

# FAMILY HANDBOOK

A Guide For Families Participating In the Section 8  
Housing Choice Voucher Program

## Housing Authority of the County of San Diego



COUNTY OF SAN DIEGO  
**HHSA**  
HEALTH AND HUMAN SERVICES AGENCY

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**LIVE WELL**  
SAN DIEGO

# **Housing Authority of the County of San Diego**

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## Introduction

This handbook provides information to participants (family) of the Section 8 Housing Choice Voucher (HCV) Program.

The Section 8 HCV Program is a federally-funded program monitored by the U.S. Department of Housing and Urban Development (HUD). The program is administered by local public housing agencies and provides rental assistance to eligible low-income households to enable them to obtain decent, safe, and sanitary housing. The program pays a portion of the rent directly to the landlord and the assisted family is responsible for the remainder of the rent.

The program assists households that meet certain income and eligibility requirements. The Housing Authority of the County of San Diego (Housing Authority or HACSD) has certain preferences for selection from the program's waiting list. Households receiving top preference are those living/working in the areas the Housing Authority serves and are in one or more of the following categories: elderly, disabled, families with children, veterans or veterans' surviving spouses, homeless, and working poor who are working at least 32 hours per week for at least 12 months prior to the eligibility determination. The Housing Authority's jurisdiction is all of San Diego County **except** for the cities of San Diego, Oceanside, National City, Carlsbad, and Encinitas.

## How the Section 8 Housing Choice Voucher Program Works

Once a family is determined eligible for assistance and receives a Housing Choice Voucher (voucher), the family must find an acceptable rental unit. ***The landlord conducts his/her normal application and screening process.*** The unit must pass an inspection to meet Housing Quality Standards (HQS). The owner must charge a reasonable market rent for the unit based upon its age, size, type, location, owner paid utilities and amenities. The rent must be affordable to the family. The family pays a minimum of 30 percent of its monthly-adjusted income for rent and utilities. However, the family may not pay more than 40 percent of its monthly-adjusted income for rent and utilities at the time the unit is initially approved.

After a rental unit is selected, the family and the landlord complete and return the paperwork provided to the family by the Housing Authority. The Housing Authority must approve the rent, approve the owner, approve the location, inspect and approve the unit, and sign a contract with the landlord.

Finally, the family must sign a lease with the landlord with the same terms and conditions as the contract. The Housing Authority cannot begin payments prior to the date the unit passes inspection.

The landlord will collect two payments each month—one from the Housing Authority and the other from the family. The assistance the family receives is based on the family's income, the number of bedrooms on the voucher and in the unit, and the rent and utilities paid by the family.

To continue to receive assistance, the family must follow the rules of the program. If the family fails to comply with program requirements, such as failing to pay rent for any reason, the family's participation in the program may be terminated and/or the family may be required to repay assistance provided on behalf of the family.

The program provides for family mobility and the family is entitled to transfer its voucher anywhere in the United States that has a Housing Authority to administer the family's assistance.

# Reasonable Accommodation Policy

## Definition

A reasonable accommodation is an exception or adjustment to a rule, policy, practice or service necessary for a person with a disability to have an equal opportunity to use and enjoy a home, including public and common use spaces.

When a family member needs an accessible feature or an exception or adjustment to a policy in order to accommodate a disability, the Housing Authority must provide the modification within reason. The Housing Authority may not be able to approve an accommodation if it would create an undue financial burden or change the essential nature of the program. The Housing Authority will work with the family to find a reasonable alternative accommodation in such cases.

In order to evaluate a reasonable accommodation, the Housing Authority will evaluate if:

- The individual meets the definition of a person with a disability;
- The accommodation will improve the individual's access to the HACSD's programs and services;
- The requested accommodation is reasonable, and;
- The participant requests the accommodation.

## Accommodation Requests

A participant with a disability must *ask* for the specific change or policy exception needed for the Housing Authority to evaluate if the rule can be modified under the reasonable accommodation policy. Unless otherwise known to the Housing Authority, you must explain the relationship between the request and the disability. A specific format or language is not required. A written request is one way to provide the information needed for a reasonable person to understand the nature of the request and the disability accommodation. The explanation should include whether the accommodation is needed on a temporary or permanent basis. If temporary, an annual review of the disability will be completed to verify continued eligibility for the disability related accommodation.

In some cases, the Housing Authority may request verification of the disability only to the extent necessary to evaluate the disability-related need for the accommodation. You will not be asked about a specific diagnosis and should not provide medical records.

When requesting an exception to the subsidy standard, you must provide documentation from a healthcare provider supporting the need for an additional room to accommodate a live-in aide or special equipment. The documentation must specify the medical need for a live-in aide or a separate room for medical equipment. The placement of the equipment will be verified during routine inspections. If the additional room is not being used for the approved accommodation the Housing Authority may reduce the subsidy.

