

INITIAL BRIEFING PACKET



VOUCHER PROGRAM

Greatplainsha.com



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GPHA'S MISSION STATEMENT:

Great Plains Housing Authority is a regional Moving-to-Work agency that creates safe, affordable, and accessible housing opportunities utilizing local, state, and federal housing programs for low- and moderate-income households. GPHA promotes economic self-sufficiency, housing stabilization, and community growth through local, state, and federal partnerships and collaborations.

Translation, language services, and reasonable accommodations are free of charge when working with GPHA programs.

HOUSING CHOICE VOUCHER PROGRAM: QUICK GUIDE

HUD'S VOUCHER PROGRAM GOALS INCLUDE HELPING SUPPORT HOUSEHOLDS IN NEED AND PROMOTING SELF-SUFFICIENCY.

MOVING TO WORK

The U.S. Department of Housing and Urban Development's (HUD) Moving to Work (MTW) program allows participating public housing authorities (PHAs) to experiment with innovative approaches to affordable housing and self-sufficiency programs, potentially adjusting federal rules. This flexibility allows PHAs to create customized solutions tailored to their local needs and communities.

THE HOUSING CHOICE VOUCHER PROGRAM

The Housing Choice Voucher (HCV) Program is a federally funded program, administered by local public housing agencies; it provides housing assistance to income eligible participants in the private housing market. The program enables participants to obtain decent, safe and sanitary housing by subsidizing a portion of tenant's monthly rent and paying it directly and promptly to the property owner. Single-family dwellings, apartment buildings, townhouses, and mobile homes may be eligible. Paperwork is minimal and the owner retains normal management rights and responsibilities including tenant selection, rent and security deposit collection, property maintenance, and lease termination.

The **VOUCHER** is a document issued by Great Plains Housing Authority (GPHA) to a participant selected for admission to the Housing Choice Voucher Program. The Voucher describes the program and the procedures for GPHA's approval of a unit selected by the participant. The voucher also states the obligations of the participant. The initial term of the voucher (the time a participant has to find a suitable unit) is sixty (60) days.

It is the policy of GPHA to grant a 30-day extension of the term of the voucher in the following circumstances:

- a) if the participant can verify extenuating circumstances or is a hard to house (large household size or handicapped) and, through their contact with the office staff, can clearly demonstrate they have made every effort to secure a suitable unit, and
- b) the participant has not refused a suitable unit without good cause, and
- c) there is a reasonable possibility an extension of the voucher will result in a lease and the execution of a Housing Assistance Payments Contract.

The participant must request an extension in writing prior to the stated expiration date.

INCOME BASED PROGRAM

The voucher is an income-based program. As your income changes, so should your rent portion. Tenants are responsible for a minimum rent amount set by the board and HUD. Thirty percent (30%) of your income will go towards your housing costs (rent plus utilities).

VOUCHER TYPES

HOUSING CHOICE VOUCHER (HCV)

Most participants receive a Housing Choice Voucher or HCV. This voucher allows participants to search within the jurisdiction and find a rental unit that meets their needs and GPHA’s cost standards. HCV allows participants to move with assistance or transfer using portability.

PROJECT BASED VOUCHER (PBV)

Project Based Vouchers are split from the HCV allocation and contracted with a specific owner. Participants must qualify for the voucher program and landlord qualifications. PBVs cannot move or transfer. Participants would need to apply for an HCV to move or transfer under portability.

MAINSTREAM VOUCHER (MS5)

Mainstream Vouchers are a unique voucher separately funded from the HCV program. Mainstream participants MUST BE under 62 years of age and permanently disabled to qualify. HUD has four categories to sort Mainstream participants: currently institutionalized or segregated living; at risk of institutionalized or segregated living; at risk of homelessness; or chronically homeless.

Mainstream vouchers have 120-day limit until expiration and can receive a 90-day extension. MS5 participants must reside in the jurisdiction 60 days prior to using portability. GPHA has a memorandum of understanding with North Dakota Health and Human Services and Money Follows the Person that creates a waitlist preference.

SUBSIDY STANDARDS

The following standards will be used to determine the size of a Voucher to be issued to an participant at the time they begin their housing search. These standards are developed in accordance with federal regulations which state that there must be at least one bedroom or living sleeping room of appropriate size for each two persons in the household. Participants will be issued a Voucher based on the smallest size appropriate for their needs based upon the following:

Cert./Voucher Size	Minimum	Maximum
0-Bedroom	1	1
1-Bedroom	1	2
2-Bedroom	2	4
3-Bedroom	3	6
4-Bedroom	5	8
5-Bedroom	8	10

For the purposes of determining subsidy, every household member, regardless of age, will be counted as a person and shall include: unborn child, foster child, temporarily absent children in foster care, children who live with household member or a child in the process of being legally adopted. In order to qualify as household members, parents must have actual physical custody of minor children for at least half-time each month.

The subsidy standards are for Voucher issuance purposes only. A participant may rent a smaller size unit than stated on voucher, as long as the unit complies with minimum housing quality standards and the payment standard applicable to the actual unit size is used. The participant may rent a larger size unit, as long as the unit complies with minimum housing quality standards. In this case the payment standard for the unit size listed on the voucher will be used.

A participant continuing in the program who requests a new voucher will be issued a new voucher that complies with the current subsidy standards.

IMPORTANT INFORMATION

TENANT INFORMATION TO OWNERS

The owner is responsible for using normal tenant selection procedures to screen and select prospective tenants. Upon receiving a request from an owner, the Housing Authority will provide the following information on applicants:

- a) participant's current address (as shown in HA records),
- b) the name and address (if known to the HA) of the landlord at the participant's current and prior address.
- c) documented reports in HA files such as damage claims and nonpayment of rent claims,
- d) any drug or criminal activity actions in file.

REQUEST FOR TENANCY

After a participant has been determined eligible and has been issued a Voucher, they begin the search for a safe, decent and affordable housing unit of their choice.

When looking for a suitable unit, the participant should consider the following:

- a) the overall condition of the unit, refer to the booklet "A Good Place to Live".
- b) the amount of security deposit as this is the tenant's responsibility- by state law, the security deposit may not exceed one month's rent.
- c) if tenant pays for heat - the type of heat.
- d) whether the rent and the tenant furnished utilities are reasonable and within the program guidelines.
- e) if the unit is weatherized and energy efficient.
- f) the location of the unit - whether it is near stores, schools, work sites and service providers.
- g) proposed terms of the lease, including any special provisions for occupancy (i.e. pets, security deposit)

- h) under federal regulations a housing agency (HA) may not approve a unit for lease if the owner is the parent, child, grandparent, grandchild, sister, or brother of the Section 8 Voucher or holder that is seeking to rent the unit.

After selecting a unit, the tenant and the owner complete the Request for Lease Approval, (RFTA) provided in the landlord packet. The completed Request for Lease Approval and a copy of the lease to be completed are then submitted to the HA for review. If the lease is acceptable, the HA will schedule an HQS inspection of the unit. When the unit passes the HQS inspection, the HA will notify the owner and the tenant of the approval to enter into a lease. A Housing Assistance Contract will be executed by the owner and the HA.

The RFTA must be returned no later than the 20th day of the month prior to lease-up month. If the RFTA is not received by this deadline, rental assistance may be delayed until the following month.

ANNUAL REDETERMINATION, UNIT INSPECTIONS, AND LEASE RENEWALS

Each year you will be required to participate in an annual recertification which will include the following:

- 1) Tenant Income, Household Composition, and On-going Eligibility: A change in the tenant's income or household circumstances is likely to result in a change in the portion of rent paid by the tenant and by the HA.
- 2) Condition of the Property and Level of Maintenance: The HA Inspector will contact the tenant to conduct the annual inspection of the unit to insure that it continues to meet program standards. The HA will not continue the contract if the unit does not meet the quality standards of the program.
- 3) Willingness of Both Parties to Continue in the Program: Prior to the expiration of the initial lease, the owner and the tenant must decide if they wish to renew the lease. If the landlord and tenant agree to renew, both parties must agree to the terms of the new lease (EG: month-to-month, twelve months, etc.)

REPORTING CHANGES IN HOUSEHOLD COMPOSITION

The tenant is required to report **in writing** any changes in household composition. The tenant understands that if they are unemployed and become gainfully employed and/or start receiving a benefit they must report to the Housing Authority immediately. Failure to report these changes is considered a program violation and could result in the termination of rental assistance.

PARTICIPANT MUST

- Provide any information that the Housing Authority or HUD determines necessary in the administration of the program, including evidence of citizenship or eligible immigration
- status. All information must be true and complete.
- Disclose and verify social security numbers.
- Sign and submit consent forms for obtaining information.
- Allow the Housing Authority to inspect the unit at reasonable times and with notice.

- Promptly give the Housing Authority a copy of any owner eviction notice.
- Use the assisted unit for residence by the participant (the unit must be the participant's only residence.)
- Promptly inform the HA of the birth, adoption or court-awarded custody of a child.
- Request HA approval to add any other participant member as an occupant of the unit.
- Promptly notify the Housing Authority if any member no longer resides in the unit.
- Request approval for a foster child or live-in aide to reside in the unit.
- Supply any information or certification requested by the Housing Authority to verify that the participant is living in the unit.
- Promptly notify the Housing Authority of absence from the unit and supply any information or certification requested by the Housing Authority relating to participant absence from the unit.
- Give the Housing Authority a copy of the notice to vacate unit at the same time the participant notifies the owner of their wish to terminate the lease.
- Pay for all tenant-supplied utilities.
- Keep the unit in a clean and safe condition, dispose of waste properly, and avoid damage to the unit.

PARTICIPANT MUST NOT

- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery or any corrupt or criminal act in connection with the program.
- Any member of the household or its guests must not engage in drug-related criminal activity or violent criminal activity. "Drug related criminal activity" includes both drug-trafficking and illegal use or possession of drugs. "Violent criminal activity" refers to criminal use of physical force against a person or property.
- Sublease or let the unit or assign the lease or transfer the unit.
- Receive Section 8 Rental assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state, or local housing assistance program.
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- Owe any money for any reason to the HA or to another housing authority.
- Engage in or threaten abusive or violent behavior towards HA personnel.
- Lease a unit owned by a parent, child, grandparent, sister or brother.

OWNERS RESPONSIBILITIES

- Performs all owner obligations under the HAP contract and the lease.
- Performs all management and rental functions for the assisted unit.
- Selects the Voucher holder to lease the unit including deciding if the participant is suitable for tenancy in the unit.

- Maintains the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- Complies with equal opportunity requirements.
- Prepares and provides HA information required under the HAP contract.
- Collects from the participant:
 - any security deposit
 - the tenant contribution
 - any charges for unit damage by the participant
- Enforces tenant obligations under the lease
- Pays for utilities and services (unless paid by the participant under the lease).

INAPPLICABILITY OF GRIEVANCE PROCEDURE

Grievance procedures are not applicable to any grievance concerning an eviction or termination of tenancy based upon:

- Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the HA.
- Any drug-related criminal activity.
- Landlord and tenant disputes. Landlord and tenants that have a dispute or lease violation must resolve the issues themselves.

INFORMAL REVIEW POLICY

The Housing Authority will provide an **applicant** the opportunity for an **Informal Review** if the applicant is denied participation in the program, except where an informal review is not required by HUD regulations (24 CFR 982.554). The HA will use the following procedures to advise the applicant and conduct the review:

- 1) The applicant will be given written notification of the denial of assistance for either (a) denial for placement on the waiting list or (b) denial of issuance of a Voucher which shall state the reason(s) for denial.
- 2) The notice will state the applicant has a right to request, in writing, an informal review of the decision within 14 business days of the day of the notification.
- 3) The applicant shall be provided a written copy of the Informal Review Procedures with the notice to deny application or assistance.
- 4) The review will be conducted by a person or persons designated by HA, and will be someone other than a person who made or approved the decision under review or a subordinate of this person.
- 5) The informal review will be conducted within 14 business days of the request.

INFORMAL HEARING POLICY

GPFA will give a **participant** in the Voucher program the opportunity for an **Informal Hearing** in the following circumstances:

- a) A determination of the amount of the Total Tenant Payment.
- b) A determination of the utility allowance.

- c) A determination that the participant is living in a unit with more bedrooms that appropriate under the subsidy standards.
- d) A determination of the number of bedrooms designated on a new Voucher for a participating household.
- e) A determination to terminate assistance because of the participant's failure to act.
- f) A determination to terminate assistance because the participant has been absent from the unit for longer than the maximum allowed.
- g) A determination of awarding assistance when there is a household break-up.

GPCHA will use the following procedures to advise the participant and conduct the review:

- 1) For any decision on which a participant has a right to an informal hearing as described above the Housing Authority will notify the participant of the decision, their opportunity for an administrative review and their right to request a hearing, in writing, within ten (10) business days of the notice of denial or termination.
- 2) The applicant will be provided with written copy of the Informal Hearing Procedures with the notice of denial or termination of assistance.
- 3) The program participant must request an informal hearing of the HA's decision either orally or in writing (phone calls are not accepted). The participant's request shall specify:
 - a) the particular grounds on which it is based
 - b) the action requested, and
 - c) the name, address, and telephone number of the participant and similar information about his/her representative, if any.
- 4) The Informal Hearing will be scheduled to be conducted within ten (10) business days of the date the written request is received in HA's office.
 - a) The Informal Hearing will be conducted by a person or persons designated by HA and will be someone other than a person who made or approved the decision under hearing or a subordinate of this person.

The participant shall be afforded a fair hearing, which shall include:

- 1) the opportunity to examine before the hearing any HA documents directly relevant to the hearing. The participant is allowed to copy any such document at the participant's expense. If the HA does not make a document available for examination upon request, HA may not rely on such document at the informal hearing.
- 2) HA must be given the opportunity to examine at HA's office, before the hearing, any participant documents that are directly relevant to the hearing. HA must be allowed to copy any such document at HA's expense. If the participant does not make the document available to HA for examination upon request, the participant may not rely on the document at the hearing.
- 3) At the participant's request, the participant may be represented by a lawyer or other representative.
- 4) The right to present written or oral evidence and to question witnesses.
- 5) A decision based solely upon the preponderance of the evidence presented at the hearing.

- 6) Within ten (10) working days of the hearing, the hearing officer will issue a written decision the participant, a copy of the decision will be mailed to the participant and a copy will be retained in the participant's file at HA

PENALTIES FOR COMMITTING FRAUD

The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or re-certification forms contain false or incomplete information, you may be:

- Terminated from Housing Assistance
- Required to repay all overpaid rental assistance you received
- Fined up to \$10,000
- Imprisoned for up to 5 years
- Prohibited from receiving future assistance

Your State and local governments may have other laws and penalties as well.

Provide any information that the Housing Authority or HUD determines necessary in the administration of the program. Including evidence of citizenship or eligible immigration status. All information must be true and complete.

- Disclose and verify social security numbers.
- Sign and submit consent forms for obtaining information.
- Allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
- Promptly give the Housing Authority a copy of any owner eviction notices.
- Use the assisted unit for residence by the participant (the unit must be the participant's primary and only residence). May not sublease or let the unit.
- Promptly inform the Housing Authority of the birth, adoption or court-awarded custody of a child or the placement of a foster child in the home.
- Notify the Housing Authority of the addition of a live-in aide to reside in the unit.
- Request the landlord to approve any additional household member as an occupant of the unit. Additional members must meet the same eligibility requirements.
- Promptly notify the Housing Authority if any member of the household no longer resides in the unit.
- Supply any information or certification requested by the Housing Authority to verify that the participant is living in the unit.
- Promptly notify the Housing Authority of absence from the unit and supply any information or certification requested by the Housing Authority relating to the participant absence from the unit.
- Not commit any violations of the lease.
- Give the Housing Authority a copy of the notice to vacate unit 30 days from the first of the month at the same time the participant notifies the owner of their wish to move out or terminate the lease.
- Pay for all tenant paid utilities.

- Keep the unit in a clean and safe condition, dispose of waste properly, and avoid damage to the unit.
- Any member of the household or its guests must not engage in drug-related criminal activity or violent criminal activity. “Drug related criminal activity” includes both drug-trafficking, using or ingesting drugs, and illegal use or possession of drugs. “Violent criminal activity” refers to criminal use of physical force against a person or property.

PORTABILITY

Portability is an option for a participant to move from one housing authority’s jurisdiction to another housing authority with continued rental assistance. A participant, which has a legal residence (domicile) in the jurisdiction of the Housing Authority at the time the participant first submits its application, may lease a unit anywhere in the jurisdiction of the Housing Authority. In addition, the participant may move to a different housing authority that operates the Housing Choice Voucher (HCV) program.

If the head or spouse of the assisted household does not have a legal residence (domicile) in the jurisdiction of the Housing Authority at the time of its application, the participant will not have any right to lease a unit located outside the Housing Authority for a 12-month period beginning when the participant is admitted to the program. A participant may move with portability upon the completion of the initial term of the lease or subsequent term of the lease, and completion of the 12-month residency. The landlord releasing a client from the lease, prior to the completion of the initial term, does not constitute completion of the lease for portability purposes. Families will not be allowed to move more than once in any 12-month period.

TO YOUR PORTABILITY OPTION:

When a participant indicates a desire to exercise the option of portability, an appointment with the Housing Authority must be scheduled 45 days prior to proposed date of move. The participant will be briefed on the process that must take place in order to successfully exercise portability. It is the policy of the agency to do a re-certification of participant income unless the most recent annual re-certification has been within 60 days of the request to port. The portability officer will advise the participant how to contact the receiving Housing Authority in the jurisdiction to which they are moving. Housing Authority will send the receiving Housing Authority the portability paperwork including the most recent HUD Form 50058.

POLICY GOVERNING PARTICIPANT MOVES

For moves not caused by owner breach of contract, the participant may not move during the initial term of the lease, and the participant will not be able to move more than once in any subsequent 12-month period.

Exceptions to this policy may be made at Housing Authority’s discretion, some examples are: natural disasters such as fire, flood, documented health issue or tornado.

PROCEDURE REGARDING PARTICIPANT MOVES

Housing Authority staff will ensure the participant is eligible to move and initial the “Move Procedure” form. Families considering transferring to a new unit with assistance are given a “Move Procedure” packet.

The participant is advised that they must give the landlord and the Housing Authority a 30-day written notice, that all fees and charges owed to the landlord are paid in full, and the participant must be current of any repayment agreements with a Housing Authority. When the Housing Authority receives the completed “Notice to Move” form from the landlord, the participant is notified and a move recertification appointment is scheduled.

HOUSING AUTHORITY DEFINITIONS

Student Eligibility: To meet the student eligibility requirements as a student enrolled in an institution of higher education you must meet one of the following criteria:

- Be 24 years old by December 31st of the current year, or
- Be married, or
- Have a dependent other than a spouse, or
- Be a veteran of the U.S. Armed Forces, or
- Have been an orphan or ward of the state until age 18, or
- Have parents who are individually or jointly, income eligible for Section 8 Housing Assistance or
- Must be able to demonstrate his or her independence from parents for the past 12 months, or
- Be a college graduate pursuing a master’s degree.

Temporary, Sporadic or Nonrecurring Income - Income which is not expected, is not reliable or periodic, and cannot be anticipated and no historic, stable pattern of income exists.

Unauthorized household member - A person who lives or resides in an assisted unit for more than thirty (30) days in a twelve (12) month period without prior written consent from Housing Authority and landlord.

Custody – In order to claim children as dependents, applicants must provide proof of custody that is 51% or greater. Custody or arrangement papers, divorce degree, school records, or a letter from Social Services stating which household has children more than 51% of time.

CHANGE OF OWNERSHIP

When there is a change of ownership of a unit on which Housing Authority has executed a Housing Assistance

Contract, the Housing Authority requires the following:

- The original owner must notify Housing Authority in writing of the change of ownership.
- The new owner must inform Housing Authority in writing of the intent to assume the current HAP contract and request approval for a change of ownership form.

- A Change of Ownership Form shall be completed by the old and new owners, the tenant and the Housing Authority.
- An executed IRS form W-9 which states the new owner's Tax ID number.
- A Housing Authority direct deposit form with all banking information.

TIME AWAY FROM UNIT

Housing Authority will allow clients to be away from their unit no longer than 30 days. If a client leaves the unit for a period longer than 30 days, the client's assistance will be terminated, unless there is documented medical reasoning approved by the housing authority. Clients presenting a documented medical reason may be away from the unit for up to 100 days.

NON-PAYMENT OF RENTAL POLICY

Housing assistance clients must be current on their rent and utilities. If a landlord reports that a client is behind on their rent or utility, the housing authority may terminate their assistance. Clients will not be allowed to move or port unless all bills are paid.

VISITOR POLICY

Households can have visitors for up to a ten (10) day period. If the visitor(s) wished to stay longer, the household must apply to have the person(s) added to the household. Otherwise, the household will face termination from the voucher program and housing will notify the landlord.

CUT OFF DATE

Great Plains Housing Authority will only prorate the first month's rent when the request for tenancy and all verification items are received on or before the 20th. The housing authority will process the housing assistance contract in a timely manner. Paperwork received after the 20th will start on the 1st of the following month.

GPHA requires participants to bring paystubs or income changes by the 20th for timely processing and reviewing. GPHA will make a downward change effective the next month, and if the tenant portion goes up the change is effective 30 days after processing.

DEFINITIONS OF MARITAL STATUSES

DEFINITION OF MARITAL STATUS

The Housing Authority uses the IRS definition of marriage "if the individuals are lawfully married under state law, and whether, for those same purposes, the term marriage includes such a marriage between individuals of the same sex."

The Housing Authority will consider a couple as married until legal documents are filed that dissolve the marriage, even if the individuals live apart, unless the household provides legal documentation or a signed affidavit. Unless the legal documentation or affidavit are complete, the Housing Authority will need to count the income of both spouses, criminal history, assets, and other applicable information for processing.

MARRIED INDIVIDUALS LIVING APART

This policy statement is to clarify the treatment of prospective tenants of housing assistance who are married persons but who do not plan to reside with a spouse. In some situations, the income of the prospective resident alone may be within income limits, but with the inclusion of the absent spouse's earnings, the household would be ineligible to reside in a restricted unit. The determination of annual income must be made in a manner consistent with the Department of Housing and Urban Development (HUD) Section 8 guidelines. The HUD Handbook does not specifically address marital separations, however, it does state the following:

- Spouses are counted as household members; and
- The head, spouse, and co-head must always be listed, even if they are temporarily absent;
- All amounts, monetary or not, that go to or are received on behalf of the head of household, spouse or co-head (even if the participant member is temporarily absent), or any other participant member;

TEMPORARY SPOUSE ABSENCE

HUD guidelines discuss the following situations, which are somewhat analogous and which involve a marital separation:

- A military spouse is counted as a household member even though absent spouse is not physically residing in the unit. It further states, "if the spouse or a dependent of the person on active military duty resides in the unit, that person's income must be counted in full, even if the military member is not the head", or
- "The income of a household member who is confined to a nursing home can be excluded only if that person is permanently absent."

MARTIAL SEPARATION AND DIVORCE

If a household begins the proceedings to terminate the marriage, or is separating with no-reconciliation, the household will only be considered "single" adults if the following are complete:

- Divorce filing or legal separation documents;
- Documentation from an attorney or legal aid office indicating that the prospective resident/tenant has filed or is pursuing or has inquired about a divorce or legal separation; or
- A completed and notarized martial separation status affidavit form;

REPORTING MARTIAL STATUS CHANGES

A household needs to report any changes in marital status to the housing authority within ten (10) days and provide the proper documentation.

NON-DISCRIMINATION IN HOUSING

The housing authority will not discriminate at any stage of the application/participation process because of race, color, national origin, religion, creed, sex, age, familial status, or handicap. Participants experiencing discrimination should contact the High Plains Fair Housing Center or the North Dakota Department of Labor – Human Rights Division.

ADMIN PLAN

The Admin Plan or Administrative Plan is the policy and procedure manual for the housing authority. Each public housing authority must have an Admin Plan and make it available to the public. The Admin Plan changes because of federal, state, and local legal or policy requirements and board policy to address local changes. GPHA maintains the an active copy on its website <https://www.greatplainsha.com>

INCOME BASED PROGRAM

The voucher is an income-based program. As your income changes, so should your rent portion. Tenants are responsible for a minimum rent amount set by the board and HUD.

Thirty percent (30%) of your income will go towards your housing costs (rent plus utilities).

IF YOU DO NOT REPORT ALL INCOME YOU MUST REPAY... IT'S THE LAW!

The following items are considered income:

- Employment wages (temporary, part-time, full-time, etc.)
- Unemployment compensation
- Social security
- Pensions
- Child support
- Worker's compensation
- Social service benefits
- Family or friend contributions

If you are unsure, contact the housing authority!

**YOU WILL BE REQUIRED TO REPAY THE ASSISTANCE OR
FACE PROGRAM TERMINATION AND BAN.**

LANDLORD INFORMATION

EVICCTIONS

Landlords must follow all state laws regarding eviction notices and procedures. Landlords need to notify the housing authority immediately when there is an eviction and/or issue with the household. An eviction is grounds for terminating housing assistance.

RENT OR UTILITIES DUE

Household members must remain current on their rent and utilities. Not paying their portion is a violation of their responsibilities and will result in termination of assistance. Landlords need to report any amounts due to the housing authority. Landlords that do not report this or delay reporting the amounts due may face termination or a ban from participating in the program.

RENT INCREASES

Under the HAP Contract, landlords must give a 60-day notice for a rent increase and notify the tenant and landlord of the increase. The rent increase must also follow any terms within the existing lease. Any violation of the rent increase rule, or deliberate action to mislead the housing authority on dates or amounts can result in termination of the contract and disapproval of the landlord.

DISAPPROVAL OF A LANDLORD/OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- The owner has engaged in drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- The owner has a history or practice of renting units that fail to meet State or local codes; or
- The owner has not paid State or local real estate taxes, fines, or assessments.
- The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - premises by tenants, Housing Authority employees or owner employees; or
 - residences by neighbors;
- Other conflicts of interest under Federal, State, or local law

INELIGIBLE AND ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A public housing or Indian housing unit;
- A unit receiving project-based assistance under a Section 8 Program;
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- College or other school dormitories;
- Hotel, motels, or other temporary lodging facilities;
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured homeowner leasing a manufactured home space;
- A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit; Or
- Otherwise unapproved housing units or landlords.

