levels of 15-19 ug/dL, in addition to seeking proper medical care, immediately contact the Chicago Department of Public Health and CHA to request a risk assessment of the unit.

3. Paint is the biggest problem.

Paint that is cracking, peeling, chipping or flaking is extremely dangerous. Children can eat these pieces of paint or breathe the dust from the paint. Stop your child from putting anything paint covered into their mouths.



Cracking, peeling, chipping and flaking paint in and around your house poses a danger.

4. Make sure your Property Owner/Manager lives up to his/her responsibilities.

If you see any chipping, peeling, cracking or flaking paint in your home, call your Property Owner/Manager immediately to have the defective paint removed. You should also advise CHA of defective paint. **DO NOT try to remove the lead-based paint yourself. Experts must remove lead paint.** Make sure your Property Owner/Manager hires a person who has special training and is licensed for correcting lead paint problems to remove the lead from your home. The person must know how to do this work safely and have the proper equipment to clean up thoroughly.

Be sure your Property Owner/Manager or contractor is using safe work practices and is EPA-certified when painting, remodeling or renovating your house or apartment*. Lead-safe work practices include working wet, removing or covering your furniture and belongings in the work area, covering floors with plastic and cleaning up when done.

Your Property Owner/Manager is responsible for notifying you of any repairs to be made related to lead paint removal and when the repairs are completed.

5. Watch where your child plays and what your child plays with.

Most children are poisoned by lead dust that gets on their hands and then in their mouths. **Wash your child's hands, bottles, toys, pacifiers and other things that they may put in their mouths regularly.** Do not let your child play in bare soil. Soil can also be contaminated by flaking and peeling lead-based paint.

6. Clean up safely.

Clean up often and buy a wet mop or cloth to clean floors, window sills, mini blinds, furniture and other surfaces. Pay particular attention to dusty and dirty areas and be sure to rinse sponges and mops thoroughly after each use.

7. Be aware of other sources of lead poisoning.

Lead paint, dust and soil are the most common sources of lead, but other ways that children can get sick from lead include:

- Food or liquid stored in lead crystal or lead-glazed pottery or porcelain can become contaminated with lead.

- Hobbies such as making pottery, stained glass or refinishing furniture can involve lead.
- Folk remedies such as "Greta" and "Azarcon" which are used to treat an upset stomach or "pay loo ah", a treatment for a rash or fever may contain lead.
- Painted toys, household furniture and outdoor furniture may have lead. Do not let children chew on painted toys or furniture such as cribs or playpens.
- Children get exposed to lead when their parents bring home lead dust on their clothes, shoes, hair or skin.
- Some imported, non-glossy vinyl mini-blinds can be a lead hazard. Sunlight and heat can break down the blinds, possibly releasing lead contaminated dust. Look for products with labels that say "new formulation," "non-leaded formula," "no lead added" or "new non-leaded vinyl formulation."

! Important: CHA's Housing Quality Standards (HQS) Procedure

If you see chipping, peeling, cracking or flaking paint, do not wait. Please contact your Property Owner/Manager immediately and also request an inspection from CHA.

Even if you do not request an inspection, CHA will conduct a Housing Quality Standards (HQS) Inspection before you move into any new unit leased under the Housing Choice Voucher Program and at least once a year thereafter. This inspection includes a visual assessment of any deteriorated paint violations, such as chipping, peeling, cracking or flaking paint. CHA will then notify you and your Property Owner/Manager.

**The Environmental Protection Agency (EPA) requires that all persons who renovate, repair, or prepare surfaces for painting in pre-1978 rental housing or space rented by child-care facilities must be certified by the EPA and must follow the lead-safe work practices required by EPA's Renovation, Repair and Remodeling rule.*

Lead EDUCATION

Proper Diet and Food Preparation

The only truly effective way to keep your child safe from lead poisoning is to safely remove all lead sources from the child's environment. However, the way you prepare and serve meals can also safeguard your children from lead poisoning.

1. Clear out the lead from plumbing and pipes.

Avoid cooking food in water that is contaminated by lead. **ALWAYS run the cold water at least 10-30 seconds before using it for cooking or drinking.** This helps clear the lead from the plumbing and pipes. **Never use hot water for cooking or preparing formula.**

2. Do NOT store foods in open cans or pottery.

Lead-glazed ceramic ware, pottery and crystal can transfer lead to foods.