## Landlord Accommodations

Upon request, a landlord must agree to allow reasonable modifications for a disabled family at the disabled family's expense.

## A Three-Way Partnership Within the Section 8 Housing Choice Voucher Program

The three-way partnership within the Section 8 HCV Program is between the Housing Authority, the tenant, and the landlord of the rental unit.

<b>Responsibilities of the Housing Authority</b>	<b>Responsibilities of the Owner/Manager</b>	<b>Responsibilities of the Family</b>
Determine if an applicant is eligible for rental assistance.	Conduct all tenant screening, selection and leasing activities.	Provide complete and accurate information to the Housing Authority.
Explain all the rules of the program to all qualified families.	Comply with the terms of the Housing Assistance Payments Contract and lease.	Make a best effort to find a place to live that is suitable and qualifies for the program.
Issue a Housing Choice Voucher.	Collect from the tenant any security deposit and tenant share of the rent.	Cooperate by attending all appointments scheduled by the Housing Authority.
Approve the unit, the owner, and the lease.	Enforce tenant obligations under the lease.	Take responsibility for the care of the assisted housing unit.
Make timely housing assistance payments to the owner.	Pay for utilities and services (unless paid by the tenant under the lease).	Comply with the terms of the lease with the owner.
Determine continued eligibility for both the family and the unit according to the reexamination and inspection schedule.	Maintain the unit in accordance with housing quality standards, except for conditions that are the tenant's responsibility.	Comply with the Family Obligations of the Housing Choice Voucher.
Ensure owners and families comply with the program rules and the owner complies with the contract.	Comply with all Fair Housing laws.	Not engage in criminal activities
Provide families and owners with prompt and professional service.	Ensure a safe and secure living environment.	Obtain permission from the landlord and the Housing Authority prior to allowing anyone to move in.
Upon request, provide a reasonable accommodation to a disabled family member.	Agree to allow reasonable modifications for a disabled family at the disabled family's expense.	Report within 14 days to the Housing Authority any changes in income, assets, and family composition.

## Leasing Up

The HCV program provides rental assistance for self-contained rental units such as: houses, apartments, townhouses, duplexes, and manufactured homes. In addition, owners of manufactured homes may be eligible for space rent assistance. Families may also be eligible to receive rental assistance in certain special housing types, such as shared housing, single room occupancy units (SROs), or group homes.

**Commencement of Assistance:** Assistance cannot be started prior to the completion of the following steps:

- Housing Authority acceptance of the Request for Tenancy Approval (RFTA)
- Unit passes inspection
- Execution of the lease and contract

*If you move in prior to these steps taking place, you are responsible for the full rent.*

### **Rent Reasonableness**

The landlord must charge a rent comparable to similar units in the area. A rent reasonable comparison will be conducted upon initial lease up. If the rent is too high and the landlord will not lower the rent, you must find another unit even if you are willing to pay the higher amount.

**Separate Agreements:** The Housing Authority must approve in advance separate agreements between the landlord and the family for services, amenities, charges, and special purchase fees that are not included in the rent. Generally, all services and amenities must be included as part of the contract rent unless the tenant has the option to decline the services or amenities.

**Security Deposit:** The landlord may collect a security deposit from the family that does not exceed the limits imposed by federal, state, and local law.

**Housing Condition:** All units occupied by an assisted household must meet the health, safety, security, and occupancy standards of the program. The unit must pass a minimum housing quality standards inspection conducted by the Housing Authority prior to commencement of assistance and at least bi-annually thereafter.

**The Lease:** An executed lease with a term of at least six months is required. The lease and the contract must mirror each other with the same term, initial rent, and tenant or landlord responsibilities for gas, electric, sewer, water, trash services, stove, and refrigerator. The Housing Authority provides a Lease Addendum that must be attached to the lease.

The Housing Authority must approve a new lease or lease extension in advance. All new leases require the execution of a new contract with the same terms and conditions. The landlord may offer the family a lease for a term beginning any time after the initial term of the lease. The landlord must give the family and the Housing Authority a written notice of the offer at least 60 days before the start of the new lease term.

**Family Payments to the Landlord:** The family must pay the difference between the Housing Authority's payment amount and the total contract rent for the unit. The landlord may not demand or accept any rent payment in excess of this amount and must immediately return any excess rent payment.

### **Lease Termination by the Family**

The family may terminate the lease at any time after the lease term. The family must give a written advance 30-day move-out notice to the landlord and a copy to the Housing Authority at the same time.

## **Rent Calculations**

The Housing Assistance Payment is the amount paid by the Housing Authority to the owner. This amount includes the payment to the landlord for rent and an additional payment to the family if the assistance payment exceeds the rent according to the lease.