LEASE BASICS

A lease is a legal document and you should make sure to understand the terms.

From: <https://www.apartmentguide.com/blog/know-the-components-of-an-apartment-lease-agreement/>

Reading your housing unit lease agreement can feel overwhelming, but it's important to understand the terms of a lease before you commit. It's going to define your time in your new apartment, so it's worth going over to make sure you know everything it says.

Here's a list of some basic items you'll find in most apartment lease agreements.

Basic apartment lease information

You have to start with the basics. At the beginning, you'll find the name of the management company, the names of the renters, the address and number of the unit you're renting, and contact information for everyone involved. This might seem obvious, but it needs to be there, making it clear who's liable and bound by the agreement. This could be an issue if, for example, someone comes to live with you later on but their name isn't on the lease. Your name is, though, so you'll be liable for what they do.

Apartment lease terms and rent details

How long is the lease for? How much is the rent, and when do you have to pay it? What happens when the lease is up? This will spell out a lot of specifics: are you month-to-month, or leasing for a fixed term, how do you renew or terminate the lease? If it's well-written, a lot of potential causes of conflict can be avoided. The more things are spelled out in advance, the fewer problems you'll have caused by uncertainty of how to handle them later.

Deposits and fees

In this section, you'll find any deposits or fees associated with the rental of this specific apartment. Common deposits include security deposits and pet deposits. Common fees include late payment fees and returned payment fees.

Apartment lease regulations

You can't do just anything with your apartment once you're in there. This section is going to tell you what you can do in the apartment in a variety of areas. A few of many possibilities this could cover:

- Guests: Can your friend just come and stay with you for a month?
- Keys: How many copies of the key can you make and give to other people? What happens if you lose a key?
- Pets: Are any pets allowed? Are all pets allowed? Are there restrictions, such as no large dog breeds?

- Painting/decorating: Can you paint the walls if you don't like the color, or are you not allowed to even nail pictures to the wall?
- Smoking policy: Is it allowed in your apartment, or anywhere else in the building? What are the consequences for smoking?
- Subletting: Can you sublet out your apartment or not?
- Illegal activity: Can you be evicted for illegal activity, such as drug dealing? (The answer is almost always yes.)

What's provided in the unit

If there's more than just an empty apartment, somewhere in the lease will be a list of what's included: appliances, furniture, etc. Damage to anything provided by the landlord can be taken out of your security deposit, so having them all listed is important.

Other possible sections

There are a few other sections that one might find in an apartment lease agreement.

- Repairs: This section will detail who is responsible for repairing specific damage to the apartment unit, and how to inform management when repairs need to be made. .
- Utilities: This section spells out which utilities, if any, are included in the price of rent and which utilities the renter is responsible for.
- Renter's insurance: Some apartment community management companies will require their residents to purchase renter's insurance. If this is a requirement, that detail will be specified in the lease. It's probably a good idea for you to get it anyway, but this will tell you for sure if it's a requirement.
- Right of entry: There may be instances where the apartment community management staff needs to enter an apartment unit, such as in emergencies or for scheduled maintenance. This section of the apartment lease agreement will detail when management can enter the renter's apartment and what sort of notice they must give in advance.

Your lease might feel like a large obligation, and it is. It goes both ways: the owner/management is also bound by the lease in what they can and can't do. The legal power of a lease agreement specifies rights for both parties who have agree to be bound by the lease.

Now that you know the basic parts of an apartment lease agreement, hopefully you'll feel a little more familiar and comfortable signing it, and free to enjoy your new home.

REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodation and the guidelines the Housing Authority will follow in determining whether it

is reasonable to provide the requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodation.

GPHA does have a form to assist participants with a reasonable accommodation. Participants can use the GPHA form or create their own request.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to the housing authority's programs and activities.

Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language. The housing authority will determine when interpretation and/or translation are needed and are reasonable.

The housing authority staff will take reasonable steps to provide the opportunity for meaningful access to LEP persons who have difficulty communication in English. If a person asks for language assistance and the staff determines that the person is a LEP person and that language assistance is necessary to provide meaningful access, the housing authority will make reasonable efforts to provide free language assistance. If reasonably possible, the housing authority will provide language assistance in the LEP person's preferred language.

The housing has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The housing authority will periodically assess needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of the applicants/beneficiaries/clients. The housing authority will assess the needs and re-evaluate the four-factor analysis based upon a higher level of language assistance requests than currently noted.

WAIVERS

GPHA offers waivers for various program reasons. Participants can request waivers or ask if there are other options available. Each Moving to Work (MTW) activity requires offering a waiver for eligible or qualified participants and is listed within program materials.

The housing authority may deny a waiver if the participant does not meet the criteria, exceeded time limit, or caused program violations. The housing authority will not grant waivers that are exception to program regulations, cause undue hardship, would fundamentally alter the nature of the housing provider's program, or violation HUD's program.

CRIMINAL BACKGROUND HISTORY POLICY

Terms:

Non-violent crime: Non-violent crimes are those crimes that do not involve the use of any force or injury to another person. The seriousness of a non-violent crime is usually measured in terms of economic damage or loss to the victim. Most non-violent crimes involve some sort of property crime such as larceny, theft, DUI, parole violation, child support claims, etc.

Violent crime: A violent crime or crime of violence is a crime in which an offender uses or threatens force upon a victim. This entails both crimes in which the violent act is the objective, such as murder, as well as crimes in which violence is the means to an end. Violent crimes may, or may not, be committed with weapons.

Drug crime: A drug crime is to possess, manufacture, or distribute drugs classified as having a potential for abuse (such as cocaine, heroin, morphine and amphetamines). Drugs are also related to crime as drug trafficking and drug production are often controlled by drug cartels, organized crime and gangs.

Denial of application/assistance for life

The housing authority will deny applicants assistance for life for an arrest or charge of the following arrests, charges, or convictions:

- Accessory to murder;
- Attempted murder;
- Homicide / Murder / Manslaughter;
- Lifetime registered sex offenders;
- Threatening a housing authority employee;
- Manufacturing and/or Distribution of methamphetamine

Felony disqualification for housing assistance

The housing authority will deny applicants for three years if there is any violent or drug felony arrest, charge or conviction within the last three years. The housing authority will allow an applicant or client to receive housing assistance if there is a non-violent or non-drug felony arrest, charge, or conviction within the past three years.

The housing authority may warn the tenant or require information from any involved party; (examples: police records, client statements, counselor statements, etc.), after the first arrest based on the charge. If there is a second non-violent or non-drug felony or misdemeanor arrest or charge within the three years of the first charge, the housing authority will deny or terminate assistance.

Summary: Clients are allowed to have one non-violent or non-drug felony crime in the past three years on their record and receive assistance.

Misdemeanor denial of assistance for three years

The housing authority will deny housing assistance for violent or drug-related misdemeanor arrests, charges, or convictions based on a (3) three-year period. The housing authority will deny applicants assistance for any misdemeanor arrest, charge, or conviction within one year of application; excluding minor traffic violations (traffic tickets, DUI, driving without license or insurance, etc.).

The housing authority may warn the household after the first arrest based on the charge. If there is a second misdemeanor arrest or charge within the three years of the first charge, the housing authority will require the household member to provide documentation of counseling, legal services, or other supportive documentation that the client is actively seeking help and does not pose a danger to the livability of the housing development. If the client has a third misdemeanor arrest, charge, or conviction within the three-year period, the housing authority will deny assistance.

The housing authority will deny assistance for any violent misdemeanor crimes within the past three years.

Summary:

Clients can have up to two (2) non-violent or non-drug related misdemeanor arrests, charges, or convictions within a three-year period and continue to receive housing assistance. If there is a third misdemeanor or a felony arrest in the three-year period, the housing authority will deny assistance.

Appeals

Clients will have up to fourteen (14) days to appeal any assistance denial. Clients will need to provide in writing a current relationship with a local support agency, counseling agency, or attorney. The housing authority will not accept a written letter or phone message for any appeal.

Denial of assistance for safety

The housing authority can deny a participant if charges may pose a safety risk for the housing authority employees or other tenants. For example, the housing authority will deny any registered sex offender housing assistance.

IMPORTANT CLIENT NOTICES:

➤ Driver's License / Photo ID

North Dakota requires new residents to change their driver's license or ID if the person resides in the state for more than 90 days. Housing clients will need to update their ID to comply with state law.

<https://www.dot.nd.gov/> or 701-328-2500



➤ Department of Human Services (DHS)

SNAP / Food stamps / Medicaid / TANF / Childcare assistance / Energy Assistance

Clients moving from another state need to transfer their benefits and cases within 30 days or residing in North Dakota. ND Human Service Zones (formerly Social Services) are located across the state. Failure to transfer benefits will result in housing assistance termination.

<https://www.applyforhelp.nd.gov/> | 701-328-2332



➤ Head Start / Weatherization

Community Action Region 6 offers resources for clients including head start, financial counseling, food pantry, and other services.

www.cap6.com | 701-252-1821



➤ JobService / Job Seeking / Unemployment

JobService offers assistance in finding work, unemployment benefits, or ways to upskill to new trades.

www.jobsnd.com | 701-253-6200



➤ Housing Assistance

Great Plains Housing Authority provides Section 8 Housing Assistance in Dickey, Eddy, Foster, Logan, Sargent, Stutsman, and Wells Counties in North Dakota. Clients need to apply. **CLIENTS MUST REPORT ALL INCOME AND HOUSEHOLD CHANGES IMMEDIATELY** to housing offices or via online document upload.

www.greatplainsha.com | 701-252-1098



Dial 2-1-1 to connect with FirstLink to find more resources across North Dakota.



Mailing address: 300 2nd Ave NE – Suite 200, Jamestown, ND 58401

Toll free: 800-340-4537

Web: www.greatplainsha.com

Phone: 701-252-1098

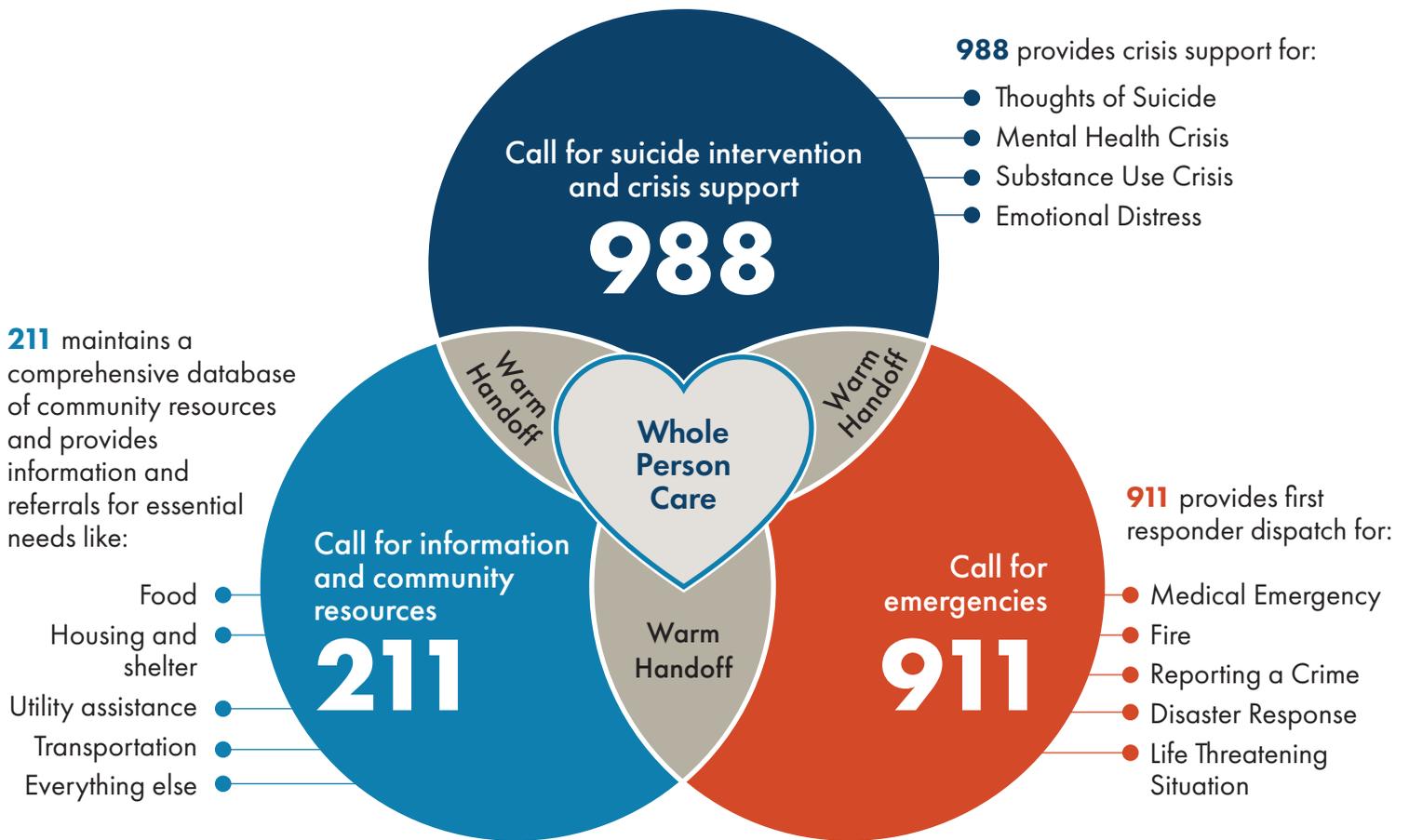
Email: office@greatplainsha.com

Fax: 701-252-7735

Locations: Carrington, Ellendale, Jamestown, New Rockford



Help is 3 Numbers Away



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NORTH **Dakota** | Health & Human Services
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North Dakota Transit Providers

Call to arrange a ride and ticket information

Area/ County	Provider	Phone number
Wells County	Wells Sheridan Public Transit	701-324-4032
Sargent County	Valley Senior Services	701-683-3131
Logan County	South Central Adult Services	701-731-0190
Logan County	South Central Adult Services	701-731-0072
Stutsman County	James River Public Transit	701-252-2882
Jamestown	James River Public Transit	701-252-2882
Jamestown	Jamestown Taxi	701-320-6565
Jamestown	XLT Taxi	701-269-7145
Foster County	South Central Adult Services	701-652-3257
Eddy County	Eddy County Transportation	701-302-0324
Ellendale	Dickey County Transportation	701-349-4513
Oakes	Dickey County Transportation	701-742-3509

Providers may schedule for work or school trips.

Complaint Process

Complaints must be filed with the North Dakota Department of Labor and Human Rights within one year of the date of the alleged discrimination. To file a complaint, a person must complete a "Housing Discrimination Intake Questionnaire." The department utilizes the information provided in the questionnaire to determine if the complaint meets jurisdictional and standing requirements for filing under the law. If it does, the department:

- Will file a formal complaint within one year of the alleged discriminatory housing practice
 - Will send a notice to both parties describing the rights, responsibilities, and procedural obligations of each
 - May authorize a claim for temporary or preliminary relief and the Attorney General shall file the claim
 - Will complete an investigation within one hundred days of the filing of the complaint unless impracticable
 - Will attempt to conciliate a settlement between the parties
 - Will prepare a written investigative report
- If a settlement cannot be reached between the parties and it is determined that there is reasonable cause to believe that discrimination did occur, the department will issue a "charge" consisting of a statement of the facts on which the department finds such cause.

If a charge is issued, the department shall hold an administrative hearing unless either party elects for a judicial determination within twenty days. If such an election is made, the Attorney General shall file a claim seeking relief for the benefit of the aggrieved person in district court. The Attorney General represents the North Dakota Department of Labor and Human Rights, but the aggrieved person may intervene in the action and may be represented by private counsel.

Relief, including actual damages, reasonable attorneys' fees, court costs, other injunctive or equitable relief, and civil penalties may be assessed in either an administrative or civil proceeding.

If the department believes that no reasonable cause exists to believe that discrimination did occur, it shall promptly dismiss the complaint.

HUD & Substantial Equivalency

Part of the intent of the North Dakota Legislative Assembly in passing the North Dakota Housing Discrimination Act was to create a state law with provisions that are "substantially equivalent" to those in the Federal Fair Housing Act. State and local agencies enforcing substantially equivalent laws are able to enter into work-sharing agreements with HUD. This means that claims filed with either the state or local agency or HUD are "dual-filed" and are investigated by the state or local agency with HUD accepting the agency's investigative findings.

An agreement between the North Dakota Department of Labor and Human Rights and HUD has been in existence since September of 2000.



The work that provided the basis for this publication was supported by funding under a cooperative

agreement with HUD. The **EQUAL HOUSING OPPORTUNITY** substance and findings of the work are dedicated to the public. The North Dakota Department of Labor and Human Rights is solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the U.S. Government.

Have Additional Questions?

Need assistance with this information?

Contact us at:

**North Dakota Department of Labor
and Human Rights**

600 East Boulevard Ave, Dept. 406

Bismarck, ND 58505-0340

Phone - (701)328-2660 or 1-800-582-8032

TTY (Relay ND) - 1-800-366-6888 or -6889

Fax - (701)328-2031

E-Mail - labor@nd.gov

Web site - nd.gov/labor

Understanding Housing Discrimination Laws in North Dakota

Important Information for Renters and Landlords

NORTH
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Labor and Human Rights

Housing Discrimination Law

The North Dakota Housing Discrimination Act authorizes the North Dakota Department of Labor and Human Rights to investigate complaints of housing discrimination. Under the law, citizens may bring complaints of unlawful housing discrimination to the Department for investigation.

Protected Categories

Persons may bring complaints to the North Dakota Department of Labor and Human Rights if they believe they have been discriminated against in housing **because of:**

- Race
- National origin
- Sex
- Marital Status
- Religion
- Disability
- Color
- Age - 40 years of age or over
- Receipt of public assistance
- Familial status - presence of children under age 18, being pregnant, or securing custody of a minor
- Status as a victim of domestic violence in certain circumstances

Discriminatory Practices

The following acts are prohibited if they are based on one or more of the protected categories:

- Refusing to sell or rent a dwelling after the making of a bona fide offer
- Refusing to negotiate for the sale or rental of a dwelling
- Refusing to show or falsely denying availability
- Offering different terms, conditions, or privileges of a sale or rental
- Providing different services or facilities in connection with a sale or rental
- Refusing to permit a reasonable modification to a dwelling by a disabled person

The North Dakota Department of Labor and Human Rights is committed to educating the public about housing discrimination laws and to functioning as a neutral third-party in objectively and efficiently resolving housing discrimination complaints.

- Refusing to make a reasonable accommodation for a disabled person
- Failing to meet accessibility standards for disabled persons
- Advertising about the sale or rental of a dwelling in a manner that indicates a discriminatory preference
- Engaging in discriminatory brokerage or financial services
- Engaging in blockbusting activity – making representations about the characteristics of a neighborhood to encourage the sale or rental of property for profit
- Interfering, through intimidation, force, or threat of force, with any persons' full enjoyment of housing privileges

Exemptions

Limited exemptions from the housing discrimination law do exist:

- Sale or rental of a single-family home by the owner, provided that:
 - The owner does not own or have interest in more than three single family homes
 - The owner does not use the services of a broker, agent, realtor, etc.
 - The owner does not use discriminatory advertising in the sale or rental
- The exemption applies to only one sale or rental in a twenty-four-month period unless the owner is the most recent resident of the home
- Sale or rental of rooms or units in a dwelling occupied or intended for occupancy by no more than four independent families if the owner lives in one of the units
- Religious organizations may give preference to members of the same religion provided that membership in the religion is not restricted by race, color, or national origin

- Private clubs may give preference to members provided that membership is not restricted by race, color, or national origin
- Housing determined by the Secretary of the U.S. Department of Housing & Urban Development (HUD) or the North Dakota Department of Labor and Human Rights to be specifically for the elderly is exempt from the familial status and age provisions of the law. The housing must be:
 - Designed and operated to assist elderly individuals under a state or federal program, or
 - Intended for and solely occupied by, individuals 62 years of age or older, or
 - Intended and operated for occupancy by at least one individual at least 55 years of age or older in each unit

Departmental Responsibilities

Under the provisions of N.D.C.C. Chapter 14-02.5, the North Dakota Department of Labor and Human Rights is responsible to:

- Receive and investigate complaints of unlawful housing discrimination
- Issue a report, in even numbered years, recommending legislative or other action to carry out the purposes of the law
- Make studies relating to the nature and extent of discrimination in the state
- Cooperate with other public or private entities that are working to prevent or eliminate discriminatory housing practices
- Foster prevention of discrimination through education for the public, landlords, publishers, realtors, brokers, lenders, and sellers on the rights and responsibilities provided under the law and ways to respect those protected rights
- Emphasize conciliation to resolve complaints

WHAT ELSE IS COVERED UNDER THE FAIR HOUSING ACT?

LENDERS, APPRAISERS AND INSURANCE COMPANIES MAY NOT DISCRIMINATE

Home mortgages and personal loans for housing-related purposes are covered. No one may do any of the following because of race, color, religion, national origin, sex, disability or familial status of the applicant:

- Refuse to provide information regarding loans.
- Provide inaccurate or incomplete information.
- Refuse to make a loan to a qualified applicant.
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees unrelated to credit history.
- Discriminate in appraising property.
- Refuse to issue a homeowner's or renter's insurance policy.

It is also a violation to fail to design and construct public and private multi-family housing with four or more units in an accessible manner. This applies to buildings designed and constructed for first occupancy after March 13, 1991.



For more information contact us at High Plains Fair Housing Center or contact HUD:

1-800-669-9777

1-800-927-9275 (TTY)

www.HUD.gov/fairhousing



Find us at:

www.highplainsfhc.org

High Plains Fair Housing Center

P.O. Box 5222

Grand Forks, ND 58201

info@highplainsfhc.org

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701-792-2878

866-380-2738

The work that provided the basis for this publication was supported in part by funding under a grant with the U.S. Department of Housing and Urban Development. NFHA is solely responsible for the accuracy of the statements and interpretations contained in this publication.



NFHA
National Fair Housing Alliance

YOUR FAIR HOUSING RIGHTS



HOUSING DISCRIMINATION IS ILLEGAL

The federal Fair Housing Act prohibits discrimination in housing related transactions because of race, color, religion, national origin, sex, disability or familial status. Many state and local laws also prohibit housing discrimination based on several additional protected classes.

The Fair Housing Act applies to a wide variety of housing transactions, including rentals, sales, home mortgages, appraisals and homeowners insurance. Landlords, real estate agents, lenders, insurance companies and condominium, cooperative and homeowner associations must not discriminate because of one's membership in a protected class.

Housing discrimination is against the law. One way to stop discrimination is to report it.

SOME SIGNS OF POSSIBLE DISCRIMINATION

- The availability changed between a phone contact and an in-person visit.
- The housing provider refused to sell, rent, or show available housing or charged a higher security deposit.
- Advertisements expressed a preference for singles or couples but the community does not qualify as housing for older persons.
- Families with children or persons with disabilities were limited or steered to certain buildings or to the first floor.
- The housing provider:
 - Failed or delayed to make repairs or maintain the property.
 - Limited the use of services or facilities or privileges.
 - Refused to make a reasonable accommodation or allow a reason modification for a person with a disability.

COMMONLY ASKED QUESTIONS AND ANSWERS

Must all landlords comply with the Fair Housing Act?

The Fair Housing Act covers most housing. In some circumstances, the Fair Housing Act exempts owner-occupied buildings with no more than four units. Communities that qualify for the "Housing for Older Persons" exemption under the Fair Housing Act are permitted to exclude families with children under the age of 18.

What is the definition of a disability?

A disability is a physical or mental impairment which substantially limits one or more major life activities such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. It also includes a record of having such an impairment or being regarded as having such an impairment. The law also covers someone who is associated with a person with a disability.

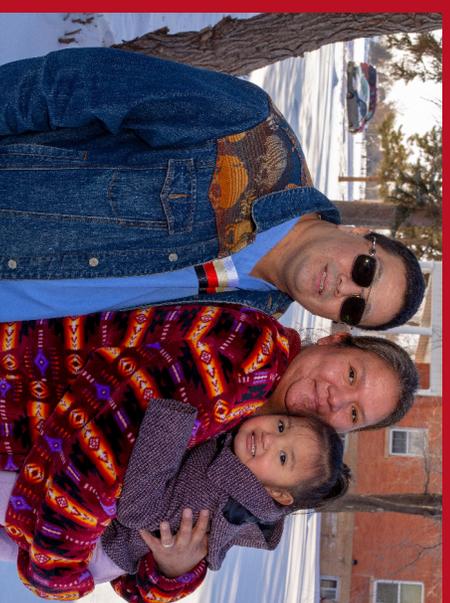
What is a reasonable accommodation?

A "reasonable accommodation" is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including its public and common use space. For example, reasonable accommodations include allowing an assistance animal even if there is a "no pets" policy or creating a reserved accessible parking space for a specific resident.

What is a reasonable modification?

A "reasonable modification" is a structural change made to existing premises occupied or to be occupied by a person with a disability so that he or she can fully use and enjoy the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings, and to the common and public use areas.

Examples of reasonable modifications include installing grab bars or ramps, lowering counter spaces, and allowing a person with a hearing impairment to install strobes. The resident is responsible for paying the cost of the modification. Tenants are obligated to restore the interior of the unit to its previous state



only where it is reasonable to do so and the housing provider has requested the restoration. Section 504 of the Rehabilitation Act of 1973 may require landlords that receive federal funds to pay for reasonable modifications.

What does "familial status" mean?

"Familial status" means the presence of children under 18 in the household. This includes pregnant women and persons in the process of adopting or securing custody of a child/children. Children include foster children and grandchildren so long as the person has legal custody or written permission.

What actions does the law prohibit?

The law prohibits actions such as denying housing, limiting access to housing, discouraging home seekers, or creating different rules, fees, or standards because of one's membership in a protected class. The Fair Housing Act also prohibits harassing, coercing, intimidating, or interfering with anyone exercising or assisting someone else with his/her fair housing rights.