3. Serve healthy, low-fat foods.

Children with good diets absorb less lead. Therefore, it is best to serve your children:

Foods rich in iron

Dried fruit (raisins, dates, prunes), beans, lean meats or poultry (hamburger, beef, pork, chicken, fish, tuna), baked potatoes, greens (collard, kale, spinach, beet greens), iron fortified cereals, nuts, sunflower seeds, eggs, wheat germ and peanut butter.

Foods rich in calcium

Dairy products such as low-fat milk, low-fat yogurt, low-fat cheese, pancakes, custard, pudding and muffins.

Foods rich in vitamin C

Cantaloupe, oranges, sweet potatoes, lemons, strawberries, grapefruit and limes.

4. Reduce or avoid fried foods.

It's always best to broil, bake or boil food. Greasy and fried foods keep lead in your child's system.

5. Wash your child's hands.

After playing around lead dust or paint many children get lead poisoning from putting their hands in their mouths. Always wash your child's hands before each meal or snack to remove dirt and dust.

Get the Lead out of Your House

Making sure your house is free of dust and dirt is another way to protect your child from lead poisoning.

1. Clean up paint chips IMMEDIATELY.

Never allow any paint chips or dust from window sills, window frames, walls and other surfaces to lie around your home. Be sure to clean up these critical areas regularly, using a mop or sponge with warm water and any all-purpose cleaner such as dish washing liquid that contains trisodium phosphate or a cleaner made especially for lead.

Keeping dust and paint chips wet will stop them from becoming airborne and spreading contamination.

2. Clean your cleaning tools.

Rinse sponges, rags and mop heads after each use to prevent transferring lead residue to other parts of your home.

3. Keep your children's play area clean.

Wash bottles, pacifiers, toys and stuffed animals regularly.

4. Do not track in lead from the outside.

Clean or remove shoes before entering your home.





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

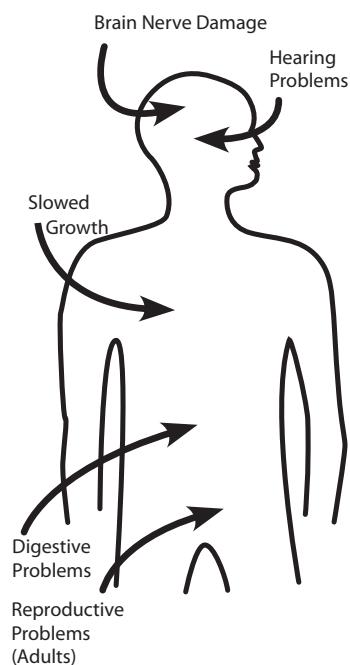
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA) Regional Offices

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

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IMPORTANT!

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

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

CHA Family Obligations

When the family's unit is approved and the Housing Assistance Payment (HAP) Contract is executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program. CHA may terminate a family's assistance if the family has failed to comply with any of the Family Obligations listed below, even if not required to do so by HUD.

Any information the family supplies must be true and complete.

The family must:

1. Supply any information CHA or HUD determines to be necessary, including evidence of citizenship or eligible immigration status. CHA is required by HUD to terminate a family's assistance if they do not meet this obligation.
2. Supply any information CHA or HUD determines to be necessary for use in administering the Program, including conducting a regularly scheduled Re-Examination or interim Re-Examination of family income and composition.
3. Disclose and verify Social Security numbers. CHA is required by HUD to terminate a family's assistance if they do not meet this obligation.
4. Sign and submit consent forms for obtaining information. CHA is required by HUD to terminate a family's assistance if they do not meet this obligation.
5. Supply any information requested by CHA to verify that the family is living in the unit or information related to the family's absence from the unit.
6. Notify CHA in writing within 30 days when the family is away from the unit for an extended period of time, in accordance with CHA policies. Regardless of any notice of absence, if the entire household is absent beyond 90 consecutive days, CHA will consider the unit to be abandoned and will proceed to terminate the family's participation in the Program and the Housing Assistance Payments to the property owner, even if the family continues to pay rent and/or utilities.
7. Notify CHA and the property owner in writing at least 30 days before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence only by the family that is listed on the HAP Contract and the lease. The unit must be the family's only residence.
9. Notify CHA in writing within 30 days of the birth, adoption, foster or court-awarded custody of a child.
10. Request CHA's written approval to add any other family member as an occupant of the unit.
11. Notify CHA in writing within 30 days if any family member no longer lives in the unit.
12. Give CHA a copy of any property owner eviction notice within 30 days of the date the notice is received.