The amount of rent the assisted family must pay to the landlord is dependent upon several factors in addition to the family's income.

### **Total Tenant Payment**

The total tenant payment is the highest amount of either 30% of the family's adjusted monthly income or 10% of the family's gross monthly income or the minimum rent of the Housing Authority. The minimum rent for HACSD is \$50.\* This is the minimum amount you will pay for rent. *Participants experiencing financial hardship may request an exemption from the minimum rent.*

### **Family Share**

This is the total amount of rent and utilities paid by the family. This amount may be greater than the total tenant payment depending on the rent charged for the selected unit.

### **Prorated Assistance Calculation**

A mixed family consists of both eligible and non-eligible family members. Mixed applicant or participant families will be assisted based on a proration. Proration of assistance for mixed families is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who are eligible. Subsidy standards are based on eligible household members.

### **Utility Allowance**

A utility allowance is calculated for an assisted family if the family is responsible for paying the cost of any utilities, excluding telephone. This is an amount approved by HUD/PHA for reasonable energy consumption by an energy efficient household and may not reflect the full amount of the expense actually incurred.

### **Family Unit Size and Subsidy Standards**

There is a standard for determining the appropriate number of bedrooms for a family size. HUD regulations establish that one bedroom is assigned per each two persons regardless of family relationship. A live-in aid is entitled to a separate bedroom. A reasonable accommodation may be requested for a person with disabilities.

### **Payment Standard**

The payment standard is the maximum monthly assistance payment for a family assisted in the HCV program before deducting the total tenant payment by the family. Families pay a predetermined amount of the rent and the Housing Authority pays the remainder of the rent directly to the landlord — up to the applicable payment standard.

The payment standard is based on the number of bedrooms approved for the family's size and the community to which the family moves. If the total rent for the unit is higher than the payment standard, the tenant is responsible for paying the difference in addition to their total tenant payment.

*If you select a unit larger than your approved subsidy the lower payment standard will be used to determine your assistance payment and utility allowance.*

**Small Area Fair Market Rent (SAFMR)**

Fair market rent is the typical rent, including the cost of utilities, established for different sized units, that must be paid in the housing market area that meets the average cost of renting modest, decent, safe and sanitary housing. The HACSD uses a Small Area Fair Market Rent method to determine the payment standard. This means there may be different payment standards for each zip code area. This allows for higher rent areas to have higher payment standards.

*If you choose to rent in a higher-cost neighborhood you may receive more assistance toward rent and utilities under SAFMR. This increases the opportunity for HCV participants to have equal opportunity for lower poverty area community resources.*

**Affordability**

When the rent exceeds the payment standard the tenant may be responsible for paying the difference. At initial lease up and for a move the rent may not exceed 40% of the adjustable monthly income. This limit does not apply when there are changes after the initial lease term.

**Reporting Responsibilities**

Families have the important responsibility to keep the Housing Authority up-to-date on changes to household status.

*You must notify the Housing Authority whenever there is a change in your household income, composition, or assets. Failure to report a change within 14 days of its occurrence may result in termination of your rental assistance benefits and/or repayment of housing assistance payments.*

**Reporting Procedures**

Report all changes in writing to your housing representative.

<b>By Mail:</b>	<b>In Person:</b>
Housing and Community Development Services PO BOX 23019 San Diego, CA 92193-9801	Housing and Community Development Services 3989 Ruffin Rd San Diego, CA 92123

You may also fax or email the information directly to your housing representative. The information will be placed in your file and you will be notified if more information is needed or if there are any changes to your assistance.

**Changes in income include, but are not limited to:**

- ⇒ New job (even if it's a second job)
- ⇒ Termination of job
- ⇒ Pay raise or overtime pay
- ⇒ Child or spousal support
- ⇒ Pension, SSA, SSI, & Cal-WORKs
- ⇒ Any lump-sum payments
- ⇒ Regular payment of bills or other expenses by someone not living in the assisted household
- ⇒ Regular monetary or non-monetary gifts by someone not living in the assisted household
- ⇒ Business income

**Changes in household composition include, but are not limited to:**

- ⇒ New baby
- ⇒ A death in the family
- ⇒ Any person who lives with you (sleeps, eats, bathes in your unit) must be reported. A guest must have another residence and is limited on the number of overnight visits per year.
- ⇒ Any person who moves out of your unit
- ⇒ Additions to your household (you must always obtain your landlord's and the Housing Authority's approval before someone moves in).

**Changes in assets include, but are not limited to:**

- ⇒ New bank accounts
- ⇒ Changes in banks or accounts
- ⇒ Property or vehicles
- ⇒ Stocks, bonds, or certificates of deposit
- ⇒ Inheