Housing Choice Voucher Program
(Section 8 Housing)
Housing Authority of the County of Jackson, Illinois

BRIEFING PACKET

Welcome to the Housing Choice Voucher (HCV) Program!

We are very happy to welcome you to the Jackson County Housing Authority (JCHA) Housing Choice Voucher Program, formally known as Section 8. The goal of our program is to help our voucher holders to pay their monthly rent while also ensuring they live in decent, safe, and well-maintained housing.

In this packet, you will find information to get you started on your journey as an HCV tenant. The packet is provided as a supplement to the information explained to you at your HCV Briefing and we hope it will be a useful guide in the process of using your voucher.

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Getting Started

Once you have been issued a voucher at your pre-certification appointment, you will need to begin looking for a place to live as soon as possible. If you need to give notice to your current landlord, please do so now. Even if you do not know the exact date of your move, it is helpful to let your landlord know that you are looking for a new place to live.

You may search any of the usual websites, newspapers, etc. that you would use when searching for a home without Section 8

assistance. Not every landlord is willing to accept a tenant with a voucher, so be sure let a potential landlord know you have been issued a voucher before moving forward with the process.

At your pre-certification meeting, you will be given a list of landlords that have had tenants with us before and are willing to take on more in the future. This list is meant to be a tool to help you and not a definitive list of all available units. It will be your responsibility to locate an acceptable place to live based on your voucher size (number of bedrooms).

The maximum amount of rent a landlord can charge on our program is determined by the number of bedrooms, the types of utilities the unit uses, and the county in which the unit is located. If you are interested in a particular unit and are uncertain if the rent is within the acceptable range based on your voucher size, please contact someone at JCHA to assist you in determining the unit's eligibility.

A landlord may require an application fee, deposit to hold a unit, or a security deposit at the time of move-in. You will be responsible for any such deposits, so be prepared for them before your move.

Voucher

This document tells you:

- The number of bedrooms you are assigned.
- The dates you can search for housing.
- The rules you must follow to continue participation in the HCV Program (additional rules from federal regulations may apply)

A family must submit a completed Request for Tenancy Approval (RFTA) prior to the expiration of the voucher.

Vouchers expire 60 days after they are issued. Extensions of up to 60 days may be requested prior to the expiration date. Once the RFTA is turned in, your remaining time will be paused while we process it. Any extensions longer than a total of 120 days must be requested from the Program Supervisor and are not guaranteed. The Supervisor will review your request and make a decision based on available funds and the circumstances surrounding your request.

Request for Tenancy Approval (RFTA)

Once you have located an acceptable unit and gotten the landlord's verbal agreement to allow you to become their tenant, you will ask the landlord to fill out the Request for Tenancy Approval (RFTA). This document allows the landlord to give us the information we need to know before we can schedule an inspection of the unit and assist you with rental payments. Ideally, your landlord will fill out the RFTA for you while you wait. It is your responsibility to ensure that the RFTA is returned to our office for processing. If we do not receive an RFTA for an acceptable unit before the expiration date listed on your voucher, your voucher will become inactive. If still interested in voucher assistance after being made inactive, you will need to reapply when the wait list is open to new applicants.

Maximum Unit Rent and How Your Portion is Calculated

The maximum rent a landlord can charge for a unit with our program is determined by two main factors:

1. The maximum allowable subsidy for your voucher size minus the utility allowance for the unit.
2. The reasonable average rent for a unit of the same size in the same area.

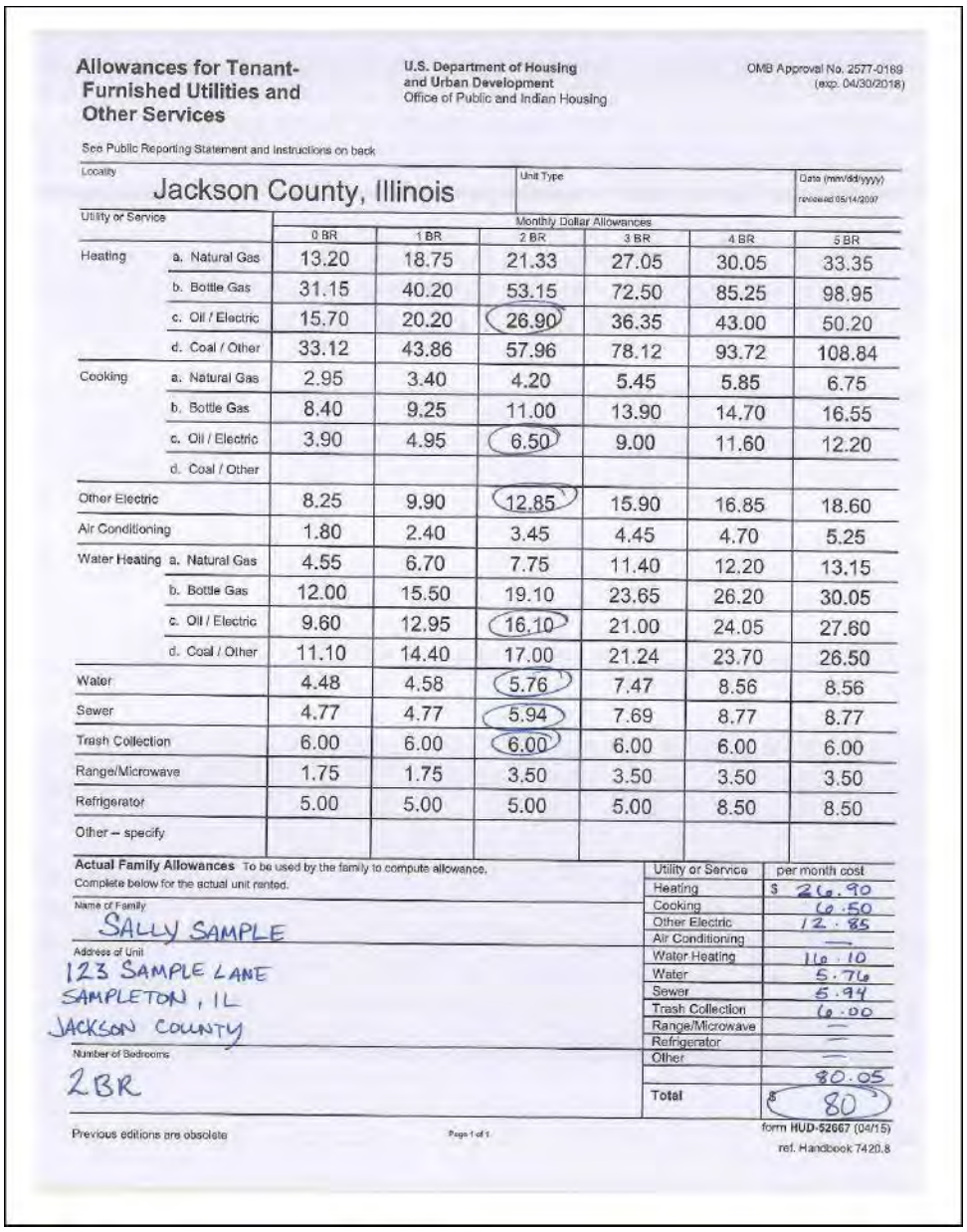
A unit's proposed rent may pass the first factor by being within the maximum allowable subsidy, but still be determined to be too high for the program if that rent is found to be unreasonable for the size of the unit or the area in which it is located.

The JCHA will give you an estimate of the maximum rent you can look for while searching for an apartment, but a unit is still not guaranteed to have an appropriate rent amount until a full review has been conducted by the JCHA to determine rent reasonableness.

Your rent portion (the Tenant Portion) will be calculated based on your annualized gross household income, which we will determine based on your most recent 30- days' worth of income. A standardized deduction is given to elderly/disabled households and households with dependents and will be deducted from the gross annual income. The tenant portion is then calculated using the greater of 10% of gross monthly income, 30% of adjusted monthly income, or the established minimum rent.

From this amount, the final step is to subtract your Utility Allowance, which is a standardized amount determined by the utilities present in your unit. The end result will be your tenant portion. Please contact Section 8 for more detailed/personalized information regarding your rent calculation.

*Please note that if the family selects a unit where the contract rent and utility allowance combined exceeds the current payment standards, the family will be responsible for that excess amount in addition to their income-based portion. New admissions to the program cannot exceed 40% of their income and RFTA's for units that would result in the family paying in excess of 40% will be denied.



Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169 (exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality: Jackson County, Illinois

Unit Type:

Date (mm/dd/yyyy): revised 05/14/2007

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	13.20	18.75	21.33	27.05	30.05	33.35
	b. Bottle Gas	31.15	40.20	53.15	72.50	85.25	98.95
	c. Oil / Electric	15.70	20.20	26.90	36.35	43.00	50.20
	d. Coal / Other	33.12	43.86	57.96	78.12	93.72	108.84
Cooking	a. Natural Gas	2.95	3.40	4.20	5.45	5.85	6.75
	b. Bottle Gas	8.40	9.25	11.00	13.90	14.70	16.55
	c. Oil / Electric	3.90	4.95	6.50	9.00	11.60	12.20
	d. Coal / Other						
Other Electric		8.25	9.90	12.85	15.90	16.85	18.60
Air Conditioning		1.80	2.40	3.45	4.45	4.70	5.25
Water Heating	a. Natural Gas	4.55	6.70	7.75	11.40	12.20	13.15
	b. Bottle Gas	12.00	15.50	19.10	23.65	26.20	30.05
	c. Oil / Electric	9.60	12.95	16.10	21.00	24.05	27.60
	d. Coal / Other	11.10	14.40	17.00	21.24	23.70	26.50
Water		4.48	4.58	5.76	7.47	8.56	8.56
Sewer		4.77	4.77	5.94	7.69	8.77	8.77
Trash Collection		6.00	6.00	6.00	6.00	6.00	6.00
Range/Microwave		1.75	1.75	3.50	3.50	3.50	3.50
Refrigerator		5.00	5.00	5.00	5.00	8.50	8.50
Other – specify							

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family: SALLY SAMPLE

Address of Unit: 123 SAMPLE LANE, SAMPLETON, IL JACKSON COUNTY

Number of Bedrooms: 2BR

Utility or Service	per month cost
Heating	$ 26.90
Cooking	6.50
Other Electric	12.85
Air Conditioning	—
Water Heating	16.10
Water	5.76
Sewer	5.94
Trash Collection	6.00
Range/Microwave	—
Refrigerator	—
Other	—
	80.05
Total	$ 80

Previous editions are obsolete

Page 1 of 1

form HUD-52667 (04/15)

ref. Handbook 7420.8

Notes About Utility Allowance Calculation:

- Utilities on the list that are eligible for consideration with the JCHA include heating, cooking, other electric, water heating, water, sewer, and trash. Each utility is only calculated if you pay the bill separately from your rent. Any utilities that are included in your rent will not be calculated in your utility allowance.
- The bedroom size used is based on the actual unit size.
- Current utility allowance rates can be requested by contacting JCHA staff.

The JCHA can estimate your rental portion after an inspection has been performed at the unit in question. Sometime before your landlord receives their first payment, a letter will be sent to both you and your landlord with a breakdown of your Tenant Portion and the amount that we will be paying to the landlord. Please pay your portion to your landlord on time each month. If you have any changes in income or family composition, or if you are concerned that your rent does not accurately reflect your current situation, please contact the JCHA office.

List of Responsibilities

Report Changes in Your Income: To fulfill your obligation to report changes to your income within 30 days, please use the Interim Change Form on pages 51 and 52 of this booklet. Failure to report income changes can result in money owed to Section 8 and/or the loss of your voucher.

Tenant's Responsibilities:

- Search for your own housing
- Pay your security deposit
- Clean your unit
- Report needed repairs to the owner
- Pay your portion of the rent to the owner
- Keep your utilities on
- Provide complete, accurate, and truthful information about your household income and family composition and report changes in writing within 30 days

JCHA Responsibilities:

- Establish your portion of the rent, which is based on 30% of your income
- Assure well-maintained and safe assisted housing by inspecting the unit initially and annually
- Annually review family size and income
- Issue payment to the landlord

Landlord Responsibilities:

- Comply with HUD/PHA requirements
- Screen and select tenants (JCHA only determines program eligibility)
- Maintain property in compliance with Housing Quality Standards

Notice to Persons with Disabilities:

A list of accessible units known to the JCHA can be made available to you upon request, as well as any other reasonable accommodation to assist persons with disabilities in finding suitable housing.

BE SURE YOU READ AND FOLLOW YOUR TENANT RESPONSIBILITIES CAREFULLY!

FAILURE TO REPORT INCOME OR FAMILY COMPOSITION CHANGES, PAY YOUR RENT, KEEP YOUR UTILITIES ON, OR OTHER VIOLATIONS OF YOUR LEASE WITH THE LANDLORD OR YOUR AGREEMENT WITH JCHA CAN RESULT IN THE LOSS OF YOUR VOUCHER AND/OR MONEY BEING OWED TO THE PROGRAM FOR OVERPAYMENTS OF YOUR RENT.

ALWAYS ASK A JCHA EMPLOYEE IF YOU'RE UNCERTAIN ABOUT WHAT SHOULD BE REPORTED!

Inspection

After your Request for Tenancy Approval has been received and reviewed and the rent is found to be reasonable, the Inspector will contact your landlord to schedule an inspection of the unit. This inspection will ensure that the dwelling is safe and sanitary.

Once your unit has passed inspection, the Inspector will inform you when you may move in. Do not sign a lease with your new landlord or move in prior to receiving the go-ahead from JCHA. You may put down any deposits the landlord requires to hold the property.

Move-In

When the Inspector gives you the go-ahead to move into your new unit, you may sign a lease with your landlord and plan a date you intend to take up residence in your new home. Please ensure that you give JCHA notice of your intended move-in date and bring us a copy of your lease to keep in your file.

If you are moving into a HCV assisted unit from a unit owned by the JCHA or another HUD funded property, it is very important that you turn in your keys to your project manager on or before the day you move in. You must be out of their system before we can enter you in ours, and they will not remove you until they receive your keys.

Annual Re-Certification

Every year before the anniversary of your move-in date, you will be required to re-certify for the program by providing your current income and family composition information. A Re-Certification meeting will be scheduled for you and a letter will be sent to your address informing you of its date and time. If you cannot attend your scheduled meeting, please contact JCHA to reschedule as soon as possible.

Your unit will also be inspected annually. You will receive an additional letter informing you of the time and date of your inspection. If you need to reschedule this inspection, please contact JCHA as soon as possible.

Failure to attend your meeting and/or allow your inspection will result in penalties up to and including the loss of your voucher.

Grounds for Termination

The following are grounds for termination from the JCHA Housing Choice Voucher Program:

- Failure to pay rent to your landlord in a timely manner or other lease violations.
- Failure to follow the terms of your agreement with JCHA as outlined in the Statement of Family Obligations, including updating your income and family size.
- Violent or drug-related crimes or other repeated disturbances to your neighbors

Informal Hearings

An informal hearing may be requested to dispute an unfavorable determination made regarding your voucher or voucher application. An informal hearing gives you the opportunity to explain any extenuating circumstances and/or show evidence that you are working to correct problems that led to the unfavorable decision. Informal hearings will be held with a supervisor. Requests for informal hearings must be made in writing within 10 days of the date the decision was issued. Requests not made in writing or not received within 10 days will not be considered.

Examples of when you may wish to request an informal hearing:

- A decision has been made that will result in the loss of your voucher.
- You were denied a voucher due to an unfavorable background check or other circumstance.
- A request to add an additional member to your household was denied.

Subsidy Standards and Exceptions

While the JCHA does not determine who shares a bedroom/sleeping room, we do use your family composition to determine your voucher size. Generally, we will assign 2 people to a bedroom within the following guidelines:

- Persons of different generations, persons of the opposite sex (other than adults in a relationship and children younger than school-age), and unrelated adults will be allocated a separate bedroom.
- Live-in attendants will generally be provided a separate bedroom, but no additional bedrooms for their family.
- Single person families shall be allocated one bedroom.

All children must have court documentation showing your custody rights to be counted in the voucher size determination. The JCHA will not issue a larger size voucher due to additions to the family other than by birth, adoption, marriage, or court-awarded custody. Foster children will be listed as household members, but will not be considered when determining the voucher size.

You may request an exception to your voucher size for verifiable health reasons or if you require a live-in aid (a letter from your physician will be required). Current funding may also affect your voucher size. Contact JCHA Section 8 if you have any questions concerning your voucher size.

Note on New Children and Children Who Turn 18: Updated documentation is required when you have a new child or when a child in your household turns 18. When there is a birth in the family, please bring a birth certificate, social security card, and a signed Declaration of 214 Status as soon as possible. When a child turns 18, they will need to sign their own Declaration of 214 Status and sign release forms as soon as possible. Please cooperate in providing these documents in a timely manner.