13. Attend informational briefings and required appointments including, but not limited to, those scheduled to discuss violations of Family Obligations and allegations of criminal activity in the family's unit, building or neighborhood.
14. Request and obtain CHA approval before adding a live-in aide or foster child/adult to the household.
15. Report all changes in income within 30 days if the family has zero income prior to the change.
16. Maintain the assisted unit in accordance with CHA Inspection Standards. The participant is responsible for keeping the unit in compliance with these standards, including maintaining appliances, paying utility bills and ensuring continuous utility service for any appliances and utilities that the property owner is not required to provide under the lease and HAP Contract. The participant is not responsible for owner-related inspection fail items.
17. Allow CHA and/or the property owner to inspect the dwelling unit at reasonable times and after reasonable notice, and allow the property owner/manager access to the unit to make repairs.
18. Continue to meet ongoing eligibility requirements in the case of students. If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children and is not residing with his/her parents in an HCV-assisted household, CHA will terminate the student's assistance if, at the time of Re-Examination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit. CHA is required by HUD to terminate a family's assistance if they do not meet this obligation.
19. Follow CHA's policy regarding guests. A guest is defined as a person temporarily staying in the unit with the consent of the head of household or other adult member. A guest may visit a family in an assisted unit for a total of 30 calendar days in a calendar year. However, each visit cannot exceed 14 consecutive calendar days. A visit is defined as an overnight stay. Participants may request a time extension to this visitor time frame. Persons that exceed the time as a guest will be considered an unauthorized occupant and the family will be subject to Program termination. Verification of an unauthorized occupancy can be established through the following:
 - (1) Government issued IDs or reports;
 - (2) Utility bills for the assisted unit;
 - (3) Property sign-in logs; and/or
 - (4) Other documentation or investigations.

The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative or in the case of a voucher holder participating in the Choose to Own Homeownership Program).
2. Be evicted due to a serious violation of the lease. CHA is required by HUD to terminate a family's assistance if they do not meet this obligation. CHA considers a family evicted if the property owner files an eviction action and the court enters an order of possession, even if:
 - 1) a money judgement is not entered concurrently with the order of possession, or 2) the family moves out of the subsidized unit before the order of possession is entered or physically enforced. CHA may consider a family to be evicted if the order of possession is an agreed order. CHA will not consider a family to be evicted, however, if the order of possession is entered concurrently with a written settlement agreement pursuant to which the family repays all unpaid back rent and rent when due while they remain in possession of the subsidized unit.

(continued on next page)

CHA Family Obligations (Cont'd)

3. Commit any serious or repeated violation of the lease, even if the violation does not lead to eviction. Serious or repeated lease violations will include, but not be limited to, non-payment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity.
4. Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
5. Engage in, or allow guests to engage in, drug-related criminal activity.
 - a. Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. This includes the distribution, possession, sale or use of medical marijuana. Drug means a controlled substance as defined in Section 102 of the Controlled Substances Act [21 USC 802] or any other illegal drug, including medical marijuana.
 - b. CHA may terminate assistance for a family if:
 - i. Any household member or guest, including those who are 17 years of age, is currently engaged in drug-related criminal activity, or has engaged in drug-related criminal activity within the past three years.
 - ii. Any illegal drug use or pattern of illegal drug use by a household member or guests, including those who are 17 years of age, interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
 - c. CHA may terminate assistance for drug-related criminal activity by a household member if CHA determines that the household member has engaged in the activity within the last three years.
6. Engage in, or allow guests to engage in, violent criminal activity.
 - a. Violent criminal activity is defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
 - b. CHA may terminate assistance for criminal activity by a household member or guest if CHA determines that the household member has engaged in the activity within the last three years.
7. Engage in, or allow guests to engage in, other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Immediate vicinity means within a one-mile radius of the premises.
8. Engage in, or allow guests to engage in, behavior that disturbs or threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. This includes behavior related to the abuse of alcohol. Immediate vicinity means within a one-mile radius of the premises.
9. Sublease or let the unit, assign the lease or transfer the unit. This includes receiving payment to cover rent or utility cost by a person living in the unit who is not listed as a family member.
10. Receive Housing Choice Voucher Program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state or local housing assistance program.

11. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
12. Fail to attend two consecutive, scheduled Re-Examination appointments without CHA approval.
13. Receive Housing Choice Voucher Program housing assistance while residing in a unit owned by a spouse, domestic partner, parent, child, grandparent, grandchild, sister or brother of any member of the family (related by blood or marriage), unless CHA has determined (and has notified the property 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.
14. Threaten or engage in, or allow guests to threaten or engage in, abusive or violent behavior or criminal activity toward CHA personnel or its representatives. CHA personnel include CHA employees or CHA contractors, sub-contractors or agents. *Abusive or violent behavior towards CHA personnel or agents and contractors* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
15. Possess or use a firearm or aggravated assault weapon in violation of federal, state or local criminal or civil laws. This obligation applies to any household member and/or their guests while on the property or within the immediate vicinity of the property.
16. Be subject to a lifetime requirement to register as a sex offender in any state or territory of the United States.
17. Have committed or be convicted of child molestation.
18. Have committed or be convicted of a drug-related crime for the manufacture or production of methamphetamine on the premises of federally assisted housing. CHA is required by HUD to terminate a family's assistance if they do not meet this obligation.
19. Have committed or be convicted of arson.
20. Have had any Public Housing Authority (PHA) previously terminate assistance under any federally assisted housing program within the last three years. This policy excludes voluntary terminations.
21. Currently owe rent or other amounts to any PHA in connection with the HCV Program (including PBV and RAD), Moderate Rehabilitation or public housing programs, unless the family currently has a repayment agreement and is complying with its terms. This includes, but is not limited to:
 - a. Failure to reimburse a PHA for amounts the PHA paid to a property owner for amounts owed by the family under the lease.
 - b. Breaching the terms of a repayment agreement entered into with CHA.

Building or Unit Foreclosure: Tenants' Rights and Responsibilities

Before a participant begins searching for housing when the building they are living in is being foreclosed upon, CHA provides them with the following information.

LEGAL RIGHTS

1. If there is a foreclosure suit already on file naming your property owner, they must disclose this to you before you sign a lease.
2. The owner must notify you in writing within seven days of having a foreclosure complaint served.
3. If your property owner fails to notify you of the foreclosure, you may terminate your lease. However, CHA recommends that you seek legal advice before doing so.
4. Even if a foreclosure is on file, your lease is still valid.
5. Before a bank can file an eviction case against you, the bank must serve you a written notice informing you that you have at least 90 days after the date your lease ends to leave the unit. Only after the 90 days expires may the bank file an eviction case against you.
6. The bank may try to evict you in one of two ways:
 - a. The bank may file a “supplemental petition” in the foreclosure case.
 - b. The bank may file a separate eviction case. If the bank decides to file a separate eviction case, it must serve you with 90 days’ notice (in addition to the other notice mentioned above) that it intends to file an eviction case against you.
7. If you are an HCV Program participant, the bank is required to accept rental payments from you and the Chicago Housing Authority.
8. If eviction is due to a building foreclosure, the court should seal your eviction record.
9. The law prohibits any threat or attempt by the bank to lock you out of your unit.

TENANT RESPONSIBILITIES

1. If you suspect that your building is in foreclosure and you are an HCV Program participant, you should immediately contact the CHA Customer Call Center at **312-935-2600** or **hcv@thecha.org** and request moving papers so that you can rent from another property owner.
2. Maintain good records, including copies of your lease, proof of security deposit and rent payments, including rent receipts.
3. Pay the rent on time with a money order or check and document all attempts to make payments.
4. Be alert for warning signs that the building may be in foreclosure — utility shut-offs, property owner or manager not collecting rent or unknown persons inspecting the property.
5. Keep identification and proof of your tenancy handy in the event the Sheriff comes to your door looking to evict the property owner.
6. Open all mail even if it says “occupant” or “unknown occupant.” This includes opening all junk mail offering the property owner bankruptcy relief, notices for the property owner from banks and utility companies, or letters expressing interest in purchasing the property.
7. Seek legal assistance or advice to understand your rights.
8. Be aware of dishonest people claiming to be the new property owner and seek legal help or contact law enforcement authorities if you suspect fraud.