Does this mean that a landlord must rent to or cannot evict anyone who is a member of a protected class?

No. A housing provider has the right to refuse rental applications or evict tenants based on objective criteria, such as credit history or bad tenant history. A housing provider should set criteria and apply them equally to each applicant and resident.

REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION

What is a reasonable accommodation?

A “reasonable accommodation” is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including its public and common use space. Housing providers, including home-owner and condominium associations, must make reasonable accommodations for persons with disabilities, such as allowing assistance animals in a no-pets building. A request need not be in writing, but it is recommended that a request be made in writing so that there is a record of both the request and the date it was sent.

When considering a reasonable accommodation request to allow an assistance animal, a housing provider may take only the following into consideration:

- Is the individual for whom the request is made a person with a disability?
- Is the requested accommodation necessary to allow the person with a disability an equal opportunity to use and enjoy a dwelling, including common use areas?
- Would the requested accommodation impose an undue financial and administrative burden on the housing provider?
- Would the requested accommodation require a fundamental alteration in the nature of the provider’s operations?

A housing provider may not ask about the nature or severity of the disability. However, a housing provider may request information about the relationship between the person’s disability and the need for the requested accommodation to allow an assistance animal. This information can usually be provided by the individual making the request. A doctor or other medical professional, a peer support group, a non-medical service agency, or another reliable third party who is in a position to know about the individual’s disability may also provide the information.

For more information or to file a housing discrimination complaint contact High Plains Fair Housing Center or HUD

1-800-669-9777

1-800-927-9275 (TTY)

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National Fair Housing Alliance

FAIR HOUSING RIGHTS OF PERSONS WITH DISABILITIES TO REASONABLE ACCOMMODATIONS FOR ASSISTANCE ANIMALS



HOUSING DISCRIMINATION IS ILLEGAL

The federal Fair Housing Act prohibits discrimination in housing related transactions because of race, color, religion, national origin, sex, disability or familial status. Many state and local laws also prohibit housing discrimination based on several additional protected classes.

The Fair Housing Act applies to a wide variety of housing transactions, including rentals, sales, home mortgages, appraisals and homeowners insurance. Landlords, real estate agents, lenders, insurance companies and condominium, cooperative and homeowner associations must not discriminate because of one's membership in a protected class.

Landlords and other housing providers may not discriminate against persons with disabilities. Pet restrictions cannot be used to deny or limit housing to persons with disabilities who require the use of an assistance animal. This brochure discusses how reasonable accommodations may be required to enable persons with disabilities that require the use of an assistance animal to use and enjoy a dwelling. For more general information about the fair housing rights of persons with disabilities, please see the brochure: Fair Housing Rights of Persons with Disabilities.

Housing discrimination is against the law. One way to stop discrimination is to report it.



COMMONLY ASKED QUESTIONS AND ANSWERS

What is the definition of a disability?

A disability is a physical or mental impairment which substantially limits one or more major life activities such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. It also includes a record of such an impairment or being regarded as having such an impairment. The law also covers someone who is associated with a person with a disability.

Is an assistance animal a pet?

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified symptoms or effects of a person's disabilities. Assistance animals perform many functions for persons with disabilities, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons with seizure-related disabilities to impending seizures, or providing emotional support to persons who have a disability-related need for such support.

Assistance animals under the Fair Housing Act are sometimes referred to as "service animals," "assistive animals," "support animals," "therapy animals," "emotional support animals," or "companion animals." Under the Fair Housing Act, housing providers have an obligation to accommodate persons who, because of their disability, require service dogs or other types of assistance animals to perform tasks, provide emotional support, or alleviate the effects of their disabilities.

Must an assistance animal be trained or certified?

For purposes of a reasonable accommodation under the Fair Housing Act, an assistance animal does not have to be individually trained or certified. While dogs are the most common type of assistance animal, other animals may also be assistance animals. Assistance animals may be any breed, size or weight. Some, but not all, assistance animals wear special collars or harnesses. Assistance animals are not required to have special licenses, be certified, or have any visible identification.

May a housing provider require a pet deposit for an assistance animal?

No. Since an assistance animal is not a pet, a housing provider may not require a payment of a fee or security deposit or other terms and conditions that apply to applicants or residents with pets. However, if an assistance animal causes damage to the rental unit or common areas, the housing provider may charge the tenant for the cost of repairing the damage, if it is the provider's practice to assess tenants for damage to the premises caused by tenants.

What if a housing provider only allows pets under 30 pounds?

Assistance animals are not pets and therefore a housing provider may not limit the size of the assistance animal. Assistance animals may be any breed, size, or weight and housing providers should reasonably accommodate a tenant with a disability-related need for an assistance animal by waiving any size or weight limitations that might otherwise apply to pets.

When may a housing provider deny an assistance animal?

Housing providers are not required to provide an accommodation that is unreasonable, meaning that allowing the animal would result in a financial and administrative burden on the provider. In addition, a request may be denied if the specific assistance animal poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others, determined on an individual basis and not by assumptions or stereotypes about a particular type or breed of animal.

What if the housing provider's property insurance carrier prohibits certain animals?

If an insurance carrier would cancel, increase policy costs, or adversely change policy terms because of the presence of a certain breed of dog or other animal that is an assistance animal, the insurance company would be violating the Fair Housing Act. The insurance company must make a reasonable accommodation to its policies and procedures to allow the assistance animal without changing the cost or terms of the provider's insurance coverage.

REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION

A request for a reasonable accommodation or reasonable modification need not be in writing, but it is recommended that a request be made in writing so that there is a record of both the request and the date it was sent.

When considering a reasonable accommodation/modification request, a housing provider may take only the following into consideration:

- Is the individual for whom the request is made a person with a disability?
- Is the requested accommodation or modification necessary to allow the person with a disability an equal opportunity to use and enjoy a dwelling, including common use areas?
- Would the requested accommodation impose an undue financial and administrative burden on the housing provider?
- Would the requested accommodation require a fundamental alteration in the nature of the provider's operations?

A housing provider may not ask about the nature or severity of the disability. However, a housing provider may request information about the relationship between the person's disability and the need for the requested accommodation, if either the disability or the need for the requested accommodation is not apparent. This information can usually be provided by the individual making the request. A doctor or other medical professional, a peer support group, a non-medical service agency, or another reliable third party who is in a position to know about the individual's disability may also provide the information.



For more information or to file a complaint contact High Plains Fair Housing Center or HUD at:

Housing Center or HUD at:

1-800-669-9777

1-800-927-9275 (TTY)

www.HUD.gov/fairhousing



Find us at

www.highplainsfhc.org



High Plains
Fair Housing Center

High Plains Fair Housing Center

P.O. Box 5222

Grand Forks, ND 58201

info@highplainsfhc.org

www.highplainsfhc.org

701-792-2878

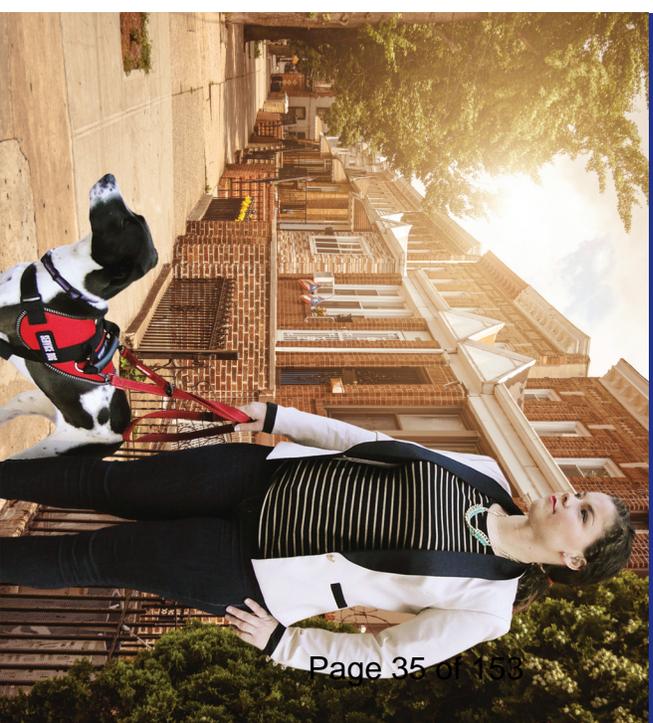
866-380-2738

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NFHA
National Fair Housing Alliance

FAIR HOUSING RIGHTS OF PERSONS WHO ARE DEAF OR HARD OF HEARING OR WHO ARE BLIND OR HAVE LOW VISION



HOUSING DISCRIMINATION IS ILLEGAL

The federal Fair Housing Act prohibits discrimination in housing related transactions because of race, color, religion, national origin, sex, disability or familial status. Many state and local laws also prohibit housing discrimination based on several additional protected classes.

The Fair Housing Act applies to a wide variety of housing transactions, including rentals, sales, home mortgages, appraisals and homeowners insurance. Landlords, real estate agents, lenders, insurance companies and condominium, cooperative and homeowner associations must not discriminate because of one's membership in a protected class.

Housing discrimination is against the law. One way to stop discrimination is to report it.

Landlords and other housing providers may not discriminate against persons with disabilities. This brochure discusses the fair housing rights of individuals with hearing, vision, communication or speech-related disabilities. This brochure also discusses reasonable accommodations and reasonable modifications that may be required to enable persons with such disabilities to use and enjoy a dwelling. For more general information about the fair housing rights of persons with disabilities, please see the brochure: ***Fair Housing Rights of Persons with Disabilities.***



LANDLORDS AND PROPERTY MANAGERS

Landlords and their agents must ensure that individuals with vision, hearing, communication or speech-related disabilities can effectively communicate with them. For example, persons who are blind or have low vision may need to have the rental application or other housing related documents read to them. Housing providers may not refuse to communicate through TTY, video relay, or other relay systems.

COMMONLY ASKED QUESTIONS AND ANSWERS

What is the definition of a disability?

A disability is a physical or mental impairment which substantially limits one or more major life activities such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. It also includes a record of such an impairment or being regarded as having such an impairment. The law also covers someone who is associated with a person with a disability.

What is a reasonable accommodation?

A "reasonable accommodation" is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including its public and common use space. Examples of reasonable accommodations for residents who are deaf or hard of hearing or blind or have low vision include:

- Providing an interpreter to enable residents who are deaf or hard of hearing to participate in homeowner or condominium association meetings or meetings or conversations with a housing provider involving long, complex or important matters.
- Providing assistance in filling out forms or providing leases, rules or other documents in large print.
- Where a lease permits only those adults named on the lease to reside in a unit, allowing a live-in aid if the tenant needs such assistance.

LENDERS AND INSURERS

Lenders and insurance companies may not refuse to provide mortgages or homeowners or renters insurance respectively because the applicant is a person with a disability. Nor may they provide mortgages or insurance on different terms.

Under the Fair Housing Act, lenders and insurers need to make sure that a person with a disability receives the same information about a loan or insurance policy as any other applicant without a disability. Lenders and insurers also need to make reasonable

- Allowing an assistance animal in a building with a "no pets" policy.

What is a reasonable modification?

A "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, so that he or she can fully use and enjoy the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings, and to the common and public use areas. Examples of reasonable modifications include allowing a tenant to:

- Install a communication device, such as strobe lights, to alert a tenant who is deaf or hard of hearing that a smoke alarm or door bell has sounded.
- Modify kitchen appliances for use by a person who is blind.
- Install grab bars or ramps, widen doorways to enable wheelchair access.
- Remove a built-in bookshelf that protrudes into a pathway.

The resident is responsible for paying the cost of the modification. Tenants are obligated to restore the interior of the dwelling to its previous state only where it is reasonable to do so and the housing provider has requested the restoration. Reasonable modifications to the exterior of a dwelling are not required to be restored. Section 504 of the Rehabilitation Act of 1973 may require landlords that receive federal funds to pay for reasonable modifications.

accommodations to persons with disabilities, which may include providing an interpreter. Under another law, the Americans with Disabilities Act, a lender or insurance company is generally required to provide appropriate auxiliary aids and services to persons with disabilities when necessary to ensure effective communication when discussing a complex issue such as a mortgage or insurance policy. Appropriate auxiliary aids and services may include qualified sign language or oral interpreters, computer-assisted real-time transcription, qualified readers, and documents in alternate formats (Braille, large print, audio format, accessible electronic format).

Animals can be a major help to people with disabilities to live independently. More and more, animals are being used to assist persons with emotional and mental disabilities. Yet, many tenants and landlords may not fully understand the differences between service animals and companion animals or what it means for their apartment building or rental unit.

A companion animal, also known as an emotional support or assistance animal, is not the same as a service animal. North Dakota Century Code defines a service animal as “any guide dog, signal dog, or other animal trained to do work, perform tasks, or provide assistance for an individual with a disability.” These can include guide dogs for the blind, hearing dogs, medical alert dogs, or medical assistance dogs.

A companion animal provides emotional support and comfort for individuals who are mentally impaired or to those with depression, anxiety or those in need of emotional support, including veterans with post traumatic stress disorder.

Tenant Rights and Responsibilities

- The Fair Housing Act states that a landlord must provide reasonable accommodation for persons with a disability including the use of service or companion animals. Under state code, you may be required to provide documentation from a physician or medical professional confirming your disability and stating the relationship between your disability and the need for the animal.
- You cannot be charged a pet deposit or pet fee.
- You cannot be turned away because of a service or companion animal.
- Tenants should also remember to be responsible pet owners. Clean up after your pet, walk in designated areas, keep up on vaccinations, and be respectful of the property.

Landlord Rights

- You are entitled to verify the existence of the disability and the need for the accommodation.
- You can charge the tenant for damage done to the property. Just like any other tenant, they will pay a normal rent deposit which you are allowed to use if the animal has done damage to the property.
- The Fair Housing Act also protects you against animals that are not house broken, are dangerous or are not well cared for or controlled by the tenant.

Resources

www.hud.gov
www.highplainsfhc.org
www.nd.gov/labor/human-rights/housing
www.disability.gov
www.ada.gov





What is the Difference
Between
Service Animals
and Emotional Support Animals?



Disclaimer: This document is for informational purposes only and does not constitute legal advice.

Frequently Asked Questions on Service Animals

What is a disability?

The Americans with Disabilities Act (ADA) defines a person with a disability as a person who has a physical or mental impairment that substantially limits one or more major life activities. This includes people who have a record of such an impairment, even if they do not currently have a disability. It also includes individuals who do not have a disability but are regarded as having a disability. The ADA also makes it unlawful to discriminate against a person based on that person's association with a person with a disability.

What is a service animal?

Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform a task for an individual with a disability. The task performed by the dog must be directly related to the person's disability.

What questions can I ask when inquiring about a service animal?

In situations where it is not obvious that the dog is a service animal, landlords may ask only two specific questions: (1) is the dog a service animal required because of a disability? And (2) what work or task has the dog been trained to perform? Staff are not allowed to require the dog to demonstrate the task or inquire about the nature of the person's disability.

What tasks do service animals perform?

The dog must be trained to take a specific action when needed to assist the person with a disability. For example, a person with diabetes may have a dog that is trained to alert him when his blood sugar reaches high or low levels. A person with depression may have a dog that is trained to remind him to take his medication or, a person who has epilepsy may have a dog that is trained to detect the onset of a seizure and then help the person remain safe during the seizure.

Can a landlord charge a pet deposit for a service animal?

The service animal is not considered a pet and the tenant does not have to pay a pet deposit for the animal.

Can a landlord require additional insurance because of the animal?

No, a landlord is not allowed to require any additional insurance from a tenant with a service animal that they do not require from every other tenant.

Are service animals required to wear a vest or harness to identify them as service animals?

No, the ADA does not require service animals to wear a vest, ID tag, or specific harness.

Can a landlord charge a pet deposit for a emotional support animal?

The emotional support animal is not considered a pet and the tenant does not have to pay a pet deposit for the animal.

Can a person bring the service animal into common areas of the rental unit?

Yes, a service animal is allowed in any area that the tenant may use to enjoy the rental facility including common areas, kitchens and indoor/outdoor recreation areas.

Does the animal need to be vaccinated and licensed?

Yes, Individuals who have service animals must comply with local animal control and public health requirements.

Can service animals be any breed of dog?

Yes, the ADA does not restrict the type of breed that can be service animals.

If there is a city ordinance banning a certain dog breed, does the ban apply to service animals?

No, Municipalities that ban specific breeds of dogs must make an exception for a service animal of prohibited breed, unless the dog poses a direct threat to the health and safety of others. Under the “direct threat” provisions of the ADA, local jurisdictions need to determine, on a case-by-case basis, whether a particular service animal can be excluded based on that particular animal’s actual behavior or history, but they may not exclude a service animal because of fears or generalizations about how an animal or breed might behave.

Who is responsible for the care of the animal?

The handler is responsible for all care of the animal including

removal of waste in a timely manner, feeding, grooming and veterinary care.

What happens if a service animal becomes disruptive?

A handler must have control of their service animal at all times. If a service animal becomes disruptive, the landlord should document the incident. If the service animal is repeatedly out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.

Does the ADA require service animals to be professionally trained?

No, a person with a disability has the right to train the animal themselves and are not required to utilize a service dog training programs.

For more information please visit the Americans with Disabilities Act website.

www.ADA.gov

www.ada.gov/regs2010/service_animal_qa.html

<https://www.animallaw.info/article/faqs-emotion-support-animals>

FAQ on Emotional Support Animals

What is an emotional support animal?

An emotional support animal is an animal (typically a dog or cat though this can include other species) that provides a therapeutic benefit to its owner through companionship. The animal provides emotional support and comfort to individuals with psychiatric disabilities and other mental impairments.

Does an emotional support animal need specialized training?

No, while training is not required for an assistance animal, it must be directly linked to the tenant's disability and their ability to enjoy the unit.

What questions am I allowed to ask when inquiring about an emotional support animal?

Landlords may ask only two specific questions: (1) does the person seeking the animal have a disability- i.e., a physical or mental impairment that substantially limits one or more major life activities. (2) Is the animal directly linked to the disability? Will this animal perform tasks or provide assistance that will allow the tenant to enjoy their dwelling?

What documentation is required when a tenant is requesting an emotional support animal?

A tenant making a request for an emotional support animal must make a request for a reasonable accommodation to the landlord. If the disability is not readily apparent, the landlord may request documentation of a disability and their disability related

need for an emotional support animal. The tenant does not need to provide the nature of the disability but they will need to provide documentation from a doctor, psychiatrist, social worker, or other mental health care professional stating the need for the animal to ease the symptoms of an existing disability.

What areas of the facility are emotional support animals allowed?

Housing and Urban Development (HUD) state emotional support animals are allowed “in all areas of the premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the housing providers services.” This would include the tenants unit and all common areas of the building.

If there is a city ordinance banning a certain breed of dog, does the ban apply to emotional support animals?

No, according to HUD, “breed, size and weight limitations may not be applied to an emotional support animal.” Under the “direct threat” provision of the ADA, local jurisdictions need to determine, on a case-by-case basis, whether a particular service animal can be excluded based on that particular animals actual behavior or history, but they may not exclude an emotional support animal because of fears or generalizations about how an animal or breed might behave.



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Minot, ND 58707

701-858-3580 or 1-800-233-1737

Fax: 701-858-3483

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701.203.1077 phone 866.380.2738 toll free www.highplainsfhc.org

FAIR HOUSING AND HOARDING

FACT SHEET # 9

Published by the High Plains Fair Housing Center

1) What is Fair Housing?

Fair housing is a set of principles and laws which mandate equal access and opportunity in housing. Fair housing covers persons who are members of a protected class which are groups of persons and their families that historically have experienced discrimination. Under the Federal Fair Housing Act, those classes are race/color, religion, national origin, gender, disability, and families with children.

2) What is hoarding? Compulsive hoarding is (Frost & Hartl, 1996):

- The acquisition of, and failure to discard, a large number of possessions that appear to be useless or of limited value;
- Living spaces that are sufficiently cluttered so as to preclude activities for which those spaces were designed;
- The presence of significant distress or impairment in functioning caused by the hoarding.

3) Why would persons who hoard be covered under fair housing laws?

Someone who is a compulsive hoarder meets the definition of disability under federal fair housing laws because it is a mental impairment which substantially limits one or more of the person's major life activities.

4) What types of protections does a person with a disability have under fair housing laws?

Hoarders, and persons with disabilities, have the right to request a reasonable accommodation.

A reasonable accommodation is a request for a waiver or change in policies, practices, procedures and services to provide equal access and opportunity in housing for persons with disabilities. There must be a direct connection between the person's disability and the reasonable accommodation request.

5) What is an example of a reasonable accommodation that could assist a person whose housing is at risk due to hoarding?

If the housing provider is considering eviction of a person with a disability due to the hoarding, a remedy plan can be offered as a reasonable accommodation to preserve the tenancy. This remedy plan could include support services plus an individualized schedule for cleanup and inspections.

6) Must the housing provider approve a reasonable accommodation request?

The request must be approved as long as it does not cause an undue administrative and financial burden or change to basic nature of the housing program.

7) Who can I call to get help in requesting a reasonable accommodation?

Call High Plains Fair Housing Center at (701) 203-1077 or (866) 380-2738. We will advise you on making a reasonable accommodation request and help in working with the landlord.



The mission of the High Plains Fair Housing Center is to strengthen communities and to ensure equal access to fair h The mission of the High Plains Fair Housing Center is to strengthen communities and to ensure equal access to fair housing in the region through training, education, enforcement and advocacy. For more information please contact: Phone: 701-203-1077 Toll Free: 1-866-380-2738; Email: highplainsfairhousing@gmail.com; www.highplainsfhc.org

The work that provided the basis for this publication was supported by funding under a grant/cooperative agreement with the U.S. Department of Housing & Urban Development. The substance and findings of this work are dedicated to the public. This information is not itself legal advice; for legal advice about a particular situation, contact an attorney. Alternative formats for those with disabilities available upon request. © Fair Housing Center of Central Indiana 2012. Used with permission.

What Is Unlawful Discrimination?

Discrimination means being treated differently. It is unlawful to be treated differently than other people in employment, housing, services offered by businesses, governmental services, or credit transactions because of your:

- Race
- Color
- Religion
- National Origin
- Sex
- Age (40 years of age or older)
- Disability (mental or physical)
- Marital Status
- Status as a Recipient of Public Assistance
- Familial Status (having children under age 18, being pregnant, or being in the process of securing legal custody of a child under age 18) (housing only)
- Status as a victim of domestic violence in certain circumstances (housing only)
- Participation in lawful activity off the employer's premises outside of regular work hours that is not in direct conflict with the business-related interests of the employer (employment only)

What Can I Do If I Think I Have Been Discriminated Against?

Contact the North Dakota Department of Labor and Human Rights (Department). Staff there will talk with you about what happened to you and help you understand your options. Alternatively, if you prefer, you may contact a private attorney of your choosing to seek advice.

This brochure is intended to help people who believe they have experienced discrimination understand how to file a complaint with the Human Rights Division.

How Do I File A Discrimination Complaint With The Department?

The first step in filing a discrimination complaint with the Department is to complete the "intake" process. This simply means to provide the Department with initial, specific information about what happened to you. The intake process can be completed in any one of three ways:

1. You can describe what happened to you in writing using an *Intake Questionnaire* form. The Intake Questionnaire form may be completed and submitted electronically from the Department's website. Alternatively, you may obtain the form by contacting the Department or you may print it from the Department's web site. Once you have filled out the form, return it to the Department.

2. You can contact the Department and ask to have your intake information taken by telephone.

3. Your intake information may be submitted in person. Department staff are regularly available to meet with you in person, by appointment, during regular office hours at the State Capitol located in Bismarck, or by appointment in Fargo, N.D.

After the intake process is completed, the Department will assess the information you provided to determine whether there is a basis to file a formal discrimination complaint for investigation.

The Department may need to request additional information from you to make this determination. If the intake information you provide does establish a basis for a formal complaint, the Department will draft a complaint for you to sign. A discrimination complaint is considered filed when the signed complaint is returned to the Department.

What Happens After I File A Discrimination Complaint With The Department?

The Department will serve as a neutral third party to investigate your complaint and work to resolve your complaint through informal means such as mediation and/or conciliation.

You will need to participate in your complaint - be available to the Department and provide any information that may be relevant to your complaint.

Some complaints will be resolved quickly while others may take time - six months or longer - to thoroughly investigate.

Do I Need To Hire An Attorney To File A Discrimination Complaint With The Department?

You may choose to seek legal advice from a private attorney at any time, but you are not required to have an attorney to file a complaint with the Department.

May I File My Discrimination Complaint Directly In Court

If I Prefer?

Yes. You have the right to file a discrimination complaint directly in state court instead of with the Department. You do not have to file your complaint with the Department first. If you decide to bring an action in district court, any pending action with the Department will be immediately dismissed.

How Much Time Do I Have To File A Discrimination Complaint?

You have limited time to file a discrimination complaint from the date the alleged discrimination occurred or ended. The length of time you have to file a complaint depends upon the type of discrimination you feel you have experienced:

- Discrimination in Employment or Credit Transactions = 300 Days
- Discrimination in Housing = One Year
- Discrimination in Business or Governmental Services = 180 Days

If a complaint is filed with the Department, you have ninety days from the date the Department dismisses the action or issues a written probable cause determination to file in court. In addition, if your complaint is against the State of North Dakota or a state employee and you wish to seek monetary relief, you must provide written notice of your injury and the amount of relief demanded to the Director of the Office of Management and Budget within 180 days of the date the alleged discrimination occurred.

How Do I Contact The Department?

The North Dakota Department of Labor and Human Rights is located in the State Capitol. The Department's regular business hours are Monday through Friday from 8:00 A.M. to 5:00 P.M. CST.

Contact information for the Department is as follows:

**North Dakota Department of
Labor and Human Rights**

**600 East Boulevard Avenue, Dept. 406
Bismarck, ND 58505-0340**

**Phone – (701)328-2660 locally or
1-800-582-8032 toll-free in ND**

**TTY (Relay ND) – 1-800-366-6888
or 1-800-366-6889**

Fax – (701)328-2031

**E-Mail – labor@nd.gov
Web Site – nd.gov/labor**



The work that provided the basis for this publication was supported by funding under a cooperative agreement with the U.S. Department of Housing & Urban Development.

The substance and findings of the work are dedicated to the public. The North Dakota Department of Labor and Human Rights is solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the U.S. Government.

Rev. 10/17

How to File a Discrimination Complaint in North Dakota

A Guide for Those Who Believe They Have Been Discriminated Against



High Plains Fair Housing Center

How to Request a Reasonable Accommodation for Service or Assistance Animal | A Guide for Tenants

Part I: Service Animals

Do you have a disability as described by the Fair Housing Act **AND** is your animal required because of your physical or mental disability?

Under the Fair Housing Act, a disability is defined as:

- (1) individuals with a physical or mental impairment that substantially limits one or more major life activities
- (2) individuals who are regarded as having such an impairment
- (3) individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

No

Only those who have a disability as defined by the Fair Housing Act and have a disability related need for an accommodation can obtain a Reasonable Accommodation.

Yes

Your animal is a service animal. No other inquiries by your landlord are appropriate, and they are obligated to promptly allow the request once you have requested it. Remember, assistance/service animals are not considered pets, so pet fees and any pet restriction policies that your landlord might have do not apply to you.

Yes

Is your animal trained to work or do tasks that assist you with your disability, other than emotional support? This is normally a dog.

Yes

Is it readily apparent that the animal is trained to do work or tasks to assist with your disability? (Such as guiding an individual who is blind or has low vision, pulling a wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.)

No

Are you able to describe the work and task the animal is trained to perform based on a disability related need?

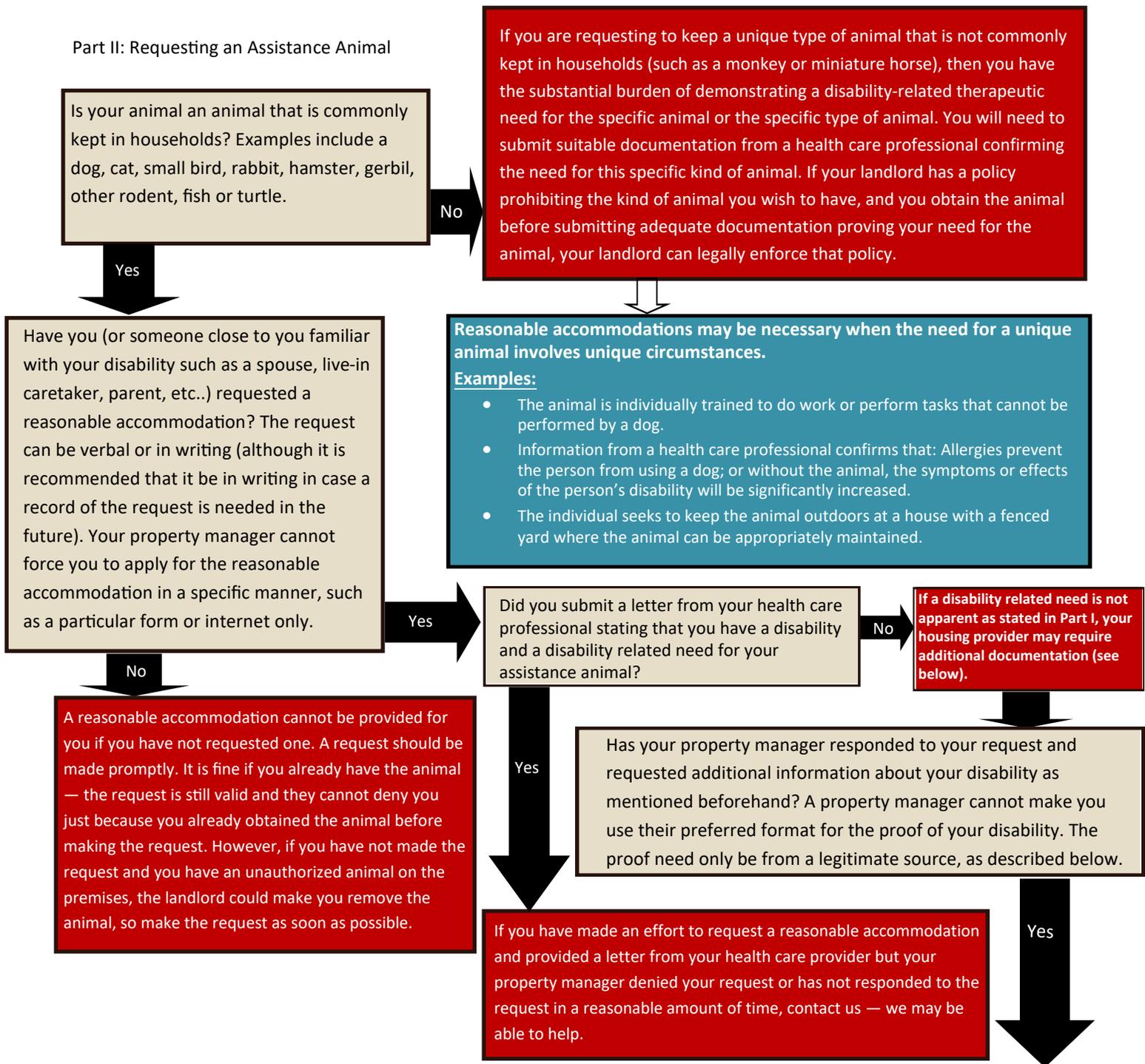
No

Your property manager has a right to request proof from someone knowledgeable about your disability (such as your doctor, social worker, therapist, etc..) that you have a disability and that the animal can assist with it. However, they are **not** entitled to know about your specific diagnosis or to have access to any of your medical records. Please continue on to **Part II** to learn how to request the reasonable accommodation for an assistance animal.

All information in this infographic is courtesy of HUD's FHEO-2020-01 "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," released January 28, 2020.

Questions? Please contact us at 701-203-1077 or visit our website at highplainsfhc.org.

Part II: Requesting an Assistance Animal



Submit a Legitimate Form of Documentation to Your Property Manager and Wait for a Response

Be aware that there are numerous for profit sites on the internet that offer to draft letters for the purpose of requesting a reasonable accommodation. They usually, for a fee, interview you for a short period of time and then issue you a letter indicating the need for the assistance animal. **Letters obtained from one of these types of websites are not legitimate. You do not need to pay for a letter, and the letters issued from these sites are commonly rejected by property managers.** However, there are some forms of documentation obtained over the internet that are acceptable. For example, a letter from a legitimate primary care physician that you are a patient of that remotely provides you services through telehealth would suffice. Other good forms of documentation would be a note from your physician or other medical professional that works with you, a social worker or other professional at a non-medical care agency, peer support group, or a reliable third party who knows about your disability.

After you submit your documentation to your property manager, they should respond ideally within a couple weeks. A lack of a response for a prolonged period of time could possibly be interpreted as a failure to grant the reasonable accommodation. Please contact us if your landlord has not responded in an inordinate amount of time.

Nothing in this flyer is legal advice. The mission of High Plains Fair Housing Center is to strengthen communities and ensure equal access to fair housing in the region through training, education, enforcement, and advocacy. The work that provided the basis for this flyer was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this flyer. Such interpretations do not necessarily reflect the views of



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FAIR HOUSING BEST PRACTICES FOR HOUSING PROVIDERS

FACT SHEET # 1

Published by the High Plains Fair Housing Center

When acts of unlawful housing discrimination are allowed to occur or continue in a community, there are many consequences. Housing discrimination tears at the fabric of a community and encourages an environment where disputes escalate. Acts of housing discrimination that go unchallenged send a message of apathy throughout a community and result in reduced efforts to seek help when it is needed.

Housing discrimination leads to segregated neighborhoods and feeds the stereotypes that form the basis for discrimination. Where discrimination flourishes, so does a lack of respect for cultures. Housing discrimination works to perpetuate other housing problems, such as tight housing markets, substandard housing, and homelessness, as well.

Civil rights and fair housing laws have made housing discrimination unlawful for over 140 years, yet housing discrimination still exists. It is imperative that the community join together in a joint effort so we can be successful in ensuring equal housing opportunity for all.

Any person involved in a housing transaction is responsible to follow and uphold the fair housing laws. This includes such people as owners of property, on site managers, rental agents, mortgage lenders, real estate brokers, agents, and appraisers. In addition, neighbors who harass and providers who do not ensure a safe living environment may also be liable.

As a housing provider, establish a program to ensure equal opportunity for all. Some suggested examples of successful fair housing business standards and practices are:

Policy Statement: Publish a statement that your organization provides equal opportunity housing and does not discriminate based upon race, color, religion, gender, national origin, familial status, disability, age, public assistance, marital status (North Dakota only), sexual orientation (Grand Forks only), as prohibited by fair housing laws. A sample policy is available from the HPFHC.

1. **Provide an Orientation Packet and Periodic Training on Fair Housing Laws for all employees.**
2. **Establish Employee and Agent Guidelines by Making Available:**
 - ✓ Written copies of policies and procedures to employees.
 - ✓ Examination of individual attitudes.
 - ✓ Working and current knowledge of fair housing laws.
 - ✓ Confirm that fair housing violations will lead to sanctions.
 - ✓ Provide consistent quality of treatment.
 - ✓ Train staff to know how to respond to any reasonable accommodation or modification requests, whether verbal or written.
 - ✓ Maintain a file or keep with an employee's personnel file as to the type, date, and location of the fair housing training, including what was offered and who attended.
3. **Office Resources:**
 - ✓ Fair housing posters prominently displayed for customers. Contact the HPFHC to receive free posters (English & Spanish available).
 - ✓ Advertising consistent with fair housing laws. A good rule to follow is to describe the property, not the people.
 - ✓ Displays, pamphlets, and circulars contain fair housing logo.
 - ✓ Employees certified as attending fair housing orientation course.
 - ✓ All rental agents equally familiar with vacancies and rent terms.
 - ✓ Office log for housing problems with date and time of incident, forms for check in and out, maintenance requests, etc.
 - ✓ List of fair housing resources and references including how to request and respond to reasonable accommodations and modifications.
 - ✓ Standardized application and interview criteria for applicants.
 - ✓ Provide all new tenants with direction on accessing information on North Dakota's Landlord & Tenant Law and the rights and responsibilities of both tenants and housing providers.

4. **Fair Housing Practices:**

- ✓ Report instances of discrimination to superiors immediately.
- ✓ Monitor staff knowledge of fair housing periodically.
- ✓ If photographs of models are used in advertisements, include models of different races and nationalities and with other visible protected class characteristics to reflect the diversity of the community.
- ✓ Be aware of local occupancy codes and ensure that any occupancy policies are not more restrictive than the codes in place.
- ✓ Those with disabilities are most knowledgeable about any reasonable accommodation or modification needs they may have and will notify you of any needs.
- ✓ All real estate advertisements should include equal housing opportunity logo, statement or slogan. Keep a record of all advertising, marketing, and outreach activities which includes the date, location, and resource used.
- ✓ If you have a multi-family property built for first occupancy as of March 13, 1991, it must be accessible to people with disabilities. Ensure it is and make any needed changes if it is not.
- ✓ Make sure employees understand the differences between pets and animals needed for those with disabilities.

5. **Stress consistency from all employees.** Require the same qualifications for all tenants. Treat everyone the same. Housing providers have rights, too, which include requiring that tenants meet application requirements, pay rent when due, obey rules and policies, do not disturb other residents or abuse property.

EXAMPLES OF UNLAWFUL HOUSING

DISCRIMINATION

- ✓ Refusing to rent to a family with children
- ✓ Requiring individuals with disabilities to pay higher security deposits
- ✓ Stating that a unit is not available when it is just because of someone's protected class under fair housing laws
- ✓ Requiring credit checks only on American Indian applicants
- ✓ Building a large, new apartment building with no accessible units
- ✓ Restricting families with children to certain buildings or floors
- ✓ Requiring a pet deposit for an assistive or service animal
- ✓ Suggesting a tenant can pay for back rent to put off an eviction with sexual favors
- ✓ Requiring criminal record checks for African Americans only
- ✓ Publishing an advertisement which indicates a limitation or preference based on status within a protected class

FAIR HOUSING RESOURCES

- ✓ High Plains Fair Housing Center: www.highplainsfhc.org
- ✓ North Dakota Department of Labor and Human Rights
- ✓ U.S. Department of Housing & Urban Development/Fair Housing: hud.gov/fairhousing
- ✓ U.S. Department of Justice/Civil Right: [usdoj.gov/ crt](http://usdoj.gov/crt)
- ✓ Fair Housing Advocate: fairhousing.com

The mission of the High Plains Fair Housing Center is to strengthen communities and to ensure equal access to fair housing in the region through training, education, enforcement and advocacy. For more information please contact:

Phone: 701-203-1077 Toll Free: 1-866-380-2738; Email: highplainsfairhousing@gmail.com; www.highplainsfhc.org

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REASONABLE ACCOMMODATIONS AND MODIFICATIONS

FACT SHEET # 4

Published by High Plains Fair Housing Center

Fair housing laws require providers to make reasonable accommodations in their rules, policies, practices or services to give a person with a disability an equal opportunity to use and enjoy a dwelling unit or common space. Accommodations are “reasonable” when they are practical and feasible. To deny an accommodation, a provider must show that it causes an undue burden or is unreasonable. (Under Section 504, government housing must allow reasonable accommodations.)

Reasonable modifications are for physical changes to a unit or common area which are necessary for a disability. A reasonable modification means leaving the unit acceptable after a tenant moves out for someone who does not need the modification that was made. In private housing, a housing provider may require that the tenant pay for the cost of the modification and request that funds be set aside to restore the unit to its original condition before the modifications, except for reasonable wear and tear.

To make a request, the resident must meet the definition of disability under fair housing laws. It is the responsibility of the resident to make any requests, not the provider's to assume what is needed. The housing provider must also approve all accommodations/modifications before they are made. Sample forms are available from the HPFHC. Below is the suggested format for a reasonable accommodation or modification request. Be sure to put in writing and keep a copy.

1. Indicate that you qualify as a person with a disability as defined by fair housing laws. It is not necessary to reveal the nature or severity of your disability. Include a note from your doctor explaining why it is necessary (be sure to keep a copy). For example:

“I qualify as an individual with a disability as defined by the Federal Fair Housing Act Amendments of 1988.”

2. State where you live and who is responsible for the building. For example:

“I live at 805 West Street, Apt #2. This building is managed and owned by you, Jane Smith.”

3. Describe the policy, rule, or architectural barrier that is problematic to you. For example:

“There is not any reserved accessible parking in our building's lot.”

4. Describe how this policy or barrier interferes with your needs, rights, or enjoyment of your housing. For example:

“I am unable to park in regular sized parking places because I need additional space to transfer from my car to a wheelchair.”

5. In clear and concise language; describe the change you are seeking in the policy, rule or barrier. For example:

“I am requesting that you designate a reserved parking space for people with disabilities next to the curb on the west side of the parking lot.”

6. Cite the applicable law, which protects your rights. For accommodations use:

“Under the Federal Fair Housing Act, it is unlawful discrimination for a management company to deny a person with a disability a reasonable accommodation of building rules or policies if such an accommodation may be necessary to afford such person full enjoyment of the premises...”

For modifications, quote the law as follows:

“Under the Federal Fair Housing Act, it is unlawful discrimination for a management company to deny a person with a disability a reasonable modification of existing premises occupied or to be occupied by such person if such modification may be necessary to afford such person full enjoyment of the premises.”

7. Ask for a written response within a certain amount of time. Example:

“Please respond in writing to my request within 10 days of the date of this letter.”

8. Sign and date the request. Remember to keep a copy of your request and any attachments for your records. If the request is denied, contact the HPFHC to determine if your rights have been violated.

Sample Request for a Reasonable Accommodation:

December 1, 2015

Danny Thomas,
Building Manager 1234 South St.
Minot, North Dakota

Dear Mr. Thomas:

I, Jim Olson, qualify as a person with a disability as defined by the Federal Fair Housing Act. I live at 1234 South St. #15. This building is managed by you, Danny Thomas, and owned by Jane Anderson.

Our building's rules state a “no pets” policy. Because of my disability, a

doctor has prescribed a service animal to assist in my daily living. The note from my doctor verifying my disability and need for a reasonable accommodation is attached.

I am requesting that you make a reasonable accommodation in the building's rules to permit me to have a service animal.

"Under the Federal Fair Housing Act, it is unlawful discrimination for a management company to deny a person with a disability a reasonable accommodation of an existing building rule or policy if such an accommodation may be necessary to afford such person full enjoyment of the premises."

Please respond in writing to my request for a reasonable accommodation within ten days of the date of this letter. I look forward to your response and appreciate your attention to this critical matter.

Sincerely,

(signature)

John Olson

Examples of Reasonable Accommodations

- Allowing a service, assistive, therapeutic, emotional support or companion animal for someone who needs it for their disability
- Providing large print or brailled numbers on the front door or other common areas for someone visually impaired

- Designating a reserved parking space near a door or unit for someone who cannot walk long distances
- Providing a visual alarm system on smoke detectors
- Allowing a Personal Care Attendant to live with a tenant or not charging guest or overnight fees
- Providing a rent reminder when rent is due
- Moving a tenant to the ground floor for easier mobility
- Providing or allowing a person from the community to educate other tenants about an illness of a tenant to eliminate harassment

Examples of Reasonable Modifications

- Widening a doorway for a wheelchair
- Allowing the installation of grab bars in a bathroom
- Replacing door knobs with levers
- Allowing a condo resident to install a ramp to their unit

Additional Resources (at www.highplainsfhc.org)

- HUD & DOJ Joint Statement on Reasonable Accommodations
- HUD & DOJ Joint Statement on Reasonable Modifications
- HPFHC Guide on Reasonable Accommodations & Modifications

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Guide to Requests for Reasonable Accommodations Related to Animals Needed for Those with Disabilities

Fair housing laws require that applicants and residents with disabilities be provided with “reasonable accommodations” as needed, in order for them to have an opportunity for full use and enjoyment of their housing. An example of this is when an individual who meets the definition of disability and who needs an animal for their disability asks their housing provider for a reasonable accommodation in “no pets” policies to allow the animal. Allowing tenants, residents and their guests who have disabilities to be accompanied by their service, assistive, therapeutic, emotional support, or companion animals is a reasonable accommodation to housing policy and practice. To deny the accommodation, the housing provider must prove that such an accommodation is unreasonable or causes an undue burden to the housing provider.

Guide to Requests for Reasonable Accommodations Related to Animals Needed for Those with Disabilities

Disability, under federal and North Dakota fair housing laws, is defined as a physical or mental impairment that substantially limits one or more major life activities, a record of having had such an impairment or being regarded as having had such an impairment.

What is an Animal Needed for Those with Disabilities?

These animals help people overcome the limitations of their disabilities and the barriers in their environment. They are working animals and not pets, and this work may also entitle them to access of public places and common areas. The most common animals for persons with disabilities are dogs, but sometimes other species are used (for example, a cat or a bird). These animals may be any breed, size, or weight. Some, but not all, of these animals wear special collars and harnesses. Depending upon the duties the animal will perform, these animals may be called service, assistive, therapeutic, emotional support, or companion animals.

What Do These Animals Do?

Animals perform many types of services for persons with disabilities. Here are some examples:

- A guide animal serves as a travel tool by a person who is legally blind.
- A hearing animal alerts a person with significant hearing loss or who is deaf when a sound occurs, such as a ringing alarm or a knock on the door.
- A service animal helps a person who has a mobility

or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, etc.

- A seizure response animal assists a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A companion animal or emotional support animal assists people with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment. They are sometimes also called assistance animals.

Because these animals provide different types of assistance and/or service, a person with a disability may require more than one animal to assist them in coping with different disabilities.

Request for a Reasonable Accommodation

The tenant or resident who needs an animal because of his or her disability should submit a request in writing to the housing provider requesting an accommodation for the person's disability. The tenant/resident cannot be required to make a written request although it is recommended. The tenant/resident is also not required to disclose the nature of his/her disability. The tenant/resident should keep copies of all correspondence including any attachments. Please note that if a tenant/resident has a verified disability and need for an animal, the tenant/resident should try not to refer to the animal as a "pet" and instead refer to it as a service or assistance animal.

Verification of Disability and Need for an Animal

Unless the disability and/or need are visually apparent, the tenant/resident may provide written verification that s/he has a disability under law and that the accommodation is necessary to give the tenant/resident equal opportunity to use and enjoy the community. The tenant should obtain a signed letter on professional letterhead from his/her healthcare or mental health provider addressed to the housing provider answering the following questions:

- Is the person disabled as defined by fair housing

laws?

- In the health care provider's professional opinion, does the person need the requested accommodation (use of an animal) to have the same opportunity as a non-disabled person to use and enjoy the housing community?

Guidelines for Housing Provider Staff

Housing providers must review and respond to all requests a resident with a disability makes for reasonable accommodations, including requests for an accommodation for an animal. The housing provider can require the tenant/resident provide verification from the tenant's healthcare provider or other knowledgeable person that the tenant/resident has a disability and needs the animal if the disability is not obvious.

Medical or licensed medical professionals means a person licensed by a public regulatory authority to provide medical care, therapy or counseling to persons with physical, mental or emotional disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers. Please note that fair housing laws do not require that verification of a disability and need of a reasonable accommodation come from a medical professional. The HUD-DOJ Statement notes that "a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability".¹

What's the Difference between an Animal Needed for Those with Disabilities and a Pet?

Service, assistive, therapeutic, emotional support, and companion animals are not considered to be pets because they provided needed assistance to the person with the disability in coping and/or dealing with their disabilities. A person with a disability uses an animal as an auxiliary aid, similar to the use of a cane, crutches or wheelchair. For this reason, fair housing laws require that housing providers make accommodations to "no pet" policies to permit the use of an animal by an individual with a disability. In addition, pet fees, pet deposits or increased rent for the animal cannot be charged for animals needed for those with disabilities.

Pet Rules and "No Pets" Rules

If a housing complex has a "no pets" rule, such rules do not apply to animals needed for those with disabilities. If property management has documentation that the tenant/resident has a disability and needs the animal as a result, then the tenant/resident can live with the animal despite the "no pets" rule.

If a property allows tenants to have common household pets and places limitations on the size, weight, and type of pets allowed, these rules cannot apply to animals for tenants or residents with disabilities. Animals needed for

those with disabilities may be any type of animal and any breed, size, or weight. An accommodation may also involve more than one animal if the tenant/resident can provide verification of such a need.

Training

Animals needed for persons with disabilities do not have to receive specialized training in order to be considered an approved animal. Fair housing laws consider emotional support, assistive, therapeutic and companion animals to be a type of service animal; however, they are not always professionally trained to perform required tasks. Often, these animals are individually trained by their owners to provide support, companionship, or a calming influence. An animal need only exhibit the ability to serve the person with the disability as is required for that person's needs.

Certification

Some animals receive certification papers but others do not. Currently, there is no state or national standard which tests whether an animal qualifies as a service, assistive, emotional support, therapeutic or companion animal so "certification" cannot be required of persons with disabilities who need such animals. As noted previously, the animals can be individually trained to meet the needs of the individual's disability.

Animal Care and Supervision

The tenant/resident is responsible for the care of his/her animal. The animal must be supervised and the tenant/handler must retain full control of the animal at all times. This generally means that while the animal is in common areas, it is on leash, in a carrier, or otherwise in the direct control of the owner/handler. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.). The tenant/handler is responsible for the proper disposal of animal waste. For those with animals:

- Never allow the animal to defecate on any property, public or private (except the tenant/resident's own property or in approved areas), unless the tenant/resident immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever it is in the common areas or off the tenant/resident's property.
- Properly dispose of waste and/or litter.
- If you need assistance with cleanup, make arrangements for such help through family, friends or advocates.

However, these animals are typically highly trained and work in partnership to increase the independence, safety, and mobility of the person with the disability. A housing provider may make inspections to determine whether unreasonable wear and tear is being caused by an animal for someone with a disability; however, these inspections cannot be any more stringent or often than those inspections of those residents without animals. The inspections should also follow the North Dakota's

¹ Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations Under the Fair Housing Act-Question 18

landlord/tenant law in regard to a landlord's right of entry and reasonable notice to a tenant/resident.

Removal of a Service, Assistive, Therapeutic, Emotional Support, or Companion Animal

If an animal is unruly or disruptive (aggressively jumping on people, nipping, or other troublesome behavior), the property manager should warn the tenant/resident to take corrective action. The housing provider may also ask the tenant/handler to remove the animal from the immediate area. If the animal's improper behavior happens repeatedly, the manager may tell the tenant not to bring the animal into any common area until significant steps have been taken to mitigate the behavior. Mitigation can include obedience training for the animal and/or refresher training for both the animal and the tenant/resident. A housing provider has the right to request an animal be removed if it continues to be noisy or disruptive or a different animal be obtained which is not noisy or disruptive.

Requiring Additional Insurance Coverage, Security Deposits, Pet Deposits, or Additional Rent for an Animal Needed by a Tenant/Resident with Disabilities

Fair housing laws prohibit imposition of additional burdens on the residency of a person with a disability if those tenancy provisions would subject that person to different and/or more adverse treatment than a similarly situated person without a disability. Imposing an additional term such as additional insurance coverage, security deposit, a pet deposit, and/or increased rent for a service, assistive, therapeutic, emotional support, or companion animal would subject a person with a disability to different and/or adverse treatment because of their disability. Regardless of whether a property allows pets, a resident with disabilities who needs an animal is not required to pay a pet deposit or pay any pet-related fees. Remember animals for those with disabilities are thought of as auxiliary aids, like a wheelchair, versus as a pet.

A housing provider can enforce the same conditions of tenancy/residency against a person with a disability as are imposed on persons without disabilities. For example, the lease may contain a clause that the tenant is liable for harm caused by his or her negligence. The housing provider would enforce this clause against a resident who is using a barbecue that malfunctions and causes a fire damaging to another resident's property and/or person. A housing provider enforces the same provision against a tenant with a disability who fails to control his/her animal. The key is uniform treatment and enforcement of terms and conditions for which a reasonable accommodation is not required.