Expanding Housing Opportunities and Mobility

Providing opportunities for very low-income families to obtain rental housing outside areas of poverty is an important goal of the Housing Choice Voucher Program (HCVP). It is a HUD objective to encourage the movement of these families into a broader range of neighborhoods through the provision of affordable housing.

The HCVP is now the largest assisted housing program administered by HUD. Having grown in size while other programs have decreased in size, more attention is focused on the HCVP at the national, state, and local levels. The growth in the HCVP and the relocation of many public housing families to private housing have caused concern about avoiding excessive concentrations of HCVP families in high-poverty neighborhoods.

It is our hope that you will consider units located in areas with a lower poverty rate. To assist you to this end, maps showing the average income levels of areas in Jackson County can be found in the Appendix.

Potential advantages to living in a lower-poverty area:

- Lower-crime neighborhoods
- Relocation from drug-trafficking areas
- Improved schools
- Proximity to jobs and job opportunities
- Better quality housing
- More responsive landlords

Portability

While the JCHA hopes you will make your home inside Jackson County, you may consider searching for housing in areas outside of the Jackson County jurisdiction. Portability means you can use your voucher in areas outside of Jackson County. Not only can you search in the immediate area, eligible voucher recipients can also look beyond the surrounding counties to other states.

Note on Portability:

Each Housing Authority may create its own policies regarding voucher size, the maximum rent allowed for a unit of a particular size, screening policies such as the interpretation of background checks, etc. If you choose to transfer your voucher to a new Housing Authority, your voucher will be subject to the policies of that Housing Authority. The size, value, and eligibility of household members cannot be guaranteed at your new location. Any concerns you may have can be addressed by asking the Housing Choice Voucher Program at the Housing Authority you are interested in before you make a final decision to move.

To use voucher portability, complete the Request for Portability form. Do not take this step until you are certain you wish to move to that location. Once your request has been received and approved, your paperwork will be sent to your new housing authority. They will contact you to schedule a meeting and instruct you from that point.

INFORMATION ABOUT OTHER HOUSING AUTHORITIES CAN BE MADE AVAILABLE TO YOU UPON REQUEST. PLEASE ALLOW THE OFFICE TIME TO INVESTIGATE AFTER YOU'VE MADE AN INQUIRY.

Moving

Your voucher is portable within this area as well. If you wish to move, the first step is to give your landlord at least 30 days notice in writing. From there, complete the Request to Move form and return to our office for review and approval.

After we've approved your request, we will let you know that you may come pick up a new Request for Tenancy Approval form, just like you had the first time you leased up. The process will then be the same as it was for your first move in.

ALWAYS CONTACT JCHA AND YOUR CURRENT LANDLORD BEFORE MOVING! MOVING WITHOUT NOTICE CAN RESULT IN THE LOSS OF YOUR VOUCHER!

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WHO TO CALL WHEN

It can be confusing to keep separate who to contact in different situations. Please use this handy guide to know when to contact JCHA and when to call your landlord!

CALL JCHA (618-684-3182)

You want to know how much you should pay for rent

You think your rental portion may be too high/low

You have any other questions about your rent portion

Your pay has gone up or down

You have a new or different job

You have questions about your voucher

You want to use your voucher portability

CALL YOUR LANDLORD

You want to know where/how to pay rent

You have a problem with your unit (repairs, etc.)

You wish to get a pet

You have any questions related to your unit itself

You are uncertain what utilities are available

You have a question about parking, laundry or other amenities

CALL JCHA AND YOUR LANDLORD

You wish to move

You wish to add another person to your household

HELPFUL HINTS FOR UTILITIES

USEFUL PHONE NUMBERS

Ameren Illinois 800-755-5000

Egyptian Electric 800-606-1505

Ava Water 618-426-3641

Carbondale Water 618-529-1731

Carterville Water 618-985-2011

DeSoto Water 618-867-2315

Elkville Water 618-568-1502

Herrin Water 618-942-3177

Marion Water 618-993-5610

Murphysboro Water 618-684-2431

South Highway Water District (Makanda, some Carbondale) 618-529-5313

Ask your landlord if you are uncertain who services the water, sewer, electricity or gas in your area.

When selecting a unit, always remember that you will most likely be responsible for all utilities. Consider how much electricity/gas it will require to heat and cool all the rooms in your unit. Will you be able to afford to keep your family comfortable and healthy during the high summer highs and low winter lows of our area?

If you find yourself in need of assistance to pay your electricity bill, you can contact Western Egyptian at (618) 684-3341 to inquire about what assistance may be available to you. Keep in mind that their funding is limited and only available during certain times of the year.

U.S. Department of Housing

and Urban Development

Office of Public and Indian Housing

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 ensure 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?

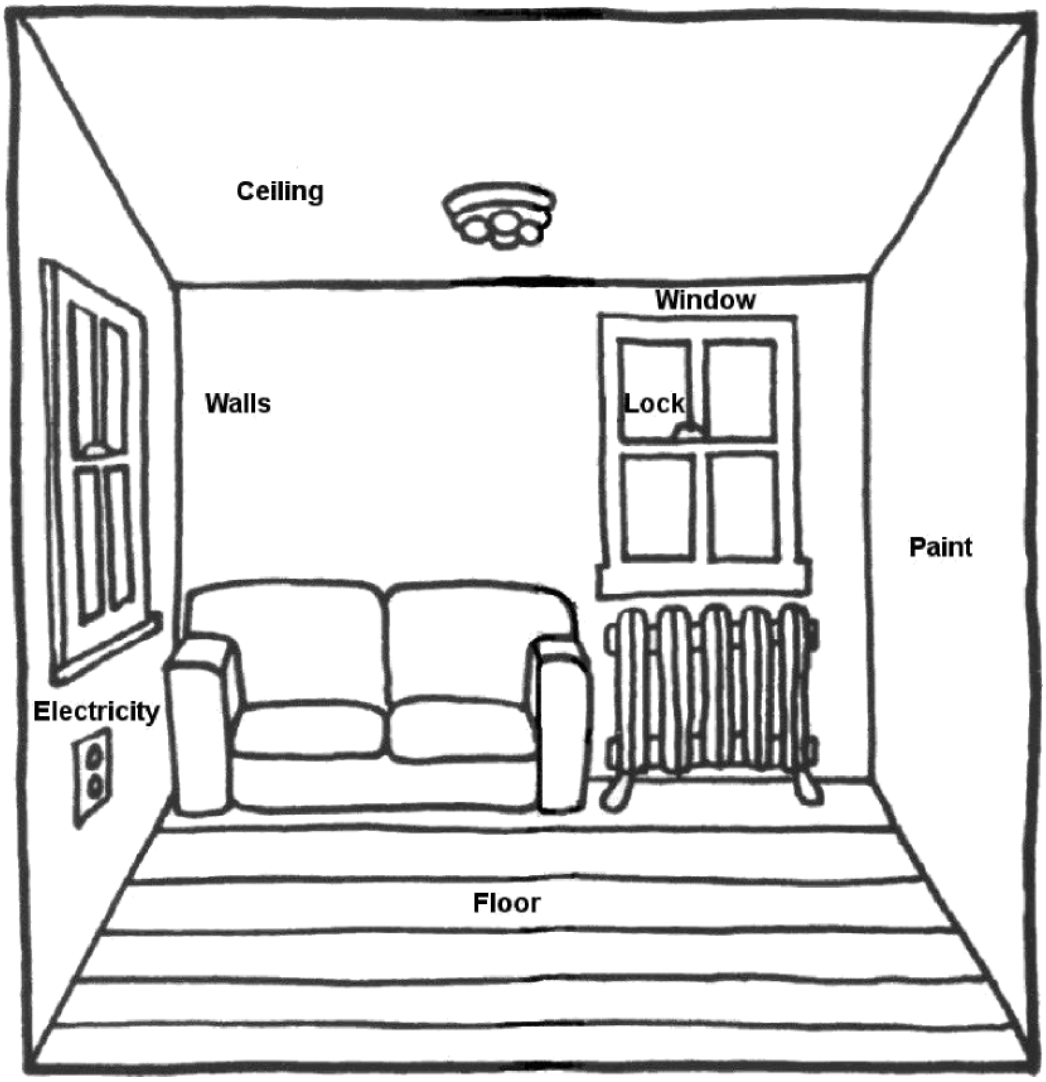
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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.