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CHA Special Programs

LevelUp Program

CHA's LevelUp Program (formerly known as the Family Self-Sufficiency (FSS) Program) helps HCV Program participant families achieve financial stability while working toward their educational, professional and personal goals. Building on HUD's Family Self-Sufficiency Program model, LevelUp



is a goal-focused program that moves participants forward on an individualized path toward economic independence. Participation generally lasts five years during which participants are able to earn monetary incentives that are then distributed upon successful completion of the LevelUp Program.

Hundreds of CHA families have graduated from the LevelUp Program. They have used the money accrued during the Program to make down payments on homes, purchase cars, pay off debt, start businesses and more.

Choose to Own (CTO) Homeownership Program

CHA's Choose to Own Homeownership Program provides HCV Program participants the opportunity to own a home. Once a participant completes the CTO Program and purchases a home, CHA pays a portion of their mortgage for up to 15 years (up to 30 years for head of households who are elderly or disabled) and combines knowledgeable staff and strong community partnerships to provide them with a comprehensive support network. The CTO Program has helped hundreds of HCV Program families purchase homes.

Mobility Counseling Program

CHA's Mobility Counseling Program helps families with children ages 0-16 find quality housing in CHA-designated Mobility Areas within the city of Chicago (see map on page 75). Mobility Counseling Program services include unit search assistance and workshops (e.g. landlord/tenant rights and responsibilities, financial management, home maintenance). Property owners with units in Mobility Areas may receive CHA's help in marketing the units, finding qualified tenants and reducing vacancy rates. For more information, visit www.thecha.org/mobility.

Fair Housing

See pages 19-20 of this Guidebook for more information about Fair Housing. If you have specific questions regarding Fair Housing law and CHA's Fair Housing policy, you can call CHA's Fair Housing support line at **312-913-7062** or email fairhousing@thecha.org.

Disability and Language Resources

Federal law provides people with disabilities the right to request reasonable accommodations and reasonable modifications from property owners. These rights enable persons with disabilities to take full advantage of the same housing opportunities as everyone else.

CHA follows federal regulations, including the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act (504). Under these laws, disability is defined as a person who:

- Has a physical, mental, emotional or developmental impairment that limits one or more major life activities;
- Has a record of such an impairment; or
- Is regarded as having such an impairment.



Reasonable Accommodations

Reasonable accommodations are slight adjustments in procedure or policy that allow a person with a disability equal opportunity to fully enjoy the benefits of the Housing Choice Voucher Program.

Examples of reasonable accommodations include:

- Giving an applicant, voucher holder or participant additional time to turn in documents or complete a Re-Examination.
- Allowing a person to submit forms by mail instead of in person.
- Providing documents in large print, Braille or audio format.
- Providing sign language services.
- Approving an additional bedroom in a unit for medical equipment or a live-in aide.

Reasonable Modifications

Reasonable modifications are physical changes in a dwelling unit that enable a person with a disability to live in and fully enjoy the premises. Under the Fair Housing Act, prohibited discrimination includes a refusal by the property owner to permit, at the expense of the person with a disability, such modifications to be made.

Examples of accessibility features that may be requested include, but are not limited to:

- Ramps or motorized lifts
- Widened doorways
- Comfort-height toilets or roll-in showers

HomeMod Fund

CHA has partnered with the Chicago Mayor's Office for People with Disabilities (MOPD) to offer HCV participants with a verifiable disability the opportunity to receive home accessibility modifications to make their current or soon-to-be home more accessible, free of charge. Limited funds are available every year (capped at \$10,000 per project) and awarded to eligible HCV participants on a first-come, first-served basis. To apply, HCV participants must first submit a reasonable accommodation request.