Requiring Proof of Inoculation

Requiring proof of inoculation of a service, assistive, therapeutic, emotional support or companion animal would likely be permitted under certain circumstances. For example, a lease agreement includes provisions requiring tenants to abide by all applicable state and local laws. The housing provider enforces these provisions against tenants with respect to storage and/or use of vehicles, equipment, firearms, etc. on the subject premises. If there is a local law

requiring inoculation and/or licensing of all animals, the housing provider may require proof that the animal meets the local requirements in that area as well.

An alternative rationale for this provision may be that no accommodation that creates a material risk to health and/or safety is reasonable. Proof of inoculation establishes that there is no material risk to health and/or safety in respect to inoculations.

What about Other Tenants/Residents who are Afraid of or Allergic to Animals?

While some people might have fear of dogs or other animals, this fear does not typically amount to meeting the definition of disability under law, so a housing provider need not "accommodate" the fear. For most people with allergies, the presence of an animal will cause only minor discomfort, such as sneezing or sniffing. Because this reaction does not meet the definition of disability under law, no accommodation is necessary for the person with the allergy. In rare situations, a tenant's allergy is so severe that they meet the definition of disability under law and animal contact may cause respiratory distress. In these cases, the resident with the allergy may also request an accommodation. For example, to keep the animal and the resident with the allergy in separate areas of the building as much as is possible, to use different routes, increased vacuuming to remove hair or dander, increased shampooing of the animal, etc. In these situations, it's important for the parties to work together to find a solution which can accommodate both resident's disabilities.

Areas Off Limits to Animals

Management may designate certain areas off limits to service, assistive, therapeutic, emotional support or companion animals, such as swimming in the pool or inside the sauna room. However, such designations should not infringe upon the right of a person with disabilities to full enjoyment of the amenities of the community.

Other Frequently Asked Questions Regarding Animals Needed for Those with Disabilities

- *How do I know an animal is safe to be around?* Service dogs are carefully screened for temperament and stability *before* they are trained and placed with persons with disabilities. These professional animals are focused on their human partners and their work. Other types of animals for people with disabilities must be under the control of their handler at all times.
- *How do I recognize a service, assistive, therapeutic, emotional support, or companion animal?* Most of the working animals wear a tag, vest, harness or backpack identifying the animal when they are in areas of public accommodation. Animals in their housing environment are not required to be identified in similar capacities.
- *May I pet the animal?* No, not when the animal is working or without approval from the owner. Petting is distracting and these animals need to focus on

the instructions and needs of their human partner. Do not call or distract the animal with whistles and sounds, as this could endanger their partner.

- *Some people do not look disabled. Why do they need an animal with them?* The human partner may have a “hidden disability,” for example, cancer, chronic back pain, seizure disorder, or a hearing impairment to name a few.
- *Can I ask the person, “What’s wrong with you?”* No. Federal law protects the privacy of persons with disabilities. They are not required to explain their disability in detail nor are they required to explain or demonstrate why they are accompanied by an animal.
- *Is the animal likely to “make a mess” indoors?* The working animals are carefully selected and trained to have excellent manners. A person with a disability who requires the use of any animal is responsible for any clean up and care. If damage occurs above reasonable wear and tear, it could be addressed with the resident as with any resident who is found to have allowed damage.

Awareness Training

Property management should ensure that staff is properly trained in the facility’s animal policies for those with disabilities, including the following suggested rules:

- Allow the animal to accompany the tenant/resident at all times and everywhere on the property except where animals are specifically prohibited under law.
- Do not pet or touch an animal without approval of its owner. Petting these animals when they are working may distract it from the task at hand.
- Do not feed an animal needed by those with disabilities. The animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
- Do not deliberately startle an animal that is assisting a person with disabilities. Avoid making noises at the animal (calling, whistling, etc.).
- Do not separate or attempt to separate a resident with disabilities from her or his animal.
- Avoid initiating conversation about the animal or the resident’s disabilities. If you are curious, you may ask if the tenant/handler would like to discuss it, but be aware that many people with disabilities do not care to share personal details about their disabilities or needs to accommodate.

Disclaimer

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Alternate formats for those with disabilities are available upon request. This information is not legal advice, for legal advice, please consult an attorney.

Remember, not all disabilities are visible. The nature of the person’s disability is a private matter, and you are not entitled to inquire for details except as it relates to approving a person for disability based housing or in approving the need of a reasonable accommodation or modification. If other tenants complain about the fact that they are not allowed to have a pet and want to know why you have made an exception, simply state that your company complies with fair housing laws. You can also refer your residents to the fair housing laws or to the HPFHC for further details.

As discussed previously, a service, assistive, therapeutic, emotional support, or companion animal does not need to wear any special identifying gear such as tags, harnesses or capes when in areas of housing. Owners/handlers are not required to carry any paperwork documenting the animal as a service animal.

A tenant/resident may train his or her own animal and is not required to provide any information about training or the specific tasks the animal performs. These rules are especially relevant for the working animal who accompanies its handler out in the public.

Resources

For more information, see:

- HPFHC Guide for Residents on Requests for Reasonable Accommodations and/or Modifications
- HPFHC Fact Sheet 4 on Reasonable Accommodations and Modifications and HPFHC Fact Sheet 5 on Animals for Those with Disabilities
- Joint Statement of the U.S. Department of Housing and Urban Development and the U.S. Department of Justice on Reasonable Accommodations Under the Fair Housing Act, May 17, 2004
- Federal Register Pet Ownership for the Elderly and Persons With Disabilities Federal Register: October 27, 2008 (Volume 73, Number 208)
- The U.S. Department of Housing and Urban Development memorandum "Insurance Policy Restrictions as a Defense for Refusals to Make a Reasonable Accommodation," June 12, 2006
- North Dakota Century Code-Chapter 47-16; Leasing of Property

If you have questions about this topic or other fair housing issues, please contact:

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Phone: 701-203-1077 Toll-Free: 866-380-2738 Email:
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FAIR HOUSING AND DOMESTIC VIOLENCE AND ASSAULT

FACT SHEET # 6

Published by the High Plains Fair Housing Center

The Violence Against Women Act (VAWA) was signed into law in 1994 and was groundbreaking legislation which addressed the issue of violence against women. In 2000 and 2005, the law was reauthorized and given additional power to protect a woman's rights when a victim of domestic violence, dating violence, sexual assault and stalking. The reauthorization was the result of increasing numbers of such reported violence. Survivors frequently suffered the "double victimization" of housing discrimination when landlords evicted or refused to rent to them because of "zero tolerance" policies on disturbing the peace, calls to police or violence committed by a member of the household or guest (whether authorized or not).

As the Department of Housing and Urban Development stated in a 2011 memorandum, "85% of victims of domestic violence are women. In 2009, women were about five times as likely as men to experience domestic violence." Women who belong to other protected classes, especially Black and Native American women, face domestic violence at rates significantly higher than those of White women. These statistics show how "zero tolerance" policies have a disparate impact on women, particularly women of color. **A disparate impact means that even if a landlord does not intend to discriminate against women, the landlord's actions are still harmful to women as a group while they do not have the same harmful effect on men as a group.** A person who is denied housing or evicted because she is a survivor of a domestic violence can be a victim of discrimination under the Fair Housing Act.

North Dakota Century Code 47-07.1 provides a mechanism to terminate a rental lease early due to domestic abuse. A tenant terminating a lease under this section is responsible for the rent payment for the full month in which the tenancy terminates and an additional

amount equal to one month's rent, subject to the landlord's duty to mitigate. The tenant is relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section.

Housing providers who assume that renting to a victim of domestic violence will be a threat to the health and safety of other tenants risk a fair housing violation. For example, a landlord refuses to rent to a female domestic violence victim yet rents to other victims of crime could be accused of discrimination.

Housing providers should also **not evict tenants for police calls for health and safety reasons or when police activity or arrests occur because of being a victim of domestic violence or assault.** For instance, a victim of domestic violence may have been arrested when s/he contacted the police for help because s/he was forced to fight back against her abuser in self defense. Evicting due to police calls could be gender discrimination in housing because women in domestic violence situations would be a primary source of police contact in those situations. If a victim fears s/he will be evicted for reporting domestic violence, s/he is more likely to keep the abuse a secret and not seek assistance. In regard to charging victims for damage caused by the abuser, housing providers should proceed with caution because it could be a fair housing violation if shown to have a disparate impact due to gender or if only charged in a domestic violence situation versus damage caused by other acts of crime which are not charged to those victims.

According to HUD, in Section 8, Section 811, Rural Development and other federal housing, "being a victim of domestic violence, dating violence, or stalking is not a basis for denial of assistance. [...] Further, incidents or

threats of abuse will not be construed as serious or repeated violation of the lease or as other 'good cause' for termination of the assistance, tenancy, or occupancy rights of a victim of abuse." Landlords and management may request documentation that incidents were domestic abuse, "but tenants may present third-party documentation of the abuse, including court records, police reports, or documentation signed by an employee, agent, or volunteer of a victim service partner, an attorney, or a medical professional from whom the victim has sought assistance" to ensure protection of housing rights under the VAWA provisions.

WAYS HOUSING PROVIDERS CAN ASSIST VICTIMS OF DOMESTIC VIOLENCE

- Make sure property is well-lit, safe and secure. Complete repairs that may pose a safety issue, such as broken windows and locks, in a timely manner.
- Acknowledge domestic violence protection orders and help to enforce them. Exclude the violent person from the premises. Assist in the pressing of criminal charges.
- Do not publish victim's addresses in newsletters or

give out information to anyone without a release from the tenant. Recognize that domestic violence is not a lease violation.

SIGNIFICANT FAIR HOUSING CASES INVOLVING DOMESTIC ABUSE OR ASSAULT

- Alvera et al v. C.B.M. et al (Oregon)
- Bouley v. Young-Sanbourin (Vermont)
- Warren v. Ypsilanti Housing Commission (Michigan)
- ACLU v. St. Louis Housing Authority (Missouri)
- Blackwell v. Urban Property Management (Colorado)
- ACLU v. Northend Village (Michigan)

If you want more information on fair housing or pursuing your fair housing rights when a victim of violence, contact HPFHC. If you have questions about domestic violence or suspect someone may be a victim, please contact the North Dakota Coalition Against Domestic Violence at 1-888-255-6240 or the National Domestic Violence Hotline at 1-800-799-SAFE for assistance.

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A FREQUENTLY ASKED RENTAL/FAIR HOUSING QUESTIONS

FACT SHEET # 7

Published by the High Plains Fair Housing Center

Below are the most commonly asked questions regarding fair housing laws:

How selective may I be of my tenants? You can be very selective so long as you use the same set of standards or requirements for all prospective tenants. These standards cannot be based upon race, color, gender, national origin, religion, disability or familial status. North Dakota state law also protects age, marital status and public assistance and the City of Grand Forks protects sexual orientation.

What should I look for in selecting a tenant? The most important thing for you to determine is whether the tenant will be able to pay the rent in a regular, timely manner. You will also want to know that the tenant will not disturb other tenants and will keep the unit in a reasonable condition. These questions can often be answered by references from previous landlords, income verification and/ or a credit bureau.

Does the law limit my advertising? Yes. Fair housing laws do not allow you to advertise a preference against a protected class. The law prohibits advertising which would be unlawful in practice. Although there are exemptions under state and federal fair housing laws for private sales and owner occupied four units or less housing, advertising is not exempted.

I want a racially balanced building. Can I maintain a quota? No. Quotas of any kind may be unlawful, because in order to maintain a quota it might be necessary to discriminate against some people protected under fair housing laws.

I'm afraid that a woman won't be able to do gardening or repairs. Can I rent to men only? No. If she is an otherwise qualified tenant, you cannot refuse to rent to her because of her gender. Many women are fully capable of maintaining a property, or they may choose to hire someone to do it for them. You can always check references, as long as you check for both women and men.

Can I set a dollar amount on the income I require of my tenants? Yes. You may establish reasonable minimum income criteria necessary for the applicant to afford the unit. This standard should be applied uniformly to all applicants. Keep in mind that the income need not come only from employment. Some persons have sufficient verifiable income from other sources that would enable them to qualify.

Under state or federal law, can an owner of an apartment complex refuse to rent any of its apartments to a family solely because the family includes a minor child? No. Familial status is protected under fair housing laws. Thus, a family with minor children cannot be denied housing solely due to their presence.

Are there any exceptions to this ruling? Yes. Complexes designed for the elderly are exempt but must meet certain guidelines. Advertising of vacancies require specific language such as "housing for older persons."

Can I make rules which govern the conduct of children? You have the right to adopt reasonable rules regulating the conduct of *all* tenants. Rules which address children *only* may be viewed as discriminatory.

I would like to limit the number of people in my apartments to two adults and two children. Is there a problem with this? HUD's current, general *guideline* is two persons per average-sized bedroom. This is not a rule or law and other factors such as the size of the unit and bedrooms, configuration of the unit and physical limitations may also have an impact on what is considered a reasonable occupancy standard. Any occupancy standard must apply to all tenants and cannot be specific to adults and/or children. For instance, one could not limit the number of *children* in a unit, but can limit the number of *individuals* in a unit.

I have always had older persons renting my apartments. Why can't I keep it that way? It would be very upsetting to my current tenants to have children in the building. You cannot rent just to older persons unless you meet the qualifications for being designated as housing for older persons. You cannot choose particular tenants based on the preferences of your current tenants if those preferences are discriminatory or based on any of the protected class statuses.

I recently painted my apartments. Must I rent to people in wheelchairs who may bump into and mark the walls? Yes. You cannot deny housing to qualified persons with disabilities. If there is damage that would be considered more than normal wear and tear, you may recover the repair costs through the security deposit like with any tenant.

A young man came to look at an apartment, and he did not appear to be well. I'm afraid he has AIDS. Do I have to rent to him? Yes. If he is otherwise qualified, you cannot refuse to rent to him because you believe he might have AIDS. A person with AIDS, or who is believed to have AIDS, is protected under the law from discrimination on the basis of physical disability. Current medical information is that AIDS is not contagious through casual contact so there is no danger to you or your tenants by renting to someone with AIDS.

A family with several children came to look at one of our apartments. The children were noisy and unruly, yelling and running in the hallways, and the parents made no attempt to control the children's behavior. Do I have to rent to this family? Not if you have reason to believe the family would not take care of the property or would not abide by the rules. Checking references may give you some additional

information about the past and present behavior of this family and provide you with documentation for your denial. You cannot refuse to rent to a person just because they have children, but you may refuse to rent to a person that you believe will not fulfill tenancy requirements that you apply to all tenants.

Can I refuse to rent to people whose sexual orientation offends me?

Sexual orientation is a protected class in the City of Grand Forks but is not currently a protected class elsewhere in North Dakota or under federal law.

My landlord refuses to make necessary repairs. Can I stop paying rent to force him to make repairs?

This is not a fair housing issue, unless the landlord is targeting you in some way because of a protected class status. This is a situation covered by landlord-tenant law, which specifies procedures to follow to require the landlord to make necessary repairs to the property or to terminate the lease.

If an applicant or tenant requests an accommodation due to a disability, can a housing provider require documentation that he or she needs the accommodation?

A housing provider may ask an applicant or tenant to verify that they have a disability and need an accommodation. The type of verification needed will depend on the specifics of the situation and may be provided by a doctor or other medical professional, a peer support group, or a service agency. However, the applicant or tenant is not required to tell the housing provider the specifics of their disability or to give the housing provider a full copy of their medical

history. They only need to provide proof that they have a covered disability, that an accommodation is needed, why the accommodation is needed, and why the accommodation they are proposing will be helpful. HPFHC Fact Sheet #4 addresses how to write a request for a reasonable accommodation or modification.

Can a housing provider evict a tenant who has filed a fair housing complaint and is now delinquent on rent?

Yes. A housing provider may follow previously established policies regarding non-payment of rent so long as the policy is being enforced consistently and in all situations regardless of whether a tenant is involved in a fair housing complaint or not. Housing providers may take appropriate action that would be applied to all tenants. However, it is unlawful to retaliate solely against persons who file complaints even where the discrimination complained of is not found to have merit.

The apartments on the upper floors of my building have balconies. I don't think they're safe for children to play. Can I refuse to rent these apartments to families with young children?

No. It is up to the parents or guardians who will be renting the apartment to decide if it is a suitable place for their family.

Do I have to rent to sexual offenders or people with criminal histories?

Currently, North Dakota state and federal laws do not include protection from discrimination for individuals convicted of sexual offenses or who have criminal records.

The mission of the High Plains Fair Housing Center is to strengthen communities and to ensure equal access to fair housing in the region through training, education, enforcement and advocacy. For more information please contact:

Phone: 701-203-1077 Toll Free: 1-866-380-2738; Email: highplainsfairhousing@gmail.com; www.highplainsfhc.org

The work that provided the basis for this publication was supported by funding under a grant/cooperative agreement with the U.S. Department of Housing & Urban Development. The substance and findings of this work are dedicated to the public. This information is not itself legal advice; for legal advice about a particular situation, contact an attorney. Alternative formats for those with disabilities available upon request. © Fair Housing Center of Central Indiana 2012. Used with permission.





701.203.1077 phone

866.380.2738 toll free

www.highplainsfhc.org

FAIR HOUSING ACCESSIBILITY REQUIREMENTS

FACT SHEET # 8

Published by the High Plains Fair Housing Center

In 1988, the federal Fair Housing Act was amended to include protection from discrimination in housing for people with disabilities. One of the regulations within the amendment includes the requirement that covered multi-family housing be built to be accessible to people with disabilities.

Is accessibility a problem? According to the 2005 report, *Discrimination Against Persons with Disabilities: Barriers at Every Step*, the U.S. Department of Housing & Urban Development found "More than a third of rental homes and apartments that are advertised in the City of Chicago and surrounding Cook County are in buildings that are inaccessible for wheelchair users even to visit...In other words, at best, a person who uses a wheelchair is limited to only about two-thirds of the Chicago area rental housing market from the outset." Although the research focused on housing in Chicago, there is no known report refuting these statistics as being unreasonable or unique to the Chicago market.

Accessible housing makes a property more marketable and benefits everyone. When housing is accessible, prospective or current tenants or residents, and their guests - with or without disabilities - have a safer and more convenient environment in which to live and enjoy. The accessible features make the property more marketable, as it fits with the needs of society as a whole. Accessibility features allow housing providers to adapt to the changing needs of their tenants/residents, many of whom wish to age in place.

Fair Housing Act as Amended in 1988

- Prohibits housing discrimination on the basis of race, color religion, sex, national origin, familial status, or disability. North Dakota state law also protects age, marital status and public assistance. Under a local ordinance, the city of Grand Forks provides protection due to sexual orientation.
- Sets certain requirements for accessible design in new construction. Covers privately owned and publicly assisted residential multi-family dwellings built for first occupancy after March 13, 1991. Covers multi-family dwellings and all types of buildings for four or more units.
- Includes condos, single-story townhouses, garden apartments, vacation timeshares, dormitories, homeless shelters; when used as a residence.
- Requires covered buildings with an elevator to make all units accessible.
- Requires covered buildings without an elevator to make all ground-floor units (including ground-floor at different levels in the same building) accessible.

Seven Technical Requirements

Based on the amended federal Fair Housing Act; there are seven technical requirements in the accessibility guidelines

for covered buildings.

1. Accessible Entrance on an Accessible Route
2. Accessible Public and Common Use Areas
3. Usable Doors
4. Accessible Routes into and through the Dwelling Unit
5. Accessible Light Switches, Electrical Outlets, and Environmental Controls
6. Reinforced Walls in Bathroom(s)
7. Usable Kitchens and Bathrooms

Accessible Entrance on an Accessible Route

- If separate entrances for ground-floor units, each entrance must be accessible.
- If common entrances to a multi-unit building, at least one entrance - typically used by the resident for entering the building - must be accessible.
- An accessible entrance must be located on a route that a person in a wheelchair can easily travel, leading to and from meaningful locations; e.g., parking, public transportation, other buildings in the complex, and amenities such as laundry room, recreational facilities etc. (Refer to ANSI, Section 4.3)

Accessible Public and Common- Use Areas

- Parking areas, curb ramps, passenger loading areas, building lobbies, lounges, halls and corridors, elevators, public use restrooms, and rental or sales offices must be accessible to people with disabilities.
- These include: drinking fountains/water coolers, mailboxes, laundry rooms, community and exercise rooms, swimming pools, playgrounds, recreation facilities, nature trails.

Usable Doors

- Doors must be wide enough to enable a person in a wheelchair to maneuver through them easily.
- These include: public and common use doors, doors leading into an individual dwelling unit, and all doors within the dwelling unit itself. (Doors in public or common use areas can comply by using ANSI standards.)
- For wheelchairs, doors must have a minimum clear opening width of 32" (measure from face of door to the stop, with door open 90 degrees).
- All types of doors are covered; hinged doors, sliding doors, folding doors.
- Doors leading to any outdoor amenities the dwelling may have - balcony, patio, deck - are covered. If a deck or patio has doorways leading into two or more separate rooms, all these doors must be usable.

Accessible Routes Into and Through Dwelling Unit

- Thresholds of a unit's exterior doors may not exceed 1/2" (also applies to sliding door tracks).
- In single story units, changes in height of 1/4" to 1/2" must be beveled. Those greater than 1/2" must be ramped or have other means of access.
- Minimum clear width for accessible route inside the unit is 36".
- Hallways, passages, and corridors must be wide enough to allow room to maneuver a wheelchair throughout the unit.

Accessible Light Switches, Electrical Outlets, and Environmental Controls

- Operable parts of controls must be no lower than 15" and no higher than 48".
- Switches, outlets, thermostats, and controls must be accessible to people in wheelchairs.

Reinforced Walls in Bathroom

- Walls in bathrooms must be reinforced so that grab bars near the toilet, tub, shower, and shower seat, if provided, can be added later. (Refer to diagrams in HUD guidelines for locations and acceptable dimensions of wall reinforcements.)

Usable Kitchens and Bathrooms

- A minimum of 40" of clear floor space is required in kitchens to allow a person in a wheelchair to maneuver between opposing base cabinets, countertops, appliances, or walls.
- A U-shaped design requires a minimum of 5' in diameter clear space, or removable cabinets at the base of the "U."
- Appliances must be located so they can be used by a person in a wheelchair. A 30"x48" clear floor space is required for a parallel or forward approach.
- Adequate maneuvering space is required in bathrooms so that a person in a wheelchair can easily enter, close the door, use the facilities and fixtures, and exit.

HUD guidelines provides two sets of specifications for suitable

bathrooms: Option A and Option B.

- With Option A, all bathrooms must include providing a basic degree of maneuverability to meet Option A requirements.
- With Option B, only one bathroom must meet Option B requirements, which provide for a stricter degree of maneuverability. Other bathrooms require usable doors, reinforced walls, switches/outlets in accessible locations, and must be on an accessible route.

Safe Harbors

HUD recognizes ten safe harbors for compliance with the Fair Housing Act's design and construction requirements. Contact the HPFHC for a complete list or visit www.fairhousingfirst.org

Additional Section 504 Requirements

Be aware that if the housing project receives federal funding, Section 504 of the Rehabilitation Act of 1973 applies in addition to the federal Fair Housing Act accessibility requirements. All federally assisted new construction housing developments with 5 or more units must:

- Design and construct 5 percent of the dwelling units, or at least one unit, whichever is greater, to be accessible for persons with mobility disabilities. These units must be constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) or a standard that is equivalent or stricter.
- An additional 2 percent of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

Remember, this is in addition to the requirements under the federal Fair Housing Act.

Resources

- High Plains Fair Housing Center www.highplainsfhc.org
- HUD Fair Housing Act Design Manual (located on the HPFHC resource page.)
- Fair Housing Accessibility First www.fairhousingfirst.org

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Division of Human Rights or you may file a civil action in state court. For more information on this process, please refer to our brochure on How to File a Discrimination Complaint in North Dakota, which is available in hard copy or on our website noted below.

Investigation

If a formal complaint is filed, the Division will conduct a thorough investigation into the allegations contained in the complaint. After gathering and reviewing all available evidence, Division staff will determine whether there is "reasonable cause" to believe that unlawful discrimination occurred. If the allegations are not supported by available evidence, the complaint will be dismissed. If a reasonable cause finding is issued, the Division will provide for an administrative hearing on the complaint to determine what remedy is necessary to correct the effects of the discriminatory practice.

The Division will emphasize conciliation to resolve complaints. The parties to a complaint may agree to settle the complaint at any time.

Possible Remedies

Remedies may include: hiring, reinstatement, promotion, restored benefits, reasonable accommodation, providing assistive devices to make services available, back pay, equitable relief (non-monetary), and injunctions to stop discrimination from recurring. Equitable relief may include attendance of the offending party at educational classes pertaining to discrimination.



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Summary

The following chart summarizes the protected categories that apply to each type of discrimination.

Protected Categories by Type of Discrimination

	Employment	Housing	Public Accommodations	Public Services	Credit Transactions
Race	•	•	•	•	•
Color	•	•	•	•	•
National Origin	•	•	•	•	•
Religion	•	•	•	•	•
Sex	•	•	•	•	•
Age	•	•	•	•	•
Disability*	•	•	•	•	•
Marital Status	•	•	•	•	•
Public Assistance	•	•	•	•	•
Familial Status		•			
Domestic Violence		•			
Lawful Activity	•				

*Including prohibited medical inquiries and the release of confidential medical information.

Have Additional Questions?
Need assistance with this information?
Contact us at:

Contact us at:

**North Dakota Department of
Labor and Human Rights**
600 East Boulevard Ave, Dept. 406
Bismarck, ND 58505-0340

Phone - (701)328-2660 or 1-800-582-8032
TTY (Relay ND) - 1-800-366-6888 or -6889
Fax - (701)328-2031

E-Mail - labor@nd.gov
Web site - nd.gov/labor

Rev. 10/17

Human Rights Protections in North Dakota

An Overview of Discrimination Laws and Remedies



Labor and Human Rights

Human Rights Laws

North Dakota citizens are protected from unlawful discrimination under state and federal law. Under state law, protection is provided by the North Dakota Human Rights Act and the North Dakota Housing Discrimination Act. Protection is also provided under several federal laws, including: Title I of the Americans with Disabilities Act (ADA) of 1990, Title VII of the Civil Rights Act of 1964 (Title VII), as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act (ADEA) of 1967, as amended, the Equal Pay Act (EPA), and the Federal Fair Housing Act.