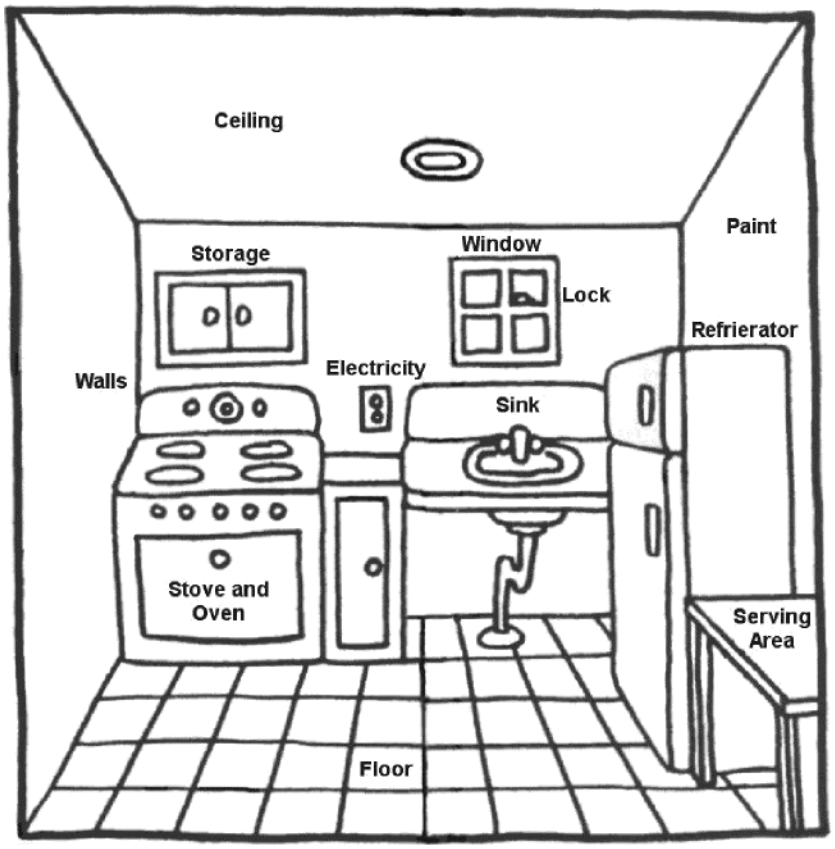
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

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.

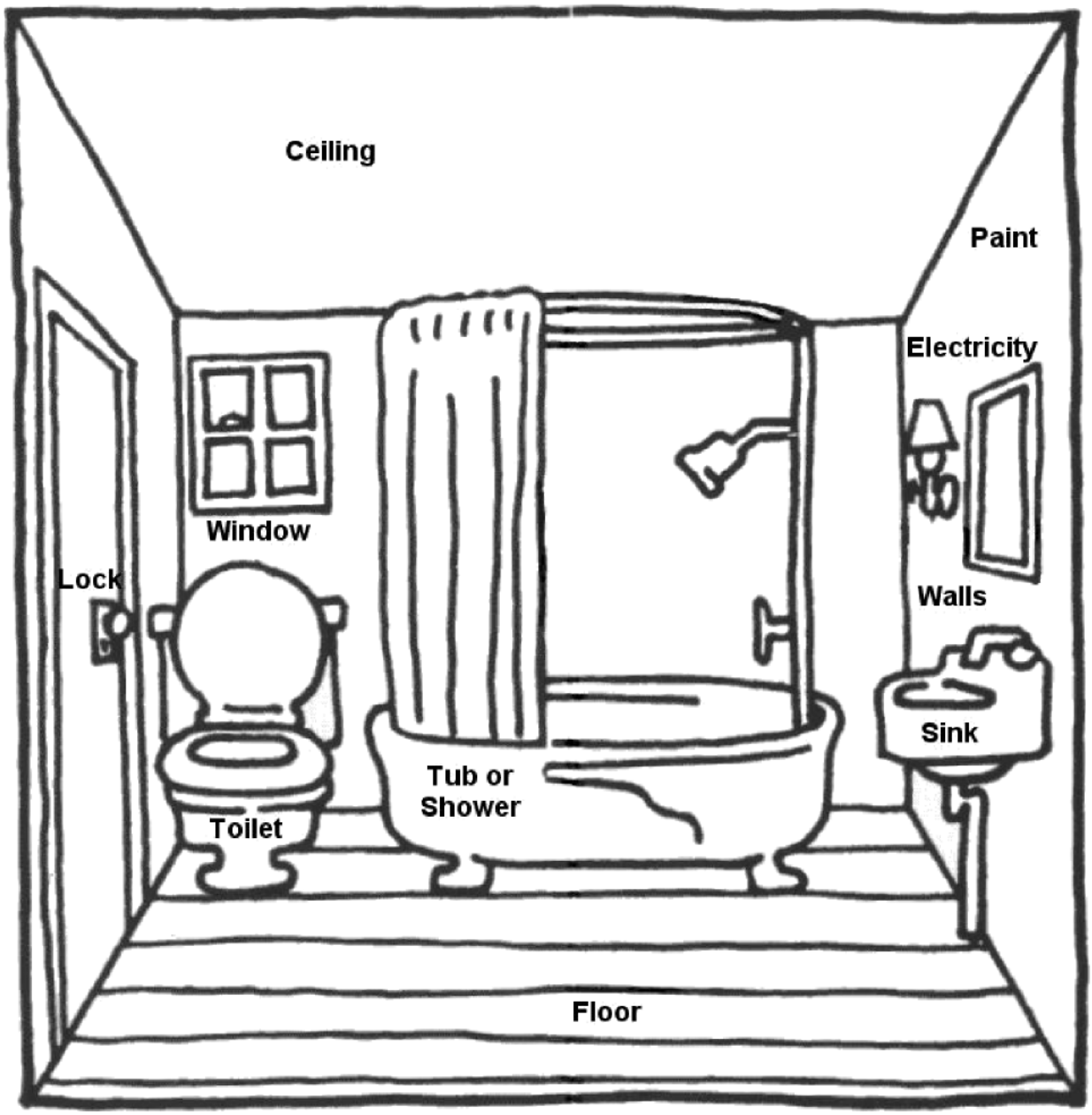
Electricity
At least one permanent overhead or wall light fixture.

 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.



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?

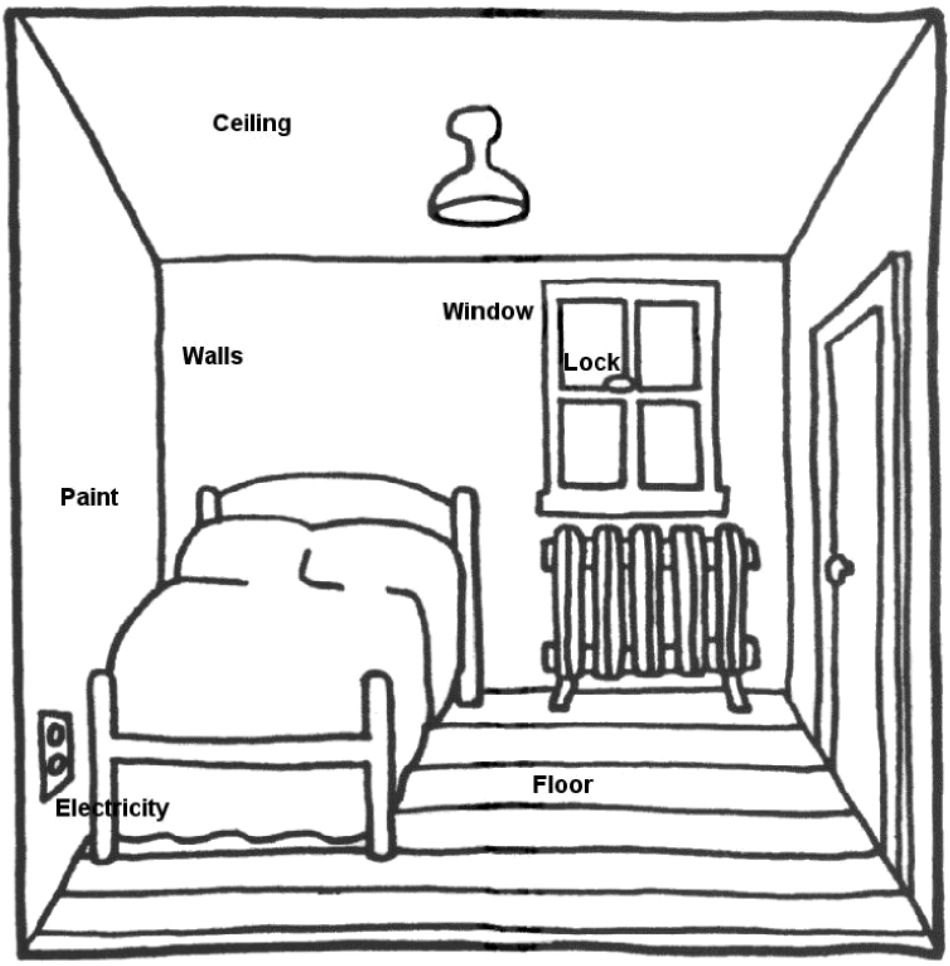
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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?