Translation and Interpreter Services

Participants with disabilities and those who have limited English proficiency can request translation and interpreter services (including sign language) for CHA-related business. CHA documents can be made available in more than 30 languages as well as in alternative formats such as Braille or large print. To request translation and interpreter services, contact the CHA Customer Call Center at

312-935-2600 or hcv@thecha.org.

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. Please call us (312) 742-8500 to assist you with an interpreter.

Español Spanish	Si usted, o alguien que usted está ayudando, tiene preguntas; tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Por favor llámenos al (312) 742-8500 para asistirlo con un intérprete.
漢語 Chinese	如果您或您正在帮助的人有问题，您有权免费使用您的语言获取帮助和信息。请致电 (312) 742-8500 与我们联系，可以获得口译协助。
Język Polski Polish	Jeśli Ty albo osoba, której pomagasz, macie / ma pytania, to macie / masz prawo uzyskać bezpłatną pomoc i informacje w języku polskim. Zadzwoń do nas pod numer (312) 742-8500 aby uzyskać pomoc tłumacza.
العربية Arabic	إذا كانت لديك أنت أو الشخص الذي تساعد أسئلة، فليدرك الحق في الحصول على المساعدة أو المعلومات بدون مقابل. يرجى الاتصال بنا على الرقم (312) 742-8500 لمساعدتك بواسطة مترجم.
हिन्दी Hindi	यदि आपके, या कोई और जिसकी आप मदद कर रहे हैं, के प्रश्न हैं, तो आपको बिना किसी कीमत के अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। कृपया हमें (312) 742-8500 पर कॉल करें ताकि हम आपकी एक दुभाषिया के साथ सहायता कर सकें।
한국어 Korean	귀하 또는 귀하가 돕고 있는 누군가가 질문이 있다면, 해당 언어에 대해 무료로 도움을 받고 정보를 얻을 권리가 있습니다. (312) 742-8500 으로 전화 주시면 통역사와 함께 도와드리겠습니다.
Română Romanian	Dacă dvs. sau o persoană pe care o ajutați aveți întrebări, aveți dreptul să obțineți asistență și informații gratuite în limba dvs. Ne puteți suna la (312) 742-8500 pentru a beneficia de serviciile unui interpret.
Wikang Tagalog Tagalog	Kung ikaw, o sinumang tinutulungan mo ay may tanong, may karapatan kayong humingi ng libreng tulong at impormasyon sa inyong wika. Mangyaring tawagan kami sa (312) 742-8500 para tulungan ka ng tagapagsaling-wika.
Bosanski Bosnian	Ako Vi, ili neko kome pomažete, imate pitanja, imate pravo na pomoć i informacije na svom jeziku bez ikakvih troškova. Molimo nazovite nas na broj (312) 742-8500 da biste dobili pomoć sa prevodiocem.
български Bulgarian	Ако Вие или някой, който Ви помага, имате въпроси: Вие имате право да получите помощ и информация на Вашия език, без разходи. Моля, обадете ни се на (312) 742-8500, за да помогнем с преводач.
українська мова Ukrainian	Якщо у Вас або у людини, якій Ви допомагаєте є питання, Ви можете отримати допомогу та інформацію Вашою мовою без жодних витрат. Будь ласка, зателефонуйте нам за телефоном (312) 742-8500 для з'єднання Вас з перекладачем.
Srpskohrvatski Serbo-Croatian	Ako Vi, ili neko kome pružate pomoć, imate pitanja, imate pravo da pomoć i informacije dobijete na svom jeziku, bez naknade. Molimo pozovite nas na (312) 742-8500 za pomoć sa uslugom prevodjenja.
Af-Soomaali Somali	Haddii adiga, ama qof aad caawinaysid, uu qabo su'aalo, waxaad xaq u leedahay in aad heshid caawimaad iyo macluumaad ku qoran luuqadaada kuwaas oo bilaash ah. Fadlan naga soo wac lambarkan (312) 742-8500 si aynu kuugu caawino in aad heshid turjubaan.
日本語 Japanese	あなたまたはあなたが助けている人に質問がある場合、あなたは無料であなたの言語でヘルプと情報を入手する権利があります。通訳を要請するには (312) 742-8500 までお電話ください。
ગુજરાતી Gujarati	જો તમને કે તમે જેને મદદ કરતા હો તેને પ્રશ્નો હોય તો, વિના મુલ્યે મદદ મેળવવાનો અને તમારી ભાષામાં માહિતી મેળવવાનો અધિકાર છે. તમને દુભાષિયાની સહાય આપવા કૃપા કરી અમને (312) 742-8500 આ નંબર ઉપર કોલ કરો.