The Human Rights Division of the North Dakota Department of Labor and Human Rights is responsible for enforcing the provisions of these laws. This responsibility includes receiving and investigating complaints alleging discriminatory practices, mediating or conciliating settlements, and enforcing remedies when discrimination is determined to have occurred. In addition, the Division is responsible for educating the public about rights and responsibilities under human rights laws and for studying the nature and extent of discrimination in North Dakota.

In order to preserve complainants' rights under federal law, the Human Rights Division "dual" files eligible employment charges with the federal Equal Employment Opportunity Commission (EEOC) and conducts the investigation for the EEOC under the terms of a Worksharing Agreement. Similarly, eligible housing cases are "dual" filed with the U.S. Department of Housing and Urban Development (HUD) under a Cooperative Agreement.

Protected Categories

You are only protected from discrimination or retaliation if you are a member of a protected class or were participating in protected activity. Under North Dakota human rights laws, it is unlawful for any person to be discriminated against because of his or her:

- Race
- Color
- National Origin
- Religion
- Sex
- Age (40 years old and older)

The Human Rights Division of the North Dakota Department of Labor and Human Rights investigates charges of unlawful discrimination in employment, housing, public services, public accommodations, and credit transactions. This brochure provides information on human rights laws and types of remedies available.

- Mental or Physical Disability
- Marital Status
- Receipt of Public Assistance (either state or federal assistance)
- Familial Status (the presence of children under the age of 18, being pregnant, or in the process of obtaining legal custody of a minor child) (housing only)
- Status as a victim of domestic violence in certain circumstances (housing only)
- Participation in Lawful Activity (off the employer's premises during non-working hours which is not in direct conflict with the essential business-related interests of the employer (employment only)).

Types of Unlawful Discrimination

Discrimination is prohibited under North Dakota law in employment, housing, public services, public accommodations and credit transactions. In these areas, protections from discrimination based on your status in a protected category include:

- Employment-regarding terms and conditions of employment such as hiring, selection, promotion, transfer, pay, discharge and discipline.
- Housing - including sale or rental of real estate, application of realtor or brokerage services, and mortgage lending. A few examples of possible types of discrimination in housing are: 1) altering the terms, conditions or privileges of a transaction, 2) refusing to show or rent a rental unit, 3) refusing to receive or transmit a bona fide offer, 4) misrepresenting that a property is not available for rent or sale, and 5) eviction.
- Public Accommodations - by failing to provide a person access to the use of any benefit from the services and facilities offered by privately owned businesses. Places of public accommodation include a wide range of entities, such as restaurants,

hotels, theaters, doctors' offices,

pharmacies, retail stores, museums,

libraries, parks, private schools, and day care centers. If a place of public

accommodation has an architectural or communication barrier, such barrier must be removed if removal is readily achievable. If

removal of the barrier is not readily achievable, accessibility to the goods,

services, privileges, advantages or

accommodation must be made available through alternative methods.

Public Services - by failing to provide a

person access to the use of and benefit of services and facilities provided by public

entities.

Credit Transactions - including denying

credit, increasing the charges or fees,

increasing the amount of collateral required to secure credit, restricting the amount of

credit extended or imposing different terms or conditions with respect to credit.

Reasonable Accommodations

Employers, housing providers, public accommodation providers, and public service providers are required to make "reasonable" accommodations to allow persons with disabilities equal access to employment, housing, services, and facilities. Examples of reasonable accommodation may include: making existing facilities readily accessible to and usable by an individual with a disability; restructuring a job; modifying work schedules; acquiring or modifying equipment; providing qualified readers or interpreters; or appropriately modifying examinations, training, or other programs.

Filing a Complaint

If you believe you have been discriminated or retaliated against in any of the areas listed above because you are a person in a protected class or were participating in a protected or lawful activity, you may file a complaint with the

MEDICAL/MENTAL HEALTH SERVICES

BARNES COUNTY Health District	701-845-8518
Mercy Hospital – Valley City	701-845-6400
DICKEY COUNTY Health District	701-349-4348
Oakes Community Hospital	701-742-3291
FOSTER COUNTY Public Health	701-652-3087
CHI St. Alexis – Carrington	701-652-3141
GRIGGS COUNTY Public Health	701-332-5624
Cooperstown Medical	701-797-2221
LAMOURE COUNTY Public Health	701-883-5356
LOGAN COUNTY Public Health	701-252-8130
Napoleon Clinic	701-754-2322
MCINTOSH COUNTY Public Health	701-288-3957
Ashley Medical Center	701-288-3285
Wishak Hospital	701-754-2326
STUTSMAN COUNTY	
Central Valley Health	701-252-8130
Essentia Health	701-253-5300
Jamestown Regional Medical	701-252-1050
Medallus Urgent Care Center	701-401-8496
ND State Hospital	701-253-3650
Sanford Health	701-251-6000
SCHSC Crisis Line	701-253-6304
South Central Human Service	800-260-1310
WELLS COUNTY Public Health	701-547-3756
Harvey Medical Center	701-324-4651

EMERGENCY FOOD PANTRIES

Barnes County	701-845-4300
Salvation Army	701-840-0098
Dickey County – Ellendale	701-349-3406
Oakes Area	701-742-3576
Foster County – Carrington	701-652-2333
Griggs County – Cooperstown	701-797-3278
McIntosh County – LaMoure	701-778-7031
Logan County – Gackle	701-754-2283
Stutsman County:	
Community Action Region VI	701-252-1821
Salvation Army	701-252-0290
Progress Enterprises	701-251-2964

HOUSING/RENTAL ASSISTANCE

Community Options	701-223-2417
Barnes County – Valley City	701-845-2600
Dickey/Sargent County – Ellendale	701-349-2217
Foster County – Carrington	701-652-3276
Griggs County – Cooperstown	701-662-3099
High Plains Fair Housing	701-203-1077
LaMoure/McIntosh Counties – Ashley	701-288-3645
Logan/Stutsman/Wells Counties – Jamestown	701-252-1098

ADDITIONAL RESOURCES

ND Navigator (health insurance)	800-233-1737
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For additional copies of this pocket resource guide, contact MFP Housing at 800-233-1737.
Revised 4/11/24

WHERE TO GO FOR HELP

MONEY FOLLOWS THE PERSON

This is not a complete list of services. For more information, call 2-1-1 or visit www.myfirstlink.org

JAMESTOWN / SURROUNDING AREAS

ALCOHOL/SUBSTANCE ABUSE TREATMENT/SUPPORT	
South Central Human Service Center	701-253-6300

EMERGENCY SHELTERS

BISMARCK	
Welcome House	701-751-1218
Abused Adult Resource Center	701-222-8370
DEVILS LAKE	
Lake Region Community Shelter	701-662-3732
FARGO	
Dorothy Day House	218-233-5763
Fraser	701-356-8585
Gladys Ray	701-364-0116
YWCA	701-232-3449

ADVOCACY/ADULT SERVICES

Community Options 701-223-2417
 Freedom Resource Center – Jamestown 701-252-4693
 ND Center for Persons with Disabilities 800-233-1737
 Options Resource Center for Ind. Living 218-773-6100
 Protection & Advocacy 800-472-2670

EMPLOYMENT

Community Options 701-223-2417
 Jamestown Job Service 701-253-6200
 Job Service of ND 701-328-2825
 Vocational Rehabilitation 701-252-6388
 Unemployment Insurance 701-328-4995

MEDICATION ASSISTANCE

Prescription Connection for North Dakota 888-575-6611
 Prescription Drug Repository Program 888-575-6611

DOMESTIC VIOLENCE/RAPE CRISIS AGENCIES

Barnes County – Valley City 701-845-0072
 Dickey County – Ellendale 701-349-4729
 Foster County – Jamestown 701-251-2300
 Sargent County – Ellendale 701-349-4729
 Stutsman County – Jamestown 701-251-2300

LEGAL ASSISTANCE

Legal Services (Under 60 years old) 800-634-5263
 Legal Services (60+ years) 866-621-9886

COUNTY SOCIAL SERVICES

Barnes County Social Services 701-845-8521
 Dickey County Social Services 701-349-3271
 Foster County Social Services 701-652-2221
 Griggs County Social Services 701-797-2127
 LaMoure County Social Services 701-883-5301 ext.7
 Logan County Social Services 701-754-2283
 McIntosh County Social Services 701-288-5170
 Stutsman County Social Services 701-952-6850
 Wells County Social Services 701-547-3694

VETERAN RESOURCES

Barnes County – Valley City 701-845-8511
 Dickey County
 Oakes 701-742-2223
 Ellendale 701-349-3249
 Foster County – Carrington 701-652-2170
 Griggs County – Cooperstown 701-797-3717
 LaMoure County – LaMoure 701-833-5301
 Logan County
 Kidder County Veteran Services 701-475-2206
 Napoleon 701-754-2751
 McIntosh County – McPherson 701-452-2885
 Stutsman County – Jamestown 701-252-9043
 Wells County – Harvey 701-324-2888
 National Veterans Administration 800-827-1000
 Region VI Community Action 701-252-1821
 Veterans Crisis Line 800-273-8255

TRANSPORTATION ASSISTANCE

North Dakota Association for the Disabled 800-532-6323

COUNTY SHERIFF OFFICES

Barnes County 701-845-8530
 Dickey County 701-349-3215
 Foster County 701-652-2251
 Griggs County 701-797-2202
 LaMoure County 701-883-5720
 Logan County 701-754-2495
 McIntosh County 701-288-5160
 Stutsman County 701-252-9100
 Wells County 701-547-3211

THRIFT STORES

Christy's Closet – Carrington 701-653-5287
 Goodwill Store – Jamestown 701-253-7301
 Lisbon Open Door Center 701-683-2201
 Lovingly Used-Clothing – Carrington 701-652-2858
 More for Less – Cooperstown 701-797-3499
 Nearly New – Valley City 701-845-1022
 Nitas Attic – Jamestown 701-952-2795
 Nitas Attic/Coffee Haus – Napoleon 701-754-2528
 Salvation Army – Jamestown 701-251-9142
 Thrift E-Shop – Valley City 701-845-4189
 Thrift Shop – Fessenden 701-547-3361

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

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER’S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, [ENTER SPECIFIC CONTACT INFORMATION, WEBSITE, AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER OR A COPY OF THE APPLICABLE VAWA EMERGENCY TRANSFER PLAN]. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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)		
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).

- 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

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.

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.

**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 additional 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).

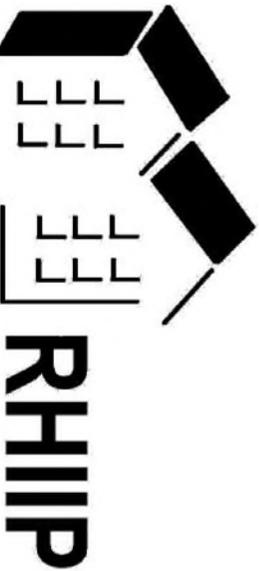
Tenant. The family member (or members) who leases the unit from the owner.

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.



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

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

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

February 2010

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements.

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

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information

reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information

reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information

reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third-party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft.

Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: https://www.hud.gov/program_offices/public_indian_housing/programs/bh/eiv

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature _____

Date _____

Mold in My Home: What Do I Do?

This fact sheet provides information to people who have experienced water damage to their home. It presents the health concerns related to mold exposure. It also provides general guidelines on mold detection, cleanup and removal of mold contaminated materials.

ABOUT MOLD

What is it?

Molds are simple, microscopic organisms found virtually everywhere, indoors and outdoors. Molds are an important part of the life cycle because they act to decompose organic matter. Molds can be found on plants, foods, dry leaves and other organic material. Because mold spores are very tiny and lightweight, they can travel through the air. Mold growths often can be seen in the form of discoloration ranging from white to orange and from green to brown or black.

Should I be concerned about mold in my home?

Yes, if the contamination is extensive. When airborne mold particles, such as mold spores, are present in large numbers, they can cause allergic reactions, asthma episodes, infections and other respiratory problems for people. Mold also can cause structural damage to your home.

Why does mold grow?

Mold grows when environmental conditions are favorable. Those conditions include a food source, the right temperature and the presence of moisture. Because molds will decompose a wide variety of materials and many molds thrive at room temperature, moisture control becomes the key factor to preventing indoor mold growth.

Can mold become a problem in my home?

Yes, if there is moisture available to allow mold to thrive and multiply. Common moisture sources include:

- Flooding
- Backed-up sewers
- Leaky roofs
- Humidifiers
- Damp basements or crawl spaces

- Constant plumbing leaks
- Shower/bath steam and leaks
- Clothes dryers and combustion appliances (stove, furnace, water heater, etc.) not exhausted to the outdoors

HEALTH EFFECTS

How am I exposed to indoor molds?

It is common to find mold spores in the air of homes and growing on damp surfaces. Much of the mold found indoors originates from an outdoor source; therefore, everyone is exposed to some mold on a daily basis. Because people spend a great deal of time indoors and buildings tend to have limited outdoor air ventilation, an indoor source of mold can create higher indoor concentrations of airborne mold spores.

How much mold can make me sick?

It depends. Molds spores primarily cause health problems when they become airborne and are inhaled in large numbers. For some people, a relatively small number of mold spores can cause health problems. For others it may take much more. There are no health-based standards or exposure limits for mold. The basic rule is, if you can see or smell mold, take steps to eliminate the excess moisture and to clean up and remove the mold.

Who is at greater risk when exposed to mold?

Exposure to elevated concentrations of mold is not healthy for anyone. The following individuals appear to be at higher risk for adverse health effects of molds:

- Infants and children
- Elderly
- Immune-compromised patients (people with HIV infection, cancer chemotherapy, liver disease, etc.)
- Pregnant women
- Individuals with existing respiratory

conditions such as asthma, allergies and multiple chemical sensitivity

What symptoms are common?

Typical symptoms (alone or in combination) include:

- Respiratory problems, such as wheezing and difficulty breathing
- Nasal and sinus congestion
- Eye problems, such as burning, watering, reddening, blurred vision and light sensitivity
- Dry, hacking cough
- Sore throat
- Nose and throat irritation
- Shortness of breath
- Skin irritation
- Aches and pains
- Fever

The symptoms above can be contributed to many causes. People who are experiencing one or more of these symptoms should seek assistance from a physician.

Are some molds more hazardous than others?

Yes. All molds can cause health problems; however, some species of mold are more capable of causing infections than others. In addition, some molds produce mycotoxins. Although the health effects from exposure to mycotoxins are unclear at this point, people should exercise added caution when dealing with a mold species known to produce a mycotoxin.

DETECTION OF MOLD

How can I tell if I have mold in my house?

The easiest way to know is if you see mold growth. If there is a musty or earthy odor, or if the house exhibits chronic moisture control problems, you can assume you have a mold problem. Also, allergic individuals may experience the symptoms listed on the front of this sheet. Mold growth may be found behind walls or underneath materials where water has damaged the surface. Look for discoloration of drywall or plaster.

Should I test my home for mold?

Testing is not recommended as the first step to determine if you have a mold problem. Reliable sampling for mold can be expensive and requires equipment not usually available to the general public.

Few standards are available for judging what is an acceptable quantity of mold. All locations contain some level of mold. The simplest approach is: If you can see or smell mold, you have a problem. Unless the source of moisture is found and removed and the contaminated area cleaned and disinfected, mold growth is likely to recur. Once you know the problem exists, follow the clean-up steps below.

GENERAL CLEAN-UP

1. Identify and fix the moisture source.
2. Remove the mold.
3. Clean, disinfect and dry the area.

It is most critical to remove the source of the moisture in order to ensure that the mold growth will not return.

Removing the source of moisture is especially important before replacing any discarded items with new materials in order to prevent the new materials from becoming moldy.

What can I save? What should I discard?

Porous materials such as paper, wallboard, carpet, sheetrock, and insulation that exhibit mold growth should be discarded. Because of the porous nature of these items, mold growth is typically throughout the material, making them very difficult to clean thoroughly. Harder surfaced materials such as glass, plastic or metal can be kept after they are cleaned and disinfected. Foundation materials that are impractical to remove should be

assessed on a case-by-case basis and may need to be inspected by a building inspector for structural damage.

The important thing to remember when considering what to keep and what to discard is that the mold needs to be removed. Simply killing the mold may be inadequate because it does not remove the mold allergens from the environment.

Can mold cleanup be a health hazard?

Yes. Exposure to mold can occur during the mold removal and cleaning stage. Whether you or a professional contractor is doing the cleanup, steps should be taken to protect the health of the workers and other occupants.

- Have sensitive people leave the area while the work is being done.
- Wear protective clothing (that can be cleaned thoroughly or discarded), gloves, goggles and breathing protection.
- Seal off the area as much as possible. This would include covering any air vents near the work area.
- Remove any furnishings from the area for later cleaning.
- Use negative pressure in the work area if possible, or at least provide ventilation (open window, etc.).
- Use a HEPA air filter in the work area if one is available.

Mold Removal

Remove all porous materials such as ceiling tile, sheetrock, carpet and insulation that exhibit mold growth. Bag and seal all moldy material before removal from the work area. A vacuum can be used to help cleanup, but only a vacuum with a high efficiency particulate air (HEPA) filter.

Cleanup

Before disinfecting contaminated areas, clean the areas to remove as much mold (and material it is growing on) as possible. Clean with a non-ammonia detergent in hot water:

- Scrub the entire area affected by the moisture.
- Use a stiff brush or cleaning pad on block walls or uneven surfaces.
- Rinse the area with clean water.
- Thoroughly dry the area as quickly as possible.
- Repeat the cleaning as necessary to remove the mold.

Disinfect Surfaces

After removing as much of the mold as possible, a disinfectant can be used to kill mold that might remain. The Most common disinfectant used by homeowners is bleach. There are other products on the market for disinfecting the area being cleaned. For correct mixing ratio of water to disinfectant follow manufactures instructions.

- Apply a thin coat of bleach solution to the entire area, ensuring that the entire area is cleaned, not just where the moisture problem occurred and the mold growth was removed.
- Use a sprayer or a sponge to apply the solution liberally, but avoid excessive amounts of runoff or standing pools.
- Allow the area to dry naturally. Drying time is important for the disinfectant to be effective at killing mold and bacteria.

WARNING! Never mix bleach & ammonia. The fumes are toxic!

After cleaning everything thoroughly, can I still have mold odors?

Yes. It is possible that odors may persist. Continue to dry out the area and search for any hidden areas of mold growth. If the area continues to smell musty, you may have to clean the area again. Follow the cleaning steps on this fact sheet. Continue to dry and ventilate the area. Do not replace flooring or begin to rebuild with finish materials until the area has dried completely.

FOR ASSISTANCE CONTACT:

Indoor Air Quality Program
Division of Waste Management
Phone: 701.328.5166
Fax: 701-328-5185

- <https://deq.nd.gov/>

NORTH
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North Dakota Department of
Environmental Quality
Division of Waste Management
4201 Normandy Street
Bismarck, ND 58503-1324



Protect Your Family From Lead in Your Home



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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).



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.

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.



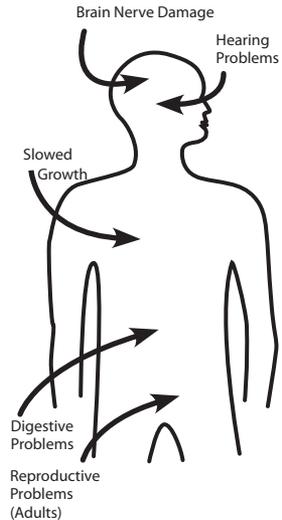
Women of childbearing age should know that lead is dangerous to a developing fetus.

- 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.

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

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.

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.

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.

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.

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.

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.

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.

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*.

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.

-
- **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.

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

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

EPA-747-K-12-001
March 2021

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).

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

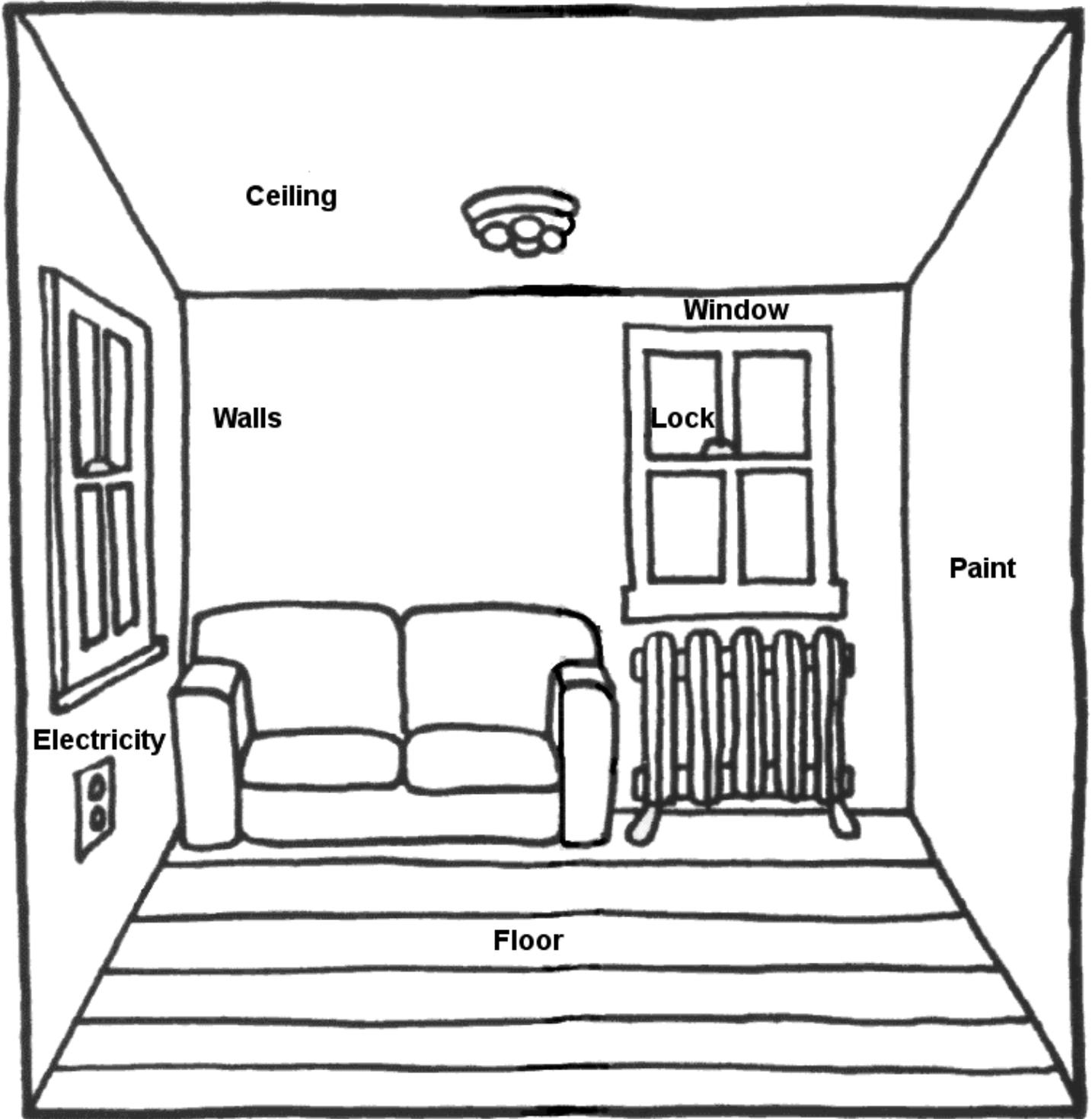
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

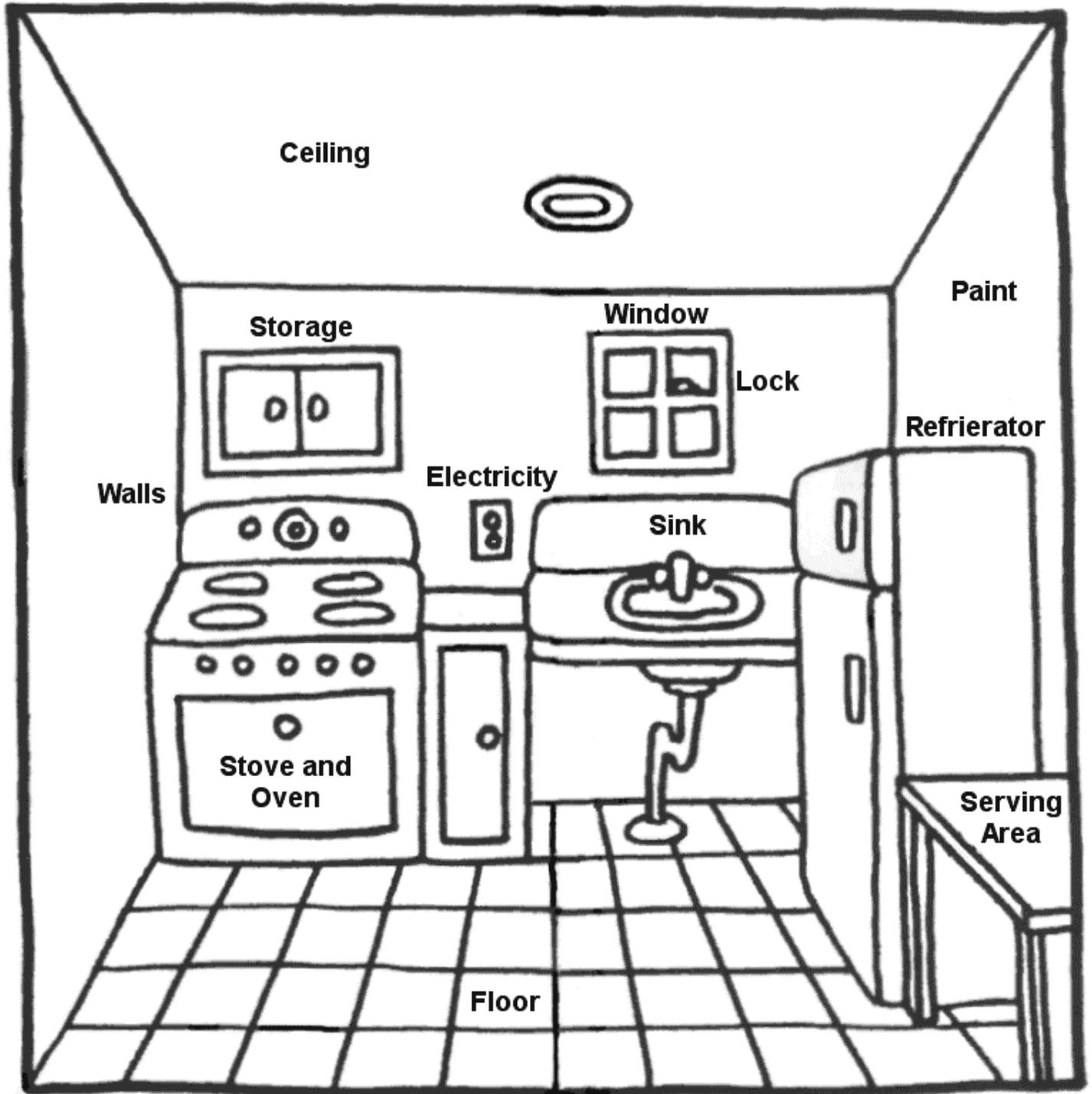
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