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 in 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.

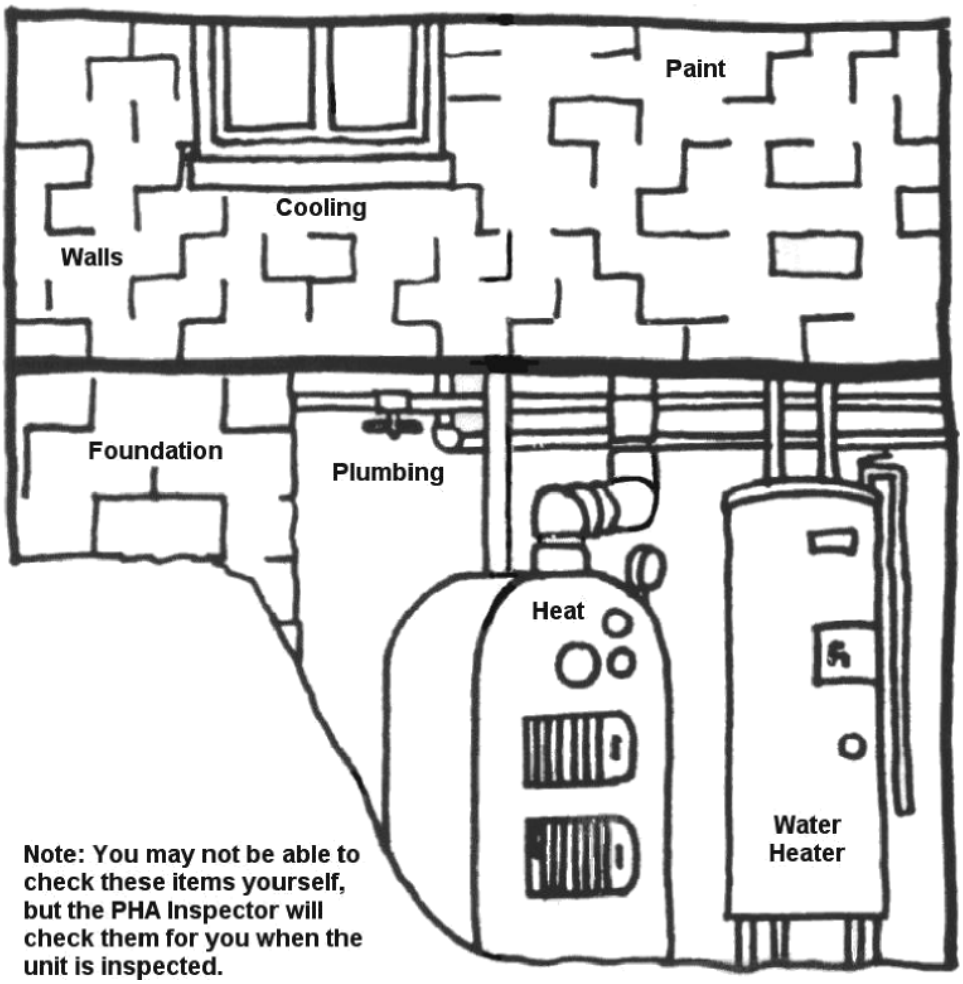
You should also think about:

- 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 effect 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?



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 care 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 place 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.

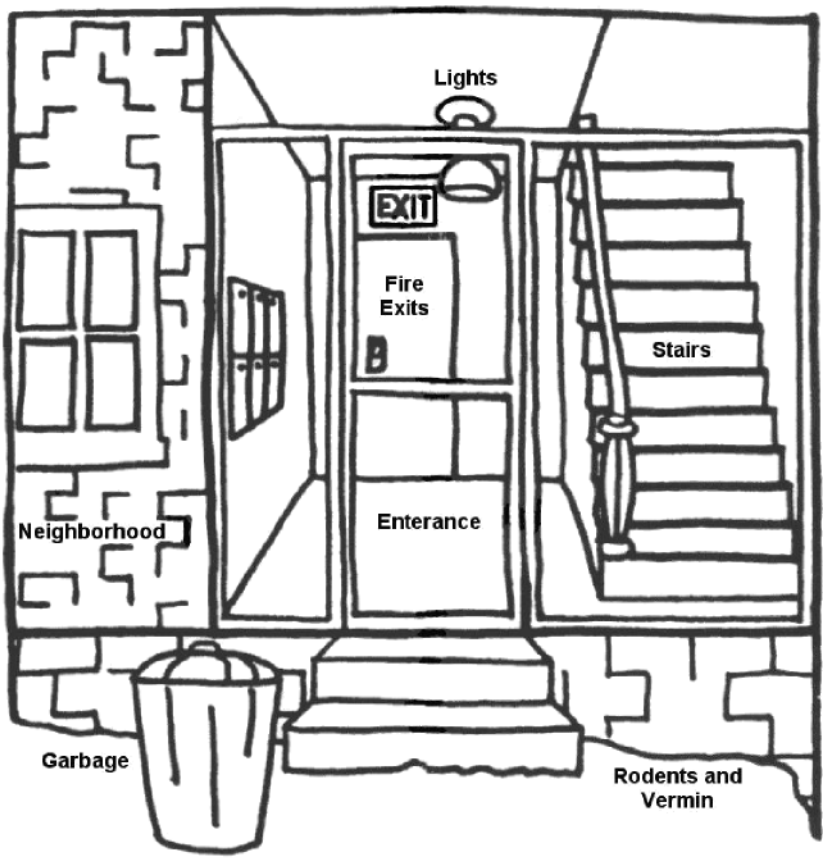
- The presence of screens and storm windows.

- 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 utilizes be affordable and is the unit energy-efficient?

- Be sure to read the lead-based paint brochure give 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:

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 R*equest 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 if yourself.

It 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.

My Search Notes

Date:	Notes:
Contact Name:	
Contact Phone:	
Property Address:	
Date: Contact Name: Contact Phone: Property Address: Date: Contact Name: Contact Phone: Property Address:	Notes:
Date: Contact Name: Contact Phone: Property Address: Date: Contact Name:	Notes:
Contact Phone:	Notes:
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Cleaning

Not only is a clean home a happy home, but it can help prevent damage to the unit that can result in a loss of your deposit when you move out. Ensuring that you're ready and able to clean your home from day 1 will go a long way to helping you keep a clean home throughout your time as a tenant!

The minimum required equipment:

- Dish soap (warm soapy sink water is great for cleaning almost everything, not just dishes)
- Broom and dust pan
- Mop and bucket
- Paper towels and/or rags
- 3 somethings to scrub with (brush, scouring pad, etc.) one for tough dishes, one for your toilet, and one for everything else
- Bleach or other disinfecting cleaner to kill germs (DO NOT MIX BLEACH AND AMMONIA)
- Garbage bags (you can reuse plastic shopping bags!)
- Laundry soap and laundry basket
- Toilet plunger – not for cleaning exactly, but you may as well get one while you're getting the rest of it. Having it around when you don't need it is better than not having it when you do!

Optional nice things to have:

- Knee cushion for when you have to get down to scrub
- Old toothbrushes for scrubbing in little spaces
- Latex cleaning gloves to protect your hands and nails
- A duster if you don't want to use rags or towels for dusting
- Special cleaners for different surfaces such as wood and glass (white vinegar + water is also a great cheap glass cleaner)
- Pre-packaged disinfecting wet wipes are convenient for wiping down counters, toilets, and any germy surface in your home
- Vacuum if you have carpet in your home

Tips:

- When something spills, the best time to clean it is right now! Teach this to yourself and everyone else in your home. Ideally, the spiller will wipe up their own mess.
- Try to set aside 15 minutes each day to clean. Use this time to do your dishes and pick up after yourself. If you have kids, get them involved in this 15 minute daily cleaning by having them pick up their rooms or help you throughout the house.
- Weekly, a 2-hour block of cleaning where you do sweeping, moping, dusting, the whole bathroom, wiping down surfaces, etc. will help keep your home tidy all week long. Get the whole family involved in this time as well. Once you're finished, maybe everyone has a treat!
- "A place for everything and everything in its place" is an old cliché, but it's true. Everything and everyone in your home is happier when every item has a place to belong, and pick up time is easier when you know where everything is supposed to be. If you can't find a place for everything, you may have to downsize or look for more storage options (shelves, bins, etc.)