Version 07/2017

Chicago Housing Authority Language Assistance chala@thecha.org
Office of Diversity and Inclusion

The Chicago Housing Authority programs and activities are important to everyone.

We provide free translation and interpretation services for anyone who needs language assistance.

We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability

To receive language or communication assistance free of charge, please call us at (312) 742-8500 or contact us via e-mail at chala@thecha.org

If you believe we have failed to provide a service, or think we have discriminated in another way, please contact the CHA's Housing Rights and Nondiscrimination Department. For contact information go to the CHA website www.thecha.org or call at (312) 913-7062

You may also contact HUD's local Office of Fair Housing and Equal Opportunity. For contact information of the local HUD office, go to the HUD website or call the housing discrimination toll free hotline at 800-669-9777 (voice) or 800 927-9275 (TTY).

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Chicago Housing Authority Language Assistance chala@thecha.org

Office of Diversity and Inclusion

Resources for Victims of Domestic Violence

Victims of domestic and sexual violence often find their housing rights jeopardized or terminated because of the actions of the abuser. For example, when a husband physically assaults his wife, it often creates noise and commotion, frequently disturbing neighbors. Some property owners have even used such acts of violence to either deny the victim housing or evict the victim from their home.

It is important for you, as an HCV property owner, to be aware of the law that protects the housing rights of victims of such violence as well as your obligations under it. This law is called the Violence Against Women Act (VAWA).

VAWA is a federal law that protects victims (both men and women) of domestic violence, dating violence, sexual assault and stalking who apply for or live in private housing with a voucher. The law covers both the head of household and immediate family members living in the household.



Under this law, a property owner cannot:

- Deny housing to individuals solely because they are victims of domestic violence.
- Evict or terminate individuals solely because they are victims of domestic violence.

However, a property owner **can** evict or terminate housing of the perpetrator of the violence.

Victims of domestic abuse or violence who wish to seek protection under the law must provide documentation to CHA and the property owner within 14 business days. Acceptable types of documentation include:

- A completed and signed HUD 5382 form (or HUD 5383 form if requesting an emergency transfer) certifying that the tenant is a victim of such abuse or violence and naming the perpetrator. Both forms are available online at **www.hud.gov** or on CHA's website at **www.thecha.org/VAWA**.
- A police or court record documenting the actual or threatened abuse.
- Documentation signed by a person who has assisted the tenant in addressing domestic violence, sexual violence, dating violence or stalking or the effects of such abuse. This person may be an employee, agent or volunteer of a victim service provider, an attorney, or a medical or other knowledgeable professional.

As an HCV property owner, it is your responsibility to comply with VAWA rules. The following chart lists the mandatory obligations under the law, as referenced in section 21.2 of HUD's PIH-2017-08 Notice (available for download at www.hud.gov).

Activity	Description	Applicable Section of Notice
Tenancy Screening and Eviction	An owner must not deny the tenancy of an applicant, or evict a tenant on the bases or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation or occupancy.	7
Certification or Documentation	Owners are not required to ask for documentation when an individual presents a claim for VAWA protections. If the owner chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1). Exceptions to this provision in cases of conflicting documentation.	8
Victim Confidentiality	Information submitted to an owner, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence.	11

To review each obligation in more detail, visit www.hud.gov, download PIH-2017-08 and locate the applicable section as noted above. For more information about occupancy rights under VAWA and CHA's Emergency Transfer Plan, visit www.thecha.org/VAWA.

[illegible]

Notes

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CHICAGO HOUSING
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Chicago Housing Authority Housing Choice Voucher Program

Office Locations

Central Office

60 E. Van Buren Street, Chicago, IL 60605

South Office

3617 S. State Street, Chicago, IL 60609

West Office

1852 S. Albany Avenue, Chicago, IL 60623

Owner Services Department

312-935-2600 | ownerinfo@thecha.org

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