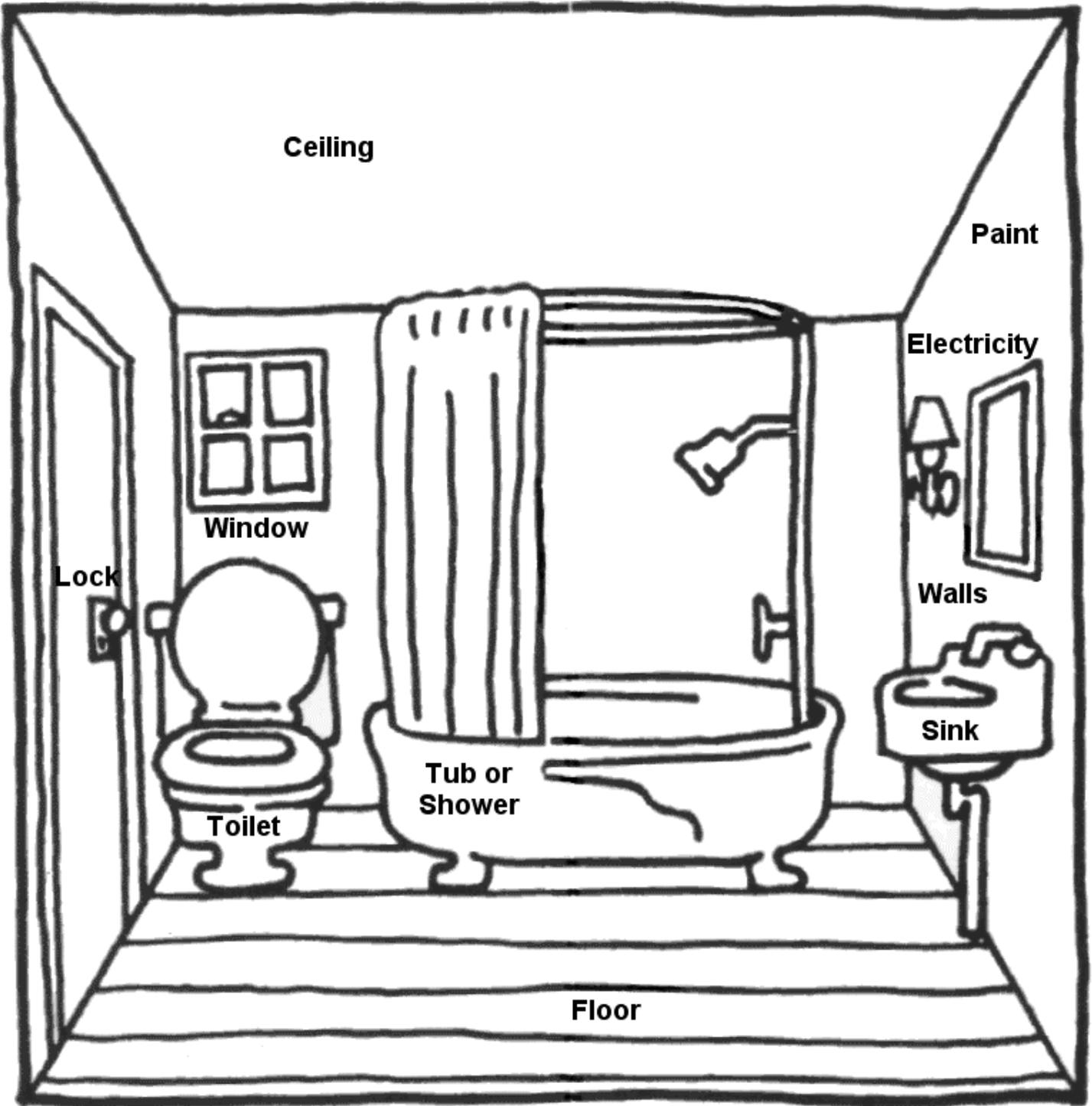
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or
Shower

Sink

Floor

4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

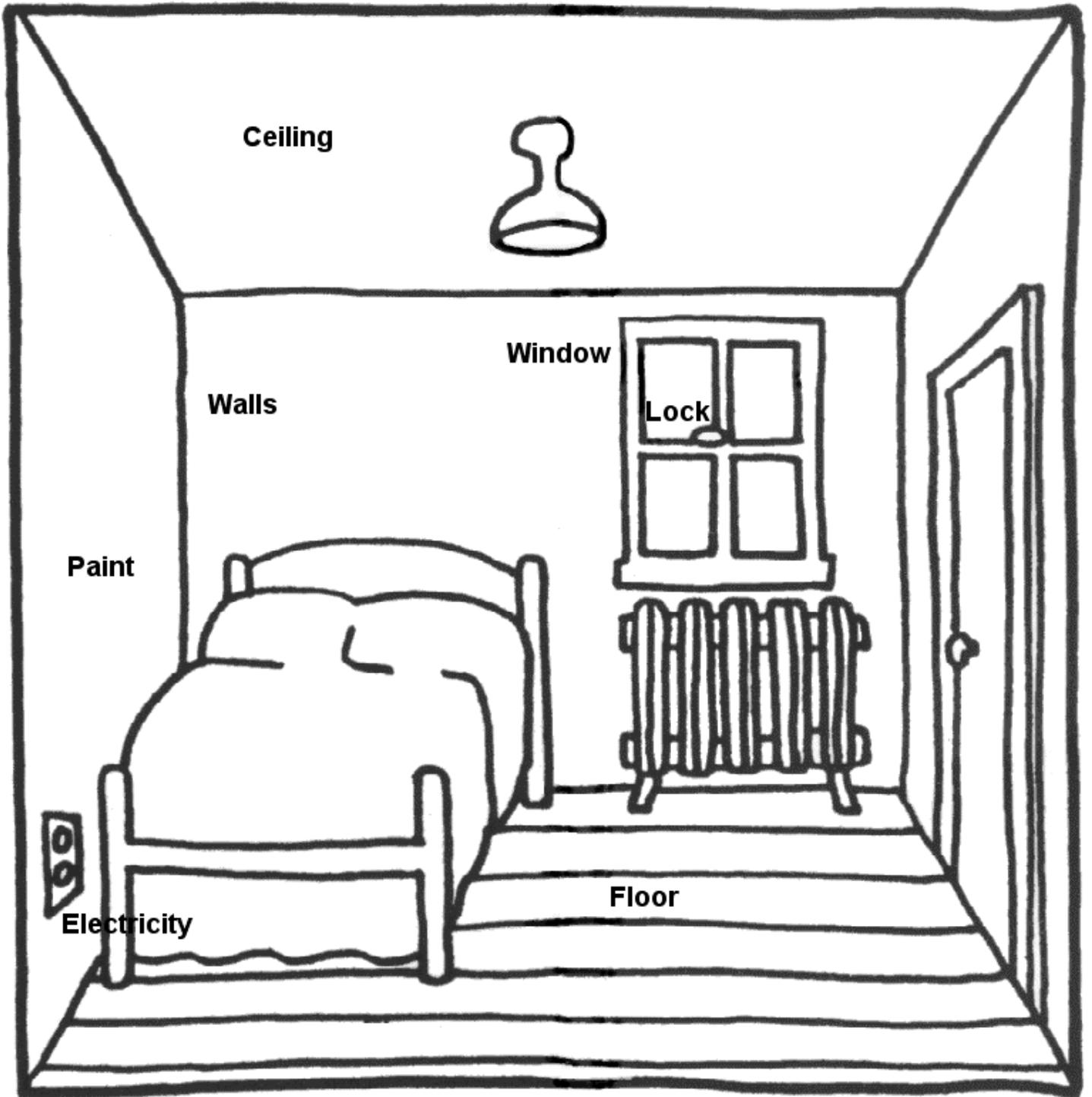
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



Ceiling

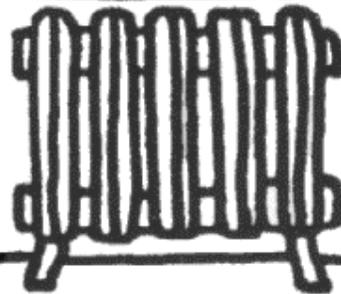
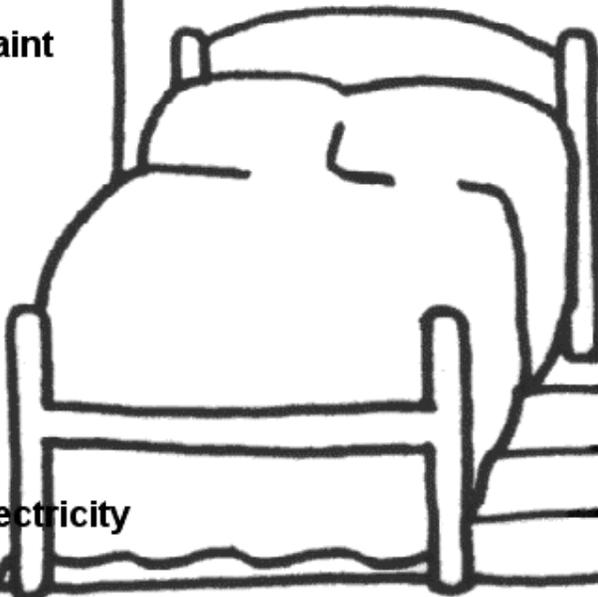


Window

Walls

Lock

Paint



Electricity

Floor

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

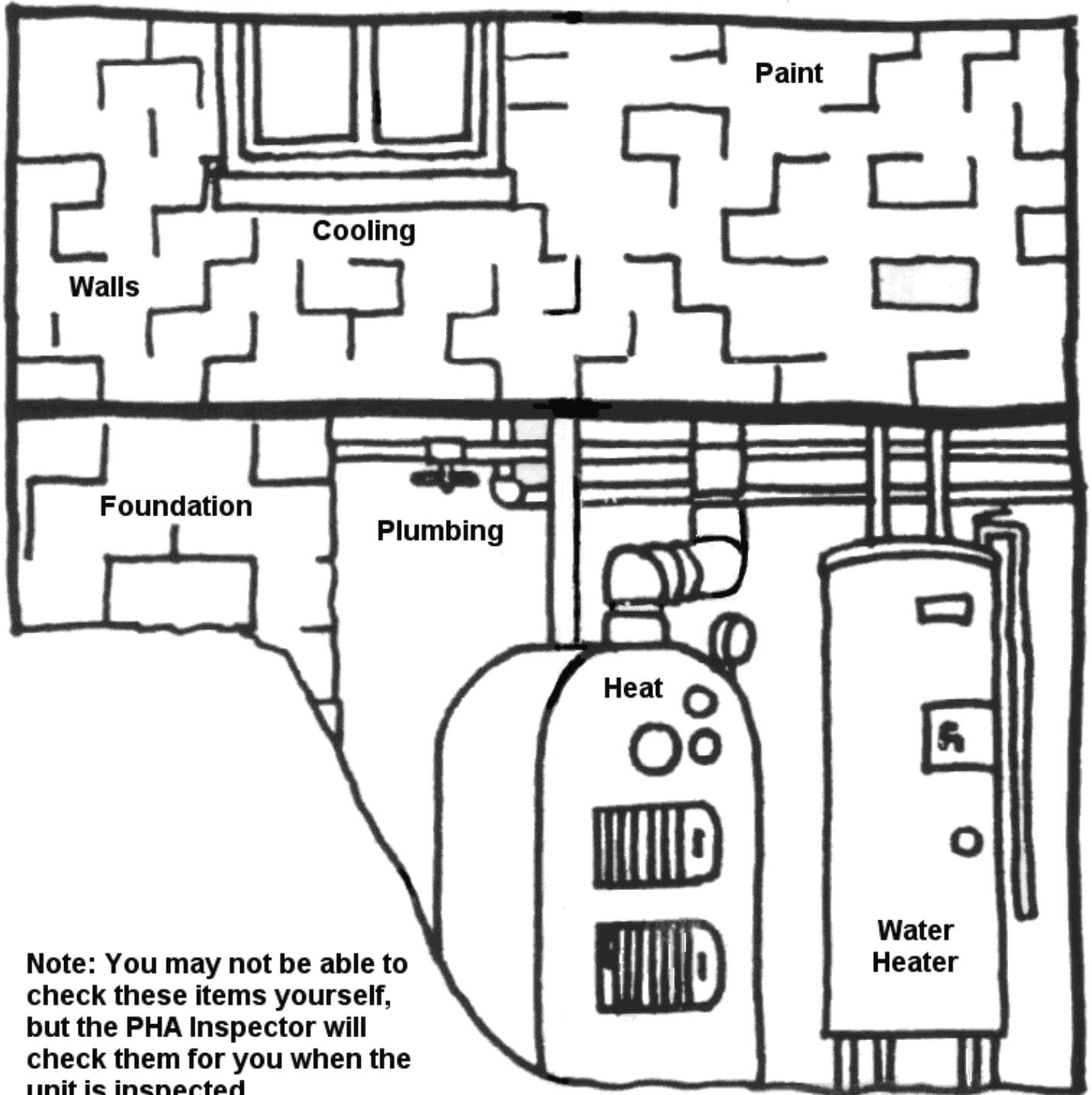
Heat

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

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

You should also think about:

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



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

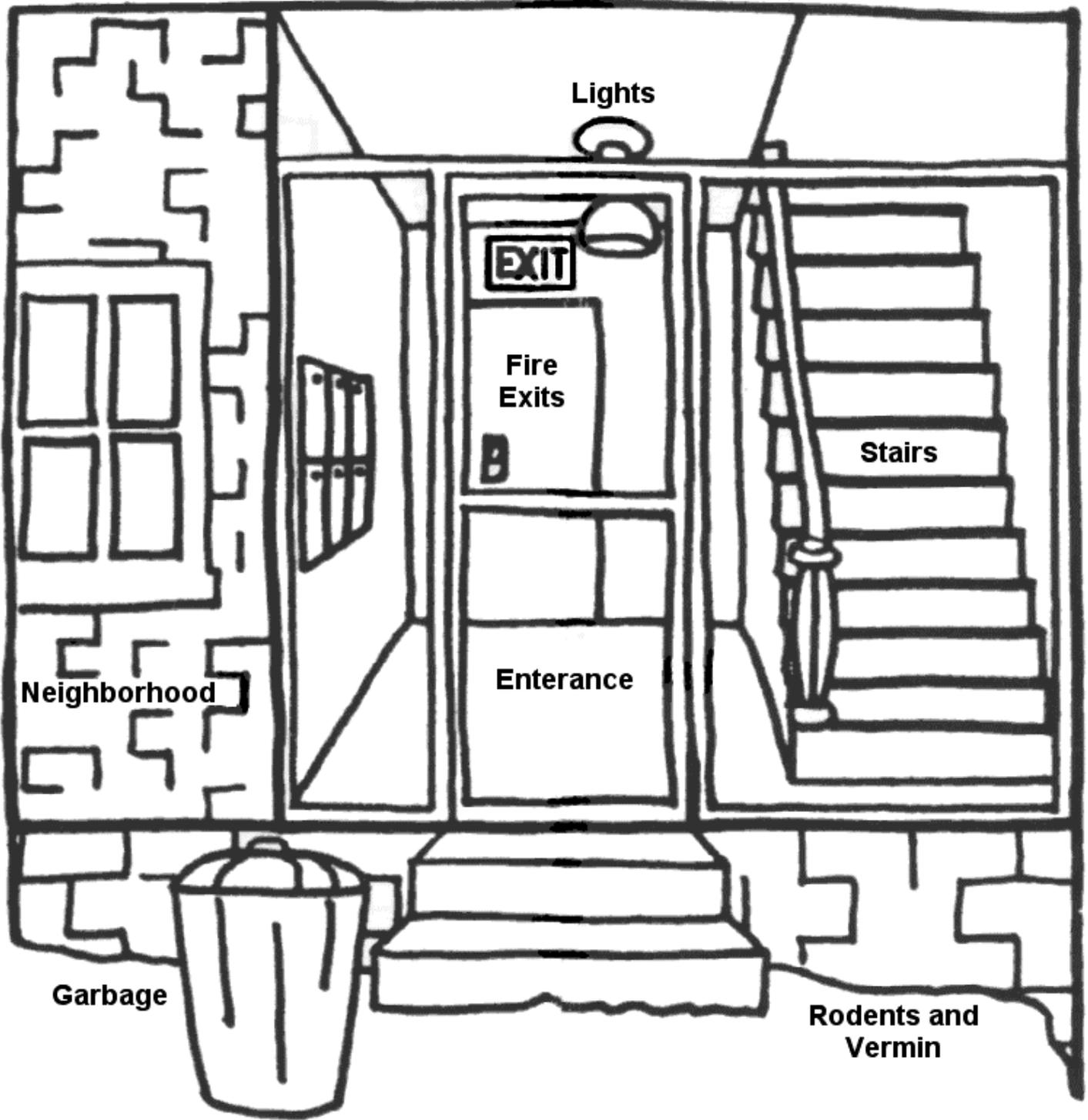
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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



Great Plains Housing Authority

Serving Dickey, Eddy, Foster, Logan, Sargent, Stutsman, and Wells Counties

National Standards for the Physical Inspection of Real Estate (NSPIRE) Additions from HQS – “A good place to live”

GFCI / AFCI

GFCI (Ground Fault Circuit Interrupter) and AFCI (Arc Fault Circuit Interrupter) are both electrical safety devices, but they protect against different hazards. GFCIs protect against electrocution by tripping when they detect a ground fault, while AFCIs protect against fires by tripping when they detect an arc fault. GFCI outlet must be within 3 feet of any running water. The GFCI outlet may be part of a line that protects more than one area.



Carbon Monoxide rule

NSPIRE requires carbon monoxide (CO) detectors in units with fuel-burning appliances, attached garages, and near sleeping areas. These detectors must be either hardwired or have a sealed, tamper-proof 10-year battery. They should also meet UL 2034 for sensitivity and be tested regularly.

Smoke detectors

The NSPIRE smoke detector rules, mandated by the Housing and Urban Development (HUD), require smoke detectors to be either hardwired or have a sealed, 10-year battery, with compliance deadlines on December 29, 2024. These rules aim to improve reliability and reduce fire hazards caused by faulty detectors.

Here's a more detailed breakdown:

- Smoke detectors must be either hardwired to the electrical system or have a sealed, 10-year battery.
- On each level: Every level of the home, including the basement or attic, must have a smoke detector.
- Outside sleeping areas: A smoke detector must be placed outside each sleeping area (bedroom).
- Inside bedrooms: A smoke detector is also required inside each bedroom.
- Hallways: If bedrooms are more than 21 feet apart, two hallway detectors may be required.
- Smoke detectors should be installed on every level, including the basement, and in or near living areas such as dens, living rooms, or family rooms.



Mailing address: 300 2nd Ave NE – Suite 200, Jamestown, ND 58401

Toll free: 800-340-4537

Web: www.greatplainsha.com

Phone: 701-252-1098

Email: office@greatplainsha.com

Fax: 701-252-7735

Locations: Carrington, Ellendale, Jamestown, New Rockford





**LANDLORD AND
TENANT RIGHTS
IN NORTH DAKOTA**

REVISED 2020

INTRODUCTION

The purpose of this booklet is to provide landlords and tenants with information about their responsibilities and legal rights in North Dakota.

This publication will include a general overview of North Dakota Landlord/Tenant Laws and other information on renting. This booklet is not intended to be a substitute for professional legal advice. Because factual circumstances vary in each case, detailed legal research or opinions may be necessary to resolve any problems.

It is important to remember as you read this booklet that many of the law's provisions may be changed by agreement between landlord and tenant. That is why it is always a good practice to have a written lease and to be familiar with its provisions before signing it.

INSPECTION OF UNIT BEFORE LEASING

Prospective tenants should visit the rental unit before they give the landlord any money. They should be allowed to inspect the rental unit (appliances, plumbing, light fixtures, carpeting, locks, linoleum, windows, etc.).

According to N.D.C.C. (ND Century Code) 47-16-07.2, a landlord shall provide the tenant with a statement (check-in sheet) describing the condition of the facilities in and about the premises to be rented at the time of entering into a lease agreement. The statement shall be agreed to and signed by both the landlord and the tenant. The statement shall provide proof as to the condition of the facilities and the premises at the beginning of the rental agreement. Make sure all the conditions are correctly stated on the check-in sheet. An accurate statement at the time the tenant moves in, will lessen the chance of misunderstanding and future disagreements.

SECURITY DEPOSITS

Landlords have the right to require tenants to make a security deposit (damage deposit). This money is paid by the tenant and held by the landlord. The security deposit cannot exceed the amount of one month's rent and will be used to guarantee against unpaid rent, damage or cleaning costs. Moreover if the tenant owns a pet, the landlord may require a "pet deposit" not to exceed \$2500 or two month's rent, whichever is greater to cover any pet related property damage. This amount also includes the regular deposit.

In the event an applicant has a felony conviction on their record, a landlord is able to charge a security deposit in the amount of two times the monthly rent amount.

The landlord is obligated to deposit the money in a federally insured interest-bearing savings or checking account. The landlord may apply the security deposit money and accrued interest upon termination of the lease toward any damages suffered through the negligence of the tenant or his/her guest, any unpaid rent, or the costs of cleaning and repairs which were the tenant's responsibility. The pet deposit money should only be utilized to correct problems created or caused by the pet living on the premises. If the deposit is \$100, but the tenant causes \$300 damages, the landlord can sue for the difference. The deposit may not be used by the tenant to pay rent without the landlord's consent.

Landlords can also require prospective tenants to pay an application fee (which may be non-

refundable). The fee is customarily used to cover the cost of checking a tenant's references (past landlords, employment, credit bureau, etc.). Tenants should ask if such fees are refundable and can request a receipt for payment. These fees should not be mistaken for security deposits.

LEASES

When a landlord agrees to rent a house, apartment, room, or other living quarters to a tenant for a specific monthly rent, the two have entered into a legally binding rental agreement. The agreement can be verbal or written. It is an agreement to rent, and that means there are certain terms and rights defined by law.

It is strongly recommended and important to keep a file that includes copies of all lease agreements, notices, letters and other correspondence between tenant and landlord. These records will be necessary should a dispute arise later.

The word lease refers to the agreement between a landlord and tenant, whether it is verbal or written. There are two basic types of leases - "periodic leases" and "term leases."

PERIODIC LEASE

If the lease has no specific ending date, it is a periodic lease. Generally these leases are month-to-month. A periodic lease is automatically renewed each time the tenant pays rent to the landlord.

TERM LEASE

If the lease states how long the tenancy will last (i.e., six months or a year), it is a term lease. These leases are usually written. The tenant is generally liable for rent the entire term of the lease.

A lease is a legally binding contract which cannot be broken without the other person's consent. The best arrangement between a landlord and tenant is a written lease. A written lease outlines the conditions under which a person(s) may live in a rental unit, and can be referred to if a dispute arises. When entering into a lease agreement all verbal promises (repairs, number of parking spots, etc.) should be put in writing.

Landlords and tenants can negotiate the terms of the lease provided both parties agree to the changes. If the written lease form is changed, both landlord and tenant should mark their initials next to any changes, additions, or deletions made on the lease forms.

Before you sign a lease, you should carefully read and understand the terms, especially any requirements for terminating the lease. If you have any questions, ask for an explanation. Most landlords are glad to help clarify points to avoid future misunderstandings. In addition, both parties should receive a copy of the lease and any other signed forms.

UNCONSCIONABILITY

A court may refuse to enforce part or all of a lease. If the court finds the terms in the lease so unfair and one-sided, it may not enforce them. This does not happen very often because the lease term must be very offensive and against public policy. The tenant must demonstrate he/she had no real choice but to accept the offending provision. Landlords should take care not to go overboard in drafting lease provisions in their favor.

RENT

Tenants must pay the rent on time, whether they have a verbal or written lease. Due dates and amounts are determined by the provisions of the lease. Failure to pay the rent on time is considered a breach of the lease and legal cause for eviction.

LATE FEES

The rent must be paid on the date it is due. If a tenant misses the due date, landlords will often require the tenant to pay a late fee. But, in order for a landlord to charge a late fee, it must be a provision of the lease (verbal or written) or it is not legal. In addition, the lease must state how much the late fee will be and on what date it will be effective.

RENT INCREASES

Periodic Lease - If you have a month-to-month periodic lease, the landlord may raise your rent by any amount by providing a notice, in writing, at least 30 days before the end of the month.

If the landlord changes the terms of a periodic lease, and gives the required 30-day notice of change, the tenant has the option to terminate the lease at the end of the month by giving a **25-DAY TERMINATION NOTICE**. It is important to remember that a 25-DAY TERMINATION NOTICE can only be given after the landlord has first given a notice of intent to change any term of the lease. If the tenant does not give the 25-day termination notice to vacate, the changes specified in the landlord's 30-day notice become a part of the lease agreement.