Jackson County, Illinois
Public Schools

Town	Name	Address	Phone	Grades
Carbondale	Carbondale Community High School District 165	1301 E. Walnut St.	618-457-3371	9-12
Carbondale	Parrish Elementary District 95	121 N. Parrish Ln.	618-457-5781	PreK-1
Carbondale	Thomas Elementary District 95	1025 N. Wall St.	618-457-6226	2-3
Carbondale	Lewis Elementary District 95	801 S. Lewis Ln.	618-457-2632	4-5
Carbondale	Carbondale Middle School District 95	1150 E. Grand Ave.	618-457-2174	6-8
Carbondale	Giant City District 130	1062 Boskydell Rd.	618-457-5391	K-8
Carbondale	Unity Point District 140	4033 S. Illinois Ave.	618-529-4151	PreK-8
Murphysboro	General John A Logan Attendance Center District 186	320 Watson Rd.	618-684-6061	K-2
Murphysboro	Carruthers Elementary School District 186	80 Candy Ln.	618-687-3231	3-5
Murphysboro	Murphysboro Middle School District 186	2125 Spruce St.	618-684-3041	6-8
Murphysboro	Murphysboro High School District 186	50 Blackwood Dr.	618-687-2336	9-12
Campbell Hill	Trico District 176	16533 Highway 4	618-426-1111	K-12
DeSoto	DeSoto School District 86	311 Hurst Rd.	618-867-2317	PreK-8
Elkville	Elverado Primary School District 196	114 S. 8th St.	618-568-1321	K-2
Vergennes	Elverado Intermediate and Jr. High School District 196	190 Harrison St.	618-684-3527	3-5 and 6-8
Elkville	Elverado High School District 196	514 S. 6th St.	618-568-1104	9-12

Highlighted area shows the areas in which JCHA will assist HCV participants without having to request portability of their voucher.

JacksonCounty
Illinois
N
Perry
Randolph
Franklin
Union
Jackson
Campbell Hill
Dowell
Elkville
Vergennes
Ava
De Soto
Harrison
Murphysboro
Carbondale
Southern Illinois
University
Carbondale
Gorham
Grand Tower
Pomona
Makanda
Legend
County Boundary
County Seat
Major City
Major Road
University
Iowa
Michigan
Indiana
Ohio
Missouri
Kentucky
0 2.25 4.5 9 Kilometers
0 1.5 3 6 Miles
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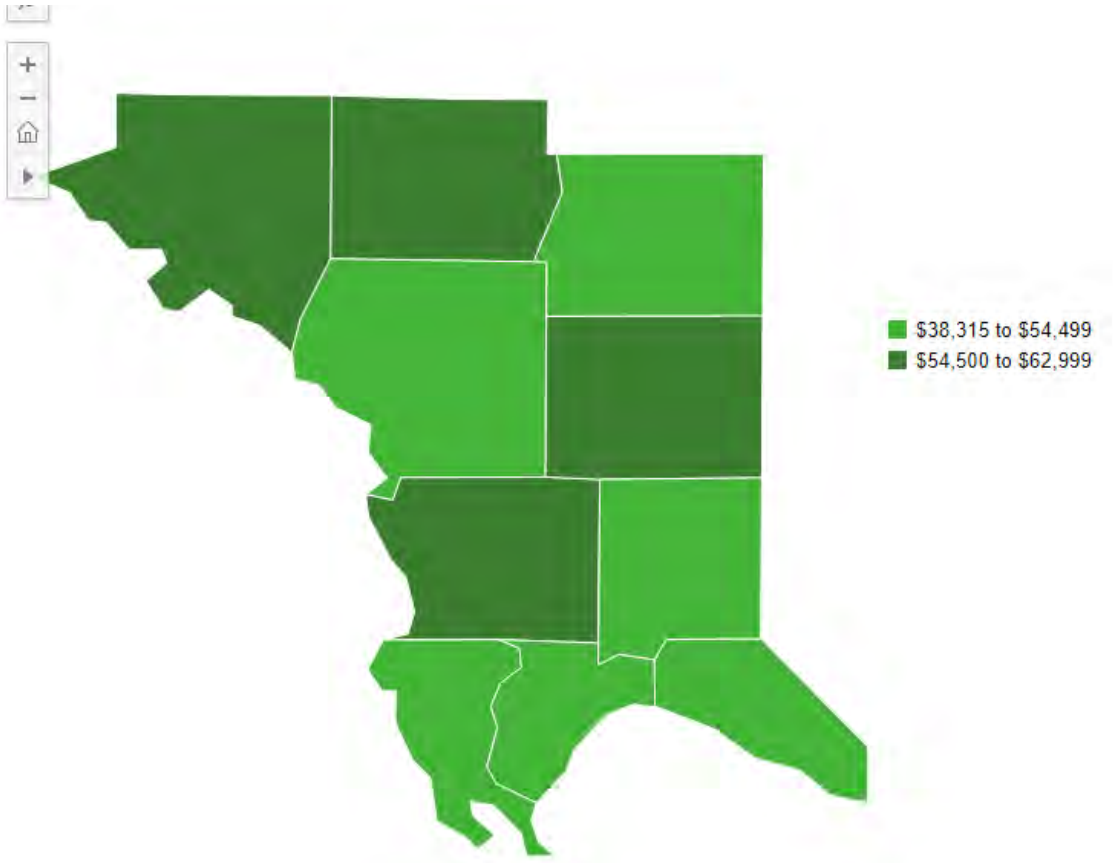
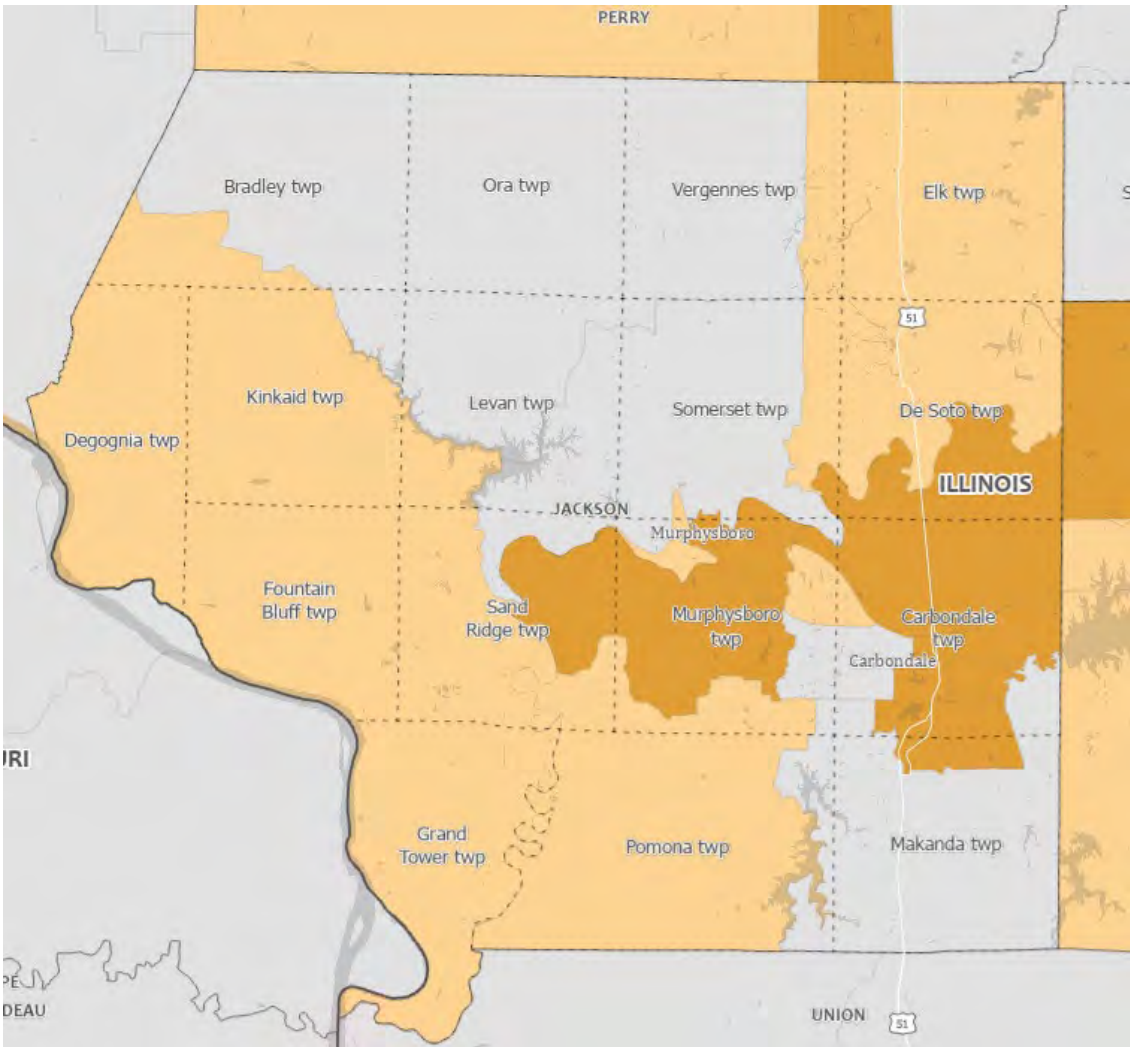
Median Income for JCHA Coverage Area



Based on 2020 Data

Poverty Levels for Jackson County, Illinois



Based on 2017-2021 US Census Data

High Poverty Status

High poverty area
20% of the population or more are below the poverty level

Possible high poverty area
The confidence interval includes "20% of the population or more are below the poverty level," but the point estimate is lower than that threshold

Not a high poverty area
Areas that do not meet either of these criteria

Data not available
Data is not shown for these areas

FACT SHEET
For HUD ASSISTED RESIDENTS

Project-Based Section 8

"HOW YOUR RENT IS DETERMINED"

Office of Housing

September 2010

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

Why Determining Income and Rent Correctly is Important

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

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

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

OAs' Responsibilities:

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

Residents' Responsibilities:

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

Income Determinations

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

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Project-Based Section 8 Rent Formula:

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

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

OR

- $25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA). Exclusions to income and deductions are part of the tenant rent process.

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

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum additions to family assets, see Exclusions from Annual Income, below Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Assets Include:

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

Assets Do Not Include:

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

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

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed $200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of $480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of $480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State of local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

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

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

Deductions:

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

Reference Materials

Legislation:

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

Regulations:

- General HUD Program Requirements;24 CFR Part 5

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

"Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001

For More Information:

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

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL

Landlord and Tenant Rights and Laws

There are many state laws and judicial decisions that give landlords and tenants specific legal rights and responsibilities. The purpose of this fact sheet is to give you general information on those rights and responsibilities. This fact sheet should not be used as the final source of information on landlord and tenant law. Consult your local municipality for ordinances regulating landlord and tenant rights. Also, this fact sheet does not pertain to you if you live in federally subsidized housing. Tenants living in subsidized housing have rights under federal law not covered here.

Tenant's Rights and Responsibilities

- You should demand a written lease to avoid future misunderstandings with your landlord.
- You must pay your rent on time.
- You must keep the rental unit clean and undamaged.
- You are responsible for any damages beyond normal wear and tear.
- You must pay the utility bill if the lease makes you responsible.
- You may not alter the rental unit without your landlord's approval.
- You must give written notice when you intend to move if you don't want to lose your security deposit. Normally, a 30-day notice is sufficient, unless your lease requires a longer period.
- The Illinois Retaliatory Eviction Act prohibits your landlord from evicting you for complaining to any governmental authority (housing inspector, human rights commission, etc.).

Landlord's Rights and Responsibilities

- Must keep the rental unit fit to live in.
- Must make all necessary repairs.
- Must keep the rental unit in compliance with state and local health and housing codes.
- May set the amount of rent and security deposit.
- May charge you a reasonable fee for late rent payments.
- May make reasonable rules and regulations.

Security Deposits

Your landlord can require you to pay a security deposit that may be used to cover unpaid rent, repair damages to the unit and clean the unit after you move. The amount of the security deposit is normally equal to one month's rent; however, there is no legal limit on the amount your landlord can require.

Interest on Your Security Deposit

State law requires your landlord to pay you interest on your security deposit if it is held for at least six months and there are at least 25 units in your building or complex. Your landlord must pay you the interest or apply the interest as a credit to your rent every 12 months. You may sue your landlord for willfully failing to pay interest and recover an amount equal to your security deposit, court costs and attorney's fees.

Return of Your Security Deposit

The Illinois Security Deposit Return Act requires your landlord to return your security deposit in full within 45 days of the date you moved, if:

- Your building or complex consists of five or more units.
- You do not owe any back rent.
- You have not damaged the rental unit.
- You cleaned the apartment before you moved.

If your landlord refuses to return all or any portion of your security deposit, he/she must give you an itemized statement of the damages along with paid receipts within 30 days of the date you moved. You can sue your landlord to recover your security deposit. If a court finds that your landlord violated the security deposit law, he/she could be liable for damages in an amount equal to two times your security deposit, court costs and attorney's fees.

Rent Increases
In a week-to-week or month-to-month tenancy, the landlord can raise your rent by any amount if he/she gives you seven days' notice for a week-to-week lease or 30 days' notice for a month-to-month lease. Your landlord cannot raise your rent if you have a fixed-term lease. In other words, if you have a year lease, your landlord cannot raise your rent prior to the expiration of the lease.

Illinois does not have a rent control law. Therefore, your landlord can raise your rent as much as he/she deems necessary. However, you should contact your local units of government to see if your city or county has a rent control ordinance.

Terminating a Lease
Your landlord must notify you in writing that he/she intends to terminate the lease. If you are renting month-to-month, you are entitled to a 30-day written notice. Leases running year-to-year require a 60-day written notice. YOUR LANDLORD DOES NOT HAVE TO GIVE YOU ANY REASON FOR TERMINATING THE LEASE.

Illinois Rental Property Utility Service Act
If your landlord has failed to pay a utility bill for which he/she is legally responsible, you may pay the bill and deduct the payment from your rent.

Discrimination
A landlord may not refuse to rent or lease an apartment or house to potential tenants or have different rental terms on the grounds of race, color, religion, national origin, ancestry, sex and marital status, or disability. Under the Federal Fair Housing Act, it is illegal to discriminate against families with children when leasing a rental unit. Complaints about discrimination may be filed with the Illinois Department of Human Rights.

The Eviction Process
A landlord must file a lawsuit in order to evict you. Your landlord cannot make you move by turning off your utilities. Also, your landlord may not evict you by locking you out, changing the locks or removing your personal property from the rental unit. The eviction process is detailed below:

Your landlord must give you a written notice stating the reason for the eviction. If the reason is for nonpayment, your landlord must give you five days to pay the rent. If the eviction is for violating a provision in the lease, your landlord must give you a 10-day notice.

If you remain in the rental unit after the eviction notice, your landlord can file a lawsuit to evict you. The Illinois Forcible Entry and Detainer Act requires your landlord to serve you a summons and complaint. The summons will require you to appear in court. Go to court on the scheduled day. Remember, you have the right to:

- Have legal representation at your cost.
- Have a trial by jury.
- Present evidence.
- Call your own witnesses.
- Ask questions.

The burden of proof is on your landlord. The judge will make a decision. If you lose your case, the judge will order you to vacate the rental unit. However, the judge normally will give you some time to move. You have the right to appeal the decision. This must be done within 30 days after the trial. If you do not move out, your landlord may ask the Sheriff's office to physically evict you. **Remember, only a sheriff can physically evict you. It is illegal for a landlord to evict you by locking you out.**

Eviction Defenses

You may be able to use the following defenses to stop an eviction or set off a claim for unpaid rent:

- You paid the rent during the 5-day notice period.
- Your landlord retaliated against you for filing a complaint with a governmental authority.
- You withheld a reasonable portion of your rent because your landlord failed to maintain the utilities (when it was the landlord's responsibility) or failed to make repairs after being given notice that they were needed.

If You Need Further Help

If you have further questions about landlord and tenant law or a specific problem you may contact:

- Your attorney for legal advice.
- Legal aid services to determine if you are eligible for free legal services.
- The Illinois Lawyer Referral Service for the name and telephone number of a private attorney. The attorney will charge a moderate fee for an initial interview.
- The Illinois Department of Human Rights - Chicago: (312) 814-6200, TDD: (312) 263-1579; Springfield: (217) 785-5100, TDD: (217) 785-5125; Housing complaints: 1-800-662-3942.

For more information, please contact us.

Chicago
100 W. Randolph Street
Chicago, IL 60601
(312) 814-3000
TTY: (800) 964-3013

Springfield
500 S. Second Street
Springfield, IL 62706
(217) 782-1090
TTY: (877) 844-5461

Carbondale
601 S. University Avenue
Carbondale, IL 62901
(618) 529-6400/6401
TTY: (877) 675-9339

Please visit www.IllinoisAttorneyGeneral.gov

APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS…

IS FRAUD WORTH IT?