Term Lease - Generally a term lease has a fixed rent for the entire lease term and cannot be changed during the lease term unless the landlord and tenant agree to do so. However, the landlord can increase the tenant's rent by any amount at the end of the lease period. Usually, any notice requirements will be outlined in the lease, if not the rules of changing a periodic lease apply.

Automatic Lease Renewals - Landlords may not enforce an automatic renewal clause in a residential lease without giving the tenant at least a 30-day written notice (or 60-day notice if indicated in the lease) before the end of the current lease period that the lease will automatically renew. Notice may be delivered personally or by first class mail. If such notice is not given by the landlord, the lease will convert to a month-to-month tenancy.

If the landlord gives notice of an upcoming automatic renewal and does NOT ask for a rent increase after the expiration of the lease, and rent is offered and accepted, the lease is presumed to be renewed at the same rent and for the same period of time as the original lease.

ROOMMATES

If more than one person rents a house or apartment, each person is responsible for paying the whole rent. If disagreements surface between persons sharing an apartment and one person moves out, the remaining tenants are responsible for paying the entire monthly rent amount. However, the remaining tenants can sue the vacating tenant if he/she left without paying his/her share of the rent, or failed to give proper notice.

The security deposit paid will normally stay with the rental unit until all tenants on the lease have vacated. If a tenant vacates early, arrangements should be made between the tenants for recovering that person's share of the deposit.

Responsibility for paying the rent in a roommate situation may be altered by the terms of the lease.

DISCRIMINATION

Both Federal and State law prohibit discrimination based on race, color, national origin, religion, sex, family status or disability in the sale, rental or advertising of dwellings; in the provision of brokerage services; or in the availability of residential real estate-related transactions. In addition it is a violation of state law to discriminate on the basis of age (40 & over), marital status or status with respect to public assistance or against certain victims of domestic violence.

It is against Federal and State law to:

- refuse to sell or rent a dwelling after the making of a bona fide offer
- refuse to negotiate for the sale or rental of a dwelling
- refuse to show or falsely deny availability
- offer different terms, conditions or privileges of a sale or rental
- provide different services or facilities in connection with a sale or rental
- refuse to permit reasonable modification to a dwelling by a disabled person
- refuse to make a reasonable accommodation for a disabled person
- fail to meet accessibility standards for disabled persons
- engage in discriminatory brokerage or financial services
- engage in blockbusting activity - making representations about the characteristics of a neighborhood to encourage the sale or rental of property for profit
- advertise about the sale or rental of a dwelling in a manner that indicates discriminatory preference
- interfere, through intimidation, force or threat of force, with any persons' full enjoyment of housing privileges

The Fair Housing Act generally exempts owner occupied buildings with no more than four units, single family homes sold or rented without the use of a broker or housing operated by organizations and private clubs that limit occupancy to members. Housing determined by the Secretary of HUD or the Department of Labor and Human Rights to be specifically for the elderly is exempt from the familial status and age provisions of the law.

If a tenant believes his/her rights have been violated, he/she may get an attorney who can go directly to court with the case, or they may write or telephone High Plains Fair Housing, Department of Housing and Urban Development (HUD) or the Department of Labor and Human Rights Division within one

year of the discrimination's occurrence. If the complaint is filed with the Department of Labor and Human Rights, the Department will notify all the parties, conduct an investigation into the alleged discrimination, and may grant temporary relief. The Department will then issue a determination and if necessary conduct an Administrative hearing on the issue of discrimination. If discrimination has occurred, the Department of Labor and Human Rights may impose penalties.

UTILITIES

The responsibility of paying for the utility services such as electricity, natural or LP gas, oil, water, wastewater and garbage is generally specified in the lease or rental agreement. If this responsibility is not addressed in the lease or rental agreement, there should be a separate agreement or understanding (preferably in writing) addressing this issue. The party (landlord or tenant) agreeing to pay for part or all of the utility services should advise the municipal service or utility company who will be receiving the services and who will be paying for those services.

LANDLORD OBLIGATIONS

The obligation of the landlord may be altered somewhat by a contractual agreement (generally a written lease) between the landlord and the tenant. However, the landlord must:

- A. Comply with the requirements of building and housing codes relating to health and safety.
- B. Arrange for or make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- C. Keep all common areas in a clean and safe condition.
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning systems and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.
- E. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
- F. Provide running water and reasonable amounts of hot water and heat.
- G. Provide smoke detectors in each unit. If the tenant is hearing impaired and requests a visual smoke detector unit, one must be installed by the landlord.

TENANT OBLIGATIONS

The obligation of the tenant may be altered somewhat by a contractual agreement (generally a written lease) between the landlord and the tenant. However, the tenant must:

- A. Comply with all duties imposed upon tenants by building and housing codes relating to health and safety.
- B. Keep the occupied unit as clean and safe as the condition of the premises permit.
- C. Regularly remove all ashes, garbage, rubbish, and other waste from the dwelling unit and dispose of them in a clean and safe manner.
- D. Keep all plumbing fixtures as clean as their condition permits.
- E. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning systems and other facilities and appliances including elevators on the premises.
- F. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.

- G. Conduct him/herself and require other persons on the premises with the tenant's consent to conduct themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the premises.

REPAIRS

Tenants should promptly notify the landlord when repairs become necessary. If the landlord does not respond to verbal notice of need for repairs, the tenant should send a written notice to the landlord of necessary repairs by certified mail, return receipt requested. The tenant should keep a copy of this notice. The tenant must give the landlord reasonable notice and a reasonable amount of time in which to make repairs. What is "reasonable" depends on the needed repair. If repairs are still not made, the tenant has three options under the law:

- A. Repair the defect and deduct the expense from the rent (N.D.C.C. 47-16-13). It is always a good idea for the tenant to notify the landlord in writing that he/she intends to do this. Some landlords have given tenants a 30-day notice (if the tenant is on a month-to-month lease), or attempted to sue for loss of rent.
- B. Sue the landlord in Small Claims Court for the costs of the repairs and other expenses incurred as a result of the failure to make repairs.
- C. The tenant may elect, after notice (preferably written), to vacate the premises which would terminate the lease. Vacating the premises should be considered a measure of last resort, and only if there is a serious repair problem or code violation. The tenant should notify the housing or health inspector to confirm that a serious problem or code violation exists.

LANDLORD RIGHT OF ENTRY

A landlord may enter a dwelling unit:

- A. At any time in case of emergency or if the landlord reasonably believes the tenant has abandoned the premises, or the tenant is in substantial violation of the provisions of the lease or rental agreement.
- B. During reasonable hours, and in a reasonable manner for the purpose of inspecting the premises, making necessary or general repairs, decorations, alterations, improvements, or agreed services.
- C. During reasonable hours and in a reasonable manner for the purpose of showing the rental unit to actual or potential purchasers, insurers, mortgagees, real estate agents, potential tenants, workers or contractors.

Unless it is impractical to do so, the landlord must attempt to get the tenant's consent for an agreed time of entry. The landlord may not abuse the right of access or use it to harass or intimidate the tenant.

NOTE: Consent may be presumed from the tenant's failure to object to access after reasonable notice is given. The tenant may not unreasonably deny access to the dwelling unit.

TERMINATING THE LEASE 30 DAY NOTICE

Periodic Lease - If there is no provision in the month-to-month periodic lease stating how much advance notice must be given to end the lease (written or verbal), either party may terminate the lease by giving at least thirty (30) days written notice at any time. The rent is due and payable to and including the date of termination. However, many written periodic leases may require tenants to give notice to take effect

only at the end of a month. Failure to give proper 30 day or agreed notice could result in loss of security deposit and liability for rent for that period.

Term Lease - A term lease terminates automatically at the end of the lease period without the need of any notice from either landlord or tenant. Procedures for ending a written term lease are generally outlined in the lease. Typically, it will require a written notice prior to the lease expiring. Generally the notice has to be received by the first of the month. Tenants are well-advised to **carefully** read the termination and renewal provisions of their lease.

TERMINATING THE LEASE 60 DAY NOTICE

Term leases: Most initial leases carry a set term, such as one year. The termination clause in most of those leases requires a 60 day notice to terminate the lease before the end of the term. If the 60-day notice requirement is not initialed by the tenant, the lease can be terminated by either party with at least one calendar months notice to take effect on the last day of the month.

Month-to-month leases from inception: If the lease with the tenant from inception carries a month-to-month term, the same requirement for the tenant to initial the termination notice applies. In other words, if it is a month-to-month lease from the inception that requires a 60 day notice to terminate, that termination clause must be initialed by the tenant.

Leases that convert month-to month after the initial term: If a tenant moves out before the lease expires, he/she is still responsible for paying the rent for the remaining term of the lease. Another tenant may be found to fulfill the balance of the lease. A landlord's consent may be necessary if the lease agreement is transferred to a new tenant.

The lease may require a fee for the landlord to re-rent the unit. If a fee is required it should be outlined in the lease agreement. The landlord may be entitled to recover actual costs to re-rent. In no event, may the landlord recover both a re-renting fee and the actual costs of re-renting.

Even though the tenant remains liable for the rent until the expiration of the lease or a new tenant is found, landlords have a legal obligation to try to find a new tenant and may only collect rent from a single tenant. Thus, if the new tenant moves in and pays rent for a period for which the departing tenant has already paid, the landlord must refund the appropriate portion of the pre-paid rent to the departing tenant.

DOMESTIC VIOLENCE

A tenant who is a victim of domestic violence has the right to early termination of their lease by providing written notice to the landlord. In order to be released from all obligations under the lease, the tenant must provide written notice to the landlord after the tenant has obtained a protection order under section 14-07.1-02, ex parte temporary protection order, order prohibiting contact, restraining order, or other record filed with a court. The notice sent to the landlord must indicate the date upon which the tenancy will terminate. The notice can be sent by mail, fax or delivered in person before the termination of the tenancy.

NOTE: The tenant vacating the unit remains liable for the full month in which the tenancy terminates plus one additional month. Otherwise, the tenant is relieved of other contractual obligations under the lease. This legislation does not impact the liability of any other tenants under the lease.

In order for the tenant to be relieved of all other obligations under the lease, all rent must be paid for the month in which the tenancy terminates, plus the additional month. The security deposit must be processed within 30 days of either the date that the tenant vacates or the termination of the tenancy, whichever is later, if the tenant who is vacating is the only tenant under the lease. Otherwise, the security deposit remains with the unit.

DEATH

Upon the death of a tenant, the estate of a tenant remains liable for all rent for the month in which the individual dies, plus one additional month AND THEN THE LEASE TERMINATES. A copy of the Letters Testamentary from the Personal Representative of the estate should be furnished to the landlord to remove the tenant's property. If no Personal Representative is available, the property may be removed and placed in storage and then treated as abandoned after 28 days. Letters should be sent to family members before the landlord disposes of any items.

ABANDONED PROPERTY

Tenant's property with a total estimated value of \$2,500 or less, which it reasonably appears has been abandoned by the tenant for a least 28 days, becomes the property of the landlord to dispose of or sell, without notice, in whatever manner the landlord chooses. The landlord can keep the money from the sale. Expenses for storing or moving the property which exceeds proceeds from the sale can be deducted from the security deposit.

If the landlord removes abandoned property from the premises after a judgment of eviction has been obtained and served, the landlord may retain possession of the property until charges for the reasonable amount of any storage and moving expenses have been paid.

SECURITY DEPOSIT REFUND

At the end of the lease, a landlord must return a tenant's security deposit (plus interest if the unit was occupied nine months or longer), or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. The landlord must mail or deliver the deposit within 30 days after the day the tenant vacated and the lease expired. As a practical matter, actual receipt of the security deposit may be delayed by several days if the tenant fails to provide the landlord with accurate forwarding address information. The landlord may deduct, from the security deposit, amounts to cover damage from tenants or their guests, unpaid rent, and/or costs of cleaning or other repairs, with the exception of reasonable wear and tear. The landlord must provide an itemized list of any deductions.

If a landlord sells a rental property, the new owner has the same rights and obligations. The security deposits and interest must be transferred to the new owner or the seller remains liable. The new owner is bound by the provisions of N.D.C.C. 47-16-07.1.4 even though he/she did not receive the original security deposit.

If a tenant does not receive the security deposit back, or is not satisfied with the landlord's explanation, the tenant can take the matter to Small Claims Court. This is a relatively easy, inexpensive procedure that is explained elsewhere in this publication. There, it is up to the landlord to justify the amounts withheld. The court can award damages to the tenant up to three times the amount withheld without reasonable justification from the tenant's security deposit. This is called "treble damages." Treble damages need to be requested when completing court papers.

If a security deposit is not claimed by a tenant within one year after termination of the lease agreement, the security deposit money must be sent to the state under the Uniform Unclaimed Property Act.

EVICTION

According to state law, landlords can evict tenants for non-payment of rent, or in cases where the tenant refuses to leave after "Notice to Vacate" has been properly served and the tenant's last day has passed. A tenant can also be evicted if the tenant or any person on the premises with the tenant's consent acts in a manner that unreasonably disturbs other tenant's peaceful enjoyment of the premises.

A tenant may also be evicted for violating a material term of the lease. In addition to unreasonable peace disturbances, three situations potentially violate the material terms of a lease; drug use, distribution, or other illegal activity conducted on the property; unreported pets; or too many occupants in violation of the lease. These material violations must be proven by the landlord in a court of law.

In order to evict, a landlord must:

- A. Serve the tenant with a "Notice of Intention to Evict" (often called a Notice to Quit) ordering the tenant to vacate the premises within three days. The sheriff or a process server may post the Notice of Intention to Evict conspicuously at the rented premises, if the tenant cannot be found. The Notice of Intention to Evict does not require the tenant to vacate. It is the first step required by law for an owner to proceed with the eviction, and proof that the Notice was properly served must be presented to the court.
- B. If the tenant has not vacated after the three-day period, a "Summons and Complaint" (begins legal action) may be served on the tenant. The "Summons and Complaint" will give notice to the tenant as to the date and time he/she will need to appear in District Court. A court hearing must take place within three to 15 days after service of the Summons and Complaint on the tenant. If the tenant cannot be found in the county by proof of sheriff or process server, and the attempt to serve the summons has been made at least once between the hours of 6 p.m. and 10 p.m., and an affidavit has been filed stating that the tenant cannot be found or the belief that the tenant is not in this state and copy of the summons has been mailed to the last known address of the tenant, service of the summons may be made by the sheriff or process server by posting (the summons) on the door of the unit. At the hearing, both landlord and tenant will be asked to give their respective side of the story.
- C. The judge will then deliver his/her decision. If the judge decides the tenant has no legal reason for refusing to leave, the judge will order the tenant to vacate. If the tenant fails to vacate, after being court ordered to do so, the judge will order the sheriff to force the tenant out. The tenant's property will be placed in storage. To get the property back, the tenant must pay the sheriff's fee, moving, and storage costs. If the tenant shows the court that vacating immediately is a substantial hardship on the tenant or the tenant's family, and eviction is not based on a disturbance of the peace, the court may allow reasonable time for the tenant to vacate, not to exceed five days. The judge can also find that the landlord has no legal reason to evict the tenant.

In the event the tenant does not remove belongings after the eviction judgment has been obtained, the landlord can remove the belongings from the rental unit and the sheriff will insure that the peace is not disturbed during that process. The tenant is responsible for all moving expenses and storage costs incurred by the landlord. Per the abandoned property law, the landlord must store the property for a period of at least 28 days.

Contrary to popular belief, tenants may be evicted during the winter months.

FRAUDULENT DOCUMENTATION OF ASSISTANCE OR SERVICE ANIMALS IN A RENTAL DWELLING

A person may be charged with an infraction offense if the individual attempts to obtain a reasonable housing accommodation for use of a service animal or assistance animal, and the individual knowingly makes a false claim of having a disability, or provides fraudulent supporting documentation. If the individual is convicted of that offense, the landlord may evict and is entitled to a damage fee up to one thousand dollars.

LOCKOUTS & PROPERTY CONFISCATION

It is illegal for a landlord to physically lock a tenant out of his/her unit. If a landlord locks a tenant out or confiscates a tenant's belongings, the tenant should notify the sheriff's department, a private attorney, or legal assistance. It is also illegal for a landlord to cut off the utilities in an attempt to get the tenant to move.

NON-SMOKING IN PUBLIC PLACES

North Dakota Law prohibits smoking in public places. By law "public places" includes hallways, entry areas, offices and any other common areas in an apartment building. Violation of this law is an infraction.

SMALL CLAIMS COURT

Small Claims Court provides landlords and tenants with an easy, inexpensive and informal way to resolve disputes. It is not necessary to hire an attorney, as an individual can present his/her own case.

Claims that involve a lease of real property may be commenced in either the county where the person to be sued resides or in the county where the real property is located. Check with the district court clerk in your county courthouse if you are not sure where to file. Small Claims Court hears only money damage cases in the amount of \$15,000 or less. Claims that are initiated in Small Claims Court can be removed by the Defendant to District Court. If the Defendant does not prevail, however, in the District Court proceeding, the Judge has discretion to award reasonable attorney's fees to the Plaintiff.

FOR FURTHER INFORMATION, CONTACT:

LANDLORD INFORMATION:

North Dakota Apartment Association 1-800-990-6322

An organization for owners and managers providing educational opportunities. (Forms are also available at a nominal cost to members)

Email info@ndaa.net

Website www.ndaa.net

Bakken Apartment Association

(Serves Williston & Surrounding Areas)

Bismarck-Mandan Apartment Association..... 701-255-7396

(Serves Bismarck, Mandan & Surrounding Areas)

Email info@bisman-aps.com

Website www.bismarckmandanapartments.com

Greater Red River Apartment Association 218-233-6245

(Serves Fargo, Moorhead & Surrounding Areas)

Email info@grraa.com

Website www.grraa.com

Greater Grand Forks Apartment Association 701-775-4231

(Serves Grand Forks & Surrounding Areas)

Magic City Apartment Association – Minot 1-877-403-6222

(Serves Minot & Surrounding Areas)

TENANT INFORMATION:

For questions relating to the Federal Fair Housing Act or the North Dakota Discrimination Act contact:

High Plains Fair Housing Center 701-203-1077

Toll Free..... 1-866-380-2738

Website www.highplainsfhc.org

HUD Housing Complaint Line 1-800-669-9777

HUD Local Office - Fargo Field Office 701-239-5136

Fair Housing and Enforcement Center 303-672-5437
Toll Free..... 1-800-877-7353
TTY 303-672-5248
Website..... www.hud.gov

Address:

Denver Regional Office of FHEO
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, Colorado 80202-4801

Department of Labor and Human Rights – Bismarck

(The Department of Labor and Human Rights receives and investigates complaints of unlawful housing discrimination)

Phone..... 701-328-2660
Toll Free..... 1-800-582-8032
Website.....www.nd.gov/humanrights

Legal Services of North Dakota (LSND)

(Non-profit law firm that provides legal advice and representation to low income and elderly North Dakotans in a variety of legal matters. LSND also provides community legal education throughout North Dakota)

Agers 60+ call..... 1-866-621-9886
All Others 1-800-634-5263
Website..... www.legalassist.org

Community Action Program

(Emergency rental assistance money - call for availability)

Bismarck 701-258-2240
Dickinson 701-227-0131
Devils Lake..... 701-662-6500
Fargo..... 701-232-2452
Jamestown..... 701-252-1821
Minot 701-839-7221
Grand Forks 701-746-5431
Williston..... 701-572-8191

Money Follows the Person - ND Housing Program

The Money Follows the Person (MFP) Housing Program helps people who are elderly or disabled access decent, safe and affordable housing.

Website..... www.ndcpd.org/mfp

ND Housing Finance Agency (NDHFA) – Bismarck

(NDHFA is a self-supported state agency which finances the development of affordable rental housing and provides compliance monitoring and administration for housing targeted to low-income households.)

Phone..... 701-328-8080
Toll Free..... 1-800-292-8621



Great Plains Housing Authority

Serving Dickey, Eddy, Foster, Logan, Sargent, Stutsman, and Wells Counties

18.0 ZERO TOLERANCE ABUSE POLICY

Housing Authority staff will not tolerate any physical, written or verbal abuse from participants. If any employee feels threatened by a participant will terminate the participant immediately. This is in accordance with HUD regulations.

Per HUD regulations at 24 CFR 982.552(c):

(c) Authority to deny admission or terminate assistance — (1) Grounds for denial or termination of assistance. The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

...

(ix) If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

Coercion, bribery, harassment, intimidation and other threatening behavior towards PHA personnel may cause termination of assistance or application. The housing authority follows strict guidelines and does not tolerate those behaviors. The housing authority may terminate an application or assistance if the client intentionally misrepresents their household, assets, income, or other information.

Harassment is a prohibited activity which is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual based on race, sex, color, religion, age, national origin, genetics, pregnancy, receipt of public assistance, disability, veteran or military status, marital status, or any other legally protected status.

Examples of such prohibited conduct when based upon a legally protected status include, but are not limited to:

- Verbal abuse or hostile behavior such as insulting, teasing, mocking, degrading or ridiculing another person or group;
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes or demands;
- Physical assault or stalking, or other threatening, intimidating or hostile acts; or
- Displays or electronic transmission of derogatory, demeaning or hostile materials.

Sexually harassing conduct may include, but is not limited to:

- Demands or pressure for sexual favors;

Mailing address: 300 2nd Ave NE – Suite 200, Jamestown, ND 58401

Toll free: 800-340-4537

Phone: 701-252-1098

Fax: 701-252-7735

Web: www.greatplainsha.com

Email: office@greatplainsha.com

Locations: Carrington, Ellendale, Jamestown, New Rockford





Great Plains Housing Authority

Serving Dickey, Eddy, Foster, Logan, Sargent, Stutsman, and Wells Counties

- Derogatory and sexual innuendos, comments and remarks about an individual's clothing, body, or activities;
- Sexual comments, jokes, or stories;
- Asking personal questions about an employee's sexual life;
- Repeatedly asking out an employee who has stated he or she is not interested;
- Inappropriate and unwelcome touching, feeling, rubbing, patting, pinching, or brushing against another's body;
- Verbal abuse or gestures of a sexual nature; or
- Sexually orientated "kidding".

Source :

[https://www.eeoc.gov/harassment#:~:text=Harassment%20is%20unwelcome%20conduct%20that,\(including%20family%20medical%20history\).](https://www.eeoc.gov/harassment#:~:text=Harassment%20is%20unwelcome%20conduct%20that,(including%20family%20medical%20history).)

The Housing Authority may involve law enforcement agencies in matters considered physical or verbal abuse. Housing Authority will determine the need for law enforcement involvement on a case-by-case basis.

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What happens when I call?

FirstLink is available 24 hours a day, 365 days a year to provide support to anyone in need. Whether you need information on local community resources, a friendly listening ear, or help during a mental health crisis, our trained Call Specialists are here for you.

When you call FirstLink, you will be given space to share your story or need. Together, we will determine what services could help you. If the support you need can be provided by FirstLink over the phone, we will be happy to talk and listen. If you need something more, we are ready, willing, and able to connect you to the right resource at the right time.



Suicide & Crisis Lifeline
Call or text 9-8-8

FirstLink Resource Helpline
Call 2-1-1 or text your zip code to 898-211



FirstLink's Services



Information & Referral

Providing information on local community resources, including how & when to access.



Listening & Support

Offering a non-judgmental listening ear to share what is on your mind. Your conversation with FirstLink is confidential.



Safety Planning & Crisis Intervention

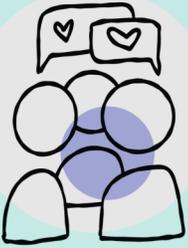
Assist during a mental health or suicide crisis. We will assess for risk and collaborate with you on a plan to stay safe for now.



Care & Support Program

Need more than just one call? We can call you back on a weekly, bi-weekly, or monthly basis to check in and offer support.

Frequently Asked Questions



What can I talk about when I reach FirstLink?

Whether you dial 2-1-1 or 9-8-8, you can talk about anything that is on your mind. People call or text/chat to talk about thoughts of suicide, substance use, financial difficulties, relationships, sexual identity, abuse, depression, mental or physical illness, and loneliness, to name a few.

If I talk about suicide, will you send the police to check on me?



The goal of each call is to provide telephone support and collaborate on a plan to keep you safe. It is very rare for a call specialist to contact police. At times, our call specialists must break confidentiality to keep someone safe, however this happens infrequently. If you cannot stay safe, the call specialist will share all options with you, beginning with the least-invasive intervention.



How do I know if my situation is “bad enough” to reach out?

Anytime you are facing a challenge and feel the need to have support, you should dial 2-1-1 or 9-8-8. When you dial 2-1-1, we will connect you to resources which can make a tough situation a bit more manageable. Most times, the sooner we can explore resources together, the more likely we are able to identify options for assistance. When you dial 9-8-8, you are given a space to discuss anything that feels overwhelming. You should reach out if you’re feeling anxious, having thoughts of suicide, or even if you just had a rough day and need to vent.

FirstLink provides confidential support 24/7 over phone, text, or chat online.



9-8-8 Suicide & Crisis Lifeline

Answered locally by FirstLink

Dial or text 9-8-8

**Chat online
988lifeline.org/chat**

Provides mental health support and crisis intervention.

Reasons to call **9-8-8**:

- Thoughts of suicide, or concerned for another
- Intense anxiety or panic attacks
- Problem substance use
- Problem gambling
- Distressing emotions related to work, relationships, or finances
- Trouble falling asleep or staying asleep due to intrusive thoughts
- Feeling isolated or lonely

Dial **2-1-1** for resource information such as:

- Rent or utility financial assistance
- Food pantries or nutrition assistance programs
- Community services such as libraries, schools, government offices, or benefits administration offices
- Gas vouchers
- Clothing vouchers
- General legal aid or advocacy services

2-1-1 Information & Referral Helpline

Answered locally by FirstLink

**Dial 2-1-1
or text zip code to 898-211**

Provides access to local resource information.

Search for resources online at www.myfirstlink.org!

Reach out to FirstLink at any time for services such as:

Information or referrals to community resources, including how & when to access!

Supportive listening and safety planning to share about any challenges or collaborate on staying safe for now.