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- **Evicted** from your apartment or house.
- **Required to repay** all overpaid rental assistance you received.
- **Fined** up to $10,000.
- **Imprisoned** for up to five years.
- **Prohibited** from receiving future assistance.
- **Subject** to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(**Important Notice for Hurricane Katrina and Hurricane Rita Evacuees:** HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.**)**

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:

HUD OIG Hotline, GFI

- 7th Street, SW Washington, DC 20410

December 2005

form HUD-1141

(12/2005)

Jackson County Housing Authority

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Jackson County Housing Authority** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants

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

Protections for Tenants

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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

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

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

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

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

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

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

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

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

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Linda Eller at the local HUD Field Office at 312-353-6236.

For Additional Information

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

For questions regarding VAWA, please contact Jackson County Housing Authority

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

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's):_____

4. Name(s) of other family member(s) listed on the lease:_____

_____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed):_____

_____

7. Relationship of the accused perpetrator to the victim:_____

8. Date(s) and times(s) of incident(s) (if known):_____
_____

10. Location of incident(s):_____

In your own words, briefly describe the incident(s): _____ _____ _____ _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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 <u>one</u> 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.

<u>Note:</u> 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.

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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/ph/eiv

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH 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**

JACKSON COUNTY HOUSING AUTHORITY
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www.jacksoncountyhousingauthority.org

INTERIM CHANGE FORM

PLEASE COMPLETE THE ENTIRE FORM (FRONT AND BACK)

Tenant's Printed Name: _____

Email: _____ **Phone #:** _____ **Alt. Phone #:** _____

It is your responsibility to report all changes in family size and income to the Housing Authority, in writing, within 10 days of the date the change occurred.

Income

What is the reason for your change, please check all that apply:
☐ New Job ☐ Loss of Job ☐ Increase in pay ☐ Decrease in Pay
☐ SSI/Social Security ☐ Unemployment ☐ Child Support ☐ Other: explain below

I have provided the following documentation for my change, please check all that apply:
☐ All paystubs in the last 30 days
☐ SS/SSI benefit Letter
☐ Letter from person contributing financially to your household
☐ Other: _____
☐ I have not yet provided documentation – *I understand that documentation is required for the rent change review.*

Current/New Employer: _____
Address: _____
Phone: _____ Fax: _____
Start Date: _____ Hourly Rate: $ _____ Hours per Week: _____

Former Employer: _____
Address: _____
Phone: _____ Fax: _____
Last Date of Pay: _____ Reason for Leaving: _____
_____

☐ **SSI/Social Security** ☐ **Unemployment** ☐ **Child Support**
Start Date: _____ End Date: _____ Amount: $_____
Frequency of payments: ☐ Weekly ☐ Bi-weekly ☐ Monthly

Other Changes in Income: _____
_____
_____

Household

Have there been any changes in your household composition or family size?
☐ Yes ☐ No

If yes, explain: _____
_____
_____
_____
_____

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Childcare	**What is the reason for your change, please check all that apply:** ☐ New childcare provider ☐ No longer have childcare ☐ Increase in fees ☐ Decrease in fees
	I have provided the following documentation for my change, please check all that apply: ☐ Form/letter from childcare provider showing current payment amount and frequency ☐ Form/letter from childcare provider showing current copay amount and frequency ☐ Receipts of payment(s) for the last 60 days ☐ I have not yet provided documentation – *I understand that documentation is required for the rent change review.*
	Childcare provider: _____ Address: _____ Phone: _____ Amount you pay: $_____ Frequency of payments: ☐ Weekly ☐ Bi-weekly ☐ Monthly

Medical **(For elderly and disabled only)**	**I have medical expenses that exceed 30% of my income. Those expenses include:** ☐ prescription medications ☐ equipment ☐ transportation costs to medical appointments ☐ co-pays ☐ medical bills ☐ other: _____
	I have provided the following documentation for my change, please check all that apply: ☐ 6 month print out of prescriptions from pharmacy or doctors office ☐ copy of medical bills ☐ copy of receipts ☐ other: _____ ☐ I have not yet provided documentation – *I understand that documentation is required for the rent change review.*

WARNING: Section 1001 of Title XVII of the United States Code makes it a criminal offense to make willful false statements or misrepresentations to any department or agency of the United States as to any matter within its jurisdiction.

I certify that the above information is correct and I understand that any misrepresentation will be grounds for denial or termination with the program.

_____ _____
TENANT SIGNATURE DATE

JCHA EMPLOYEE
Sign that you have received this form and the documentation specified above, unless otherwise noted. Make a copy of this signed form for the Tenant.

_____ _____
EMPLOYEE SIGNATURE DATE

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Request for Portability

HCV participants can utilize portability to move outside of their current PHA's jurisdiction and continue receiving HCV assistance. Participants who did not live in Jackson County at the time they received their voucher must live in JCHA's jurisdiction for 1 full calendar year prior to porting their voucher. PHA's have the authority to deny portability requests if the receiving PHA plans to bill for the participant and such action will cause a financial burden on the initial PHA. Requests will also be denied if participants are not in good standing with their current landlord.

Keep in mind that participants will be subject to any applicable background checks and eligibility requirements for the receiving PHA. Questions regarding this should be directed to the receiving PHA.

Many PHA's require in person interviews for any participants requesting to move to their jurisdiction, so be prepared to travel. It is also recommended that participants visit the area they are interested in porting to prior to making the decision to send their voucher to that PHA to ensure they are comfortable and familiar with the area.

If the portability request is approved, the assigned Coordinator will set up a time for the participant to meet with them to sign their voucher. After that, the appropriate paperwork will be sent to the requested PHA. Following acceptance of the paperwork the receiving PHA will reach out to the participant to move forward in the process.

For Participant to Complete:

Name of PHA: _____

Contact Person Name: _____

Address of PHA: _____

_____

Phone Number of PHA: _____

Email for PHA: _____

Fax for PHA: _____

Is PHA Billing or Absorbing? _____

Participant Phone #: _____

Participant Email: _____

Participant Printed Name: _____

Participant Signature: _____

For Current Landlord to Complete:

- Is participant current on rent?
  Yes / No
- Is participant still in a lease?
  Yes / No
- If yes, when does their lease end?
  _____
- Are you allowing them to break their lease?
  Yes / No
- If yes, when does their lease end?
  _____
- Has participant given you proper written notice that they intend to vacate your unit?
  Yes / No

Landlord Printed Name: _____

Landlord Signature: _____

Date Signed: _____

JCHA Official Name: _____ JCHA Official Signature: _____
Date Approved: _____ Date Denied: _____ Date Paperwork Sent to Receiving PHA: _____

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HCV Request for Move Around

HCV tenants can move within the JCHA's jurisdiction so long as they are in good standing with their landlord, not currently in a lease, and have given the landlord the proper notice that they wish to move. HCV tenants who move without notifying JCHA prior or whose landlord indicates that they owe rent, are still in a lease, or did not give proper notice will have their assistance placed on hold.

Upon approval of your move request, your assigned Coordinator will provide you with the Request for Tenancy Approval (RFTA), a current list of HCV landlords, and the appropriate rent range to look in for your current voucher size. Whenever you find a suitable unit, you will provide the landlord with the RFTA form to complete. Upon receipt of the form, we will review and approve or deny the RFTA form. If approved, our Inspector will coordinate with the landlord to schedule an inspection of the unit. At this time, your Coordinator will schedule a time to meet with you and any other adult household members in the office to complete re-certification paperwork. Please be prepared to attend this appointment prior to moving into your new unit. Please note that JCHA is unable to assist you in the unit until the inspection has *passed* and you have completed the necessary paperwork. If you choose to move into the unit prior, you are fully responsible for any rent charges due to your new landlord.

To begin this request, please complete the lower half of this form and promptly return to our office.

For Tenant to Complete:

By completing this form, I certify that I understand and agree to the above information in relation to my request to move. Failure to follow the policy as outlined on this form could result in delay of my request to move and/or a hold being placed on my assistance.

Tenant's Printed Name:_____

Tenant's Signature: _____

Date Signed: _____

Tenant's Phone #: _____

Tenant's Email: _____

Anticipated Move Date:_____

For Current Landlord to Complete:

- Is participant current on rent?
  Yes / No
- Is participant still in a lease?
  Yes / No
- If yes, when does their lease end?
  _____
- Are you allowing them to break their lease?
  Yes / No
- If yes, when does their lease end?
  _____
- Has participant given you proper written notice that they intend to vacate your unit?
  Yes / No

Landlord Printed Name: _____

Landlord Signature: _____

Date Signed: _____

Date Approved: _____ Date Denied: _____ Reason for Denial: _____
JCHA Official Name: _____ JCHA Official Signature: _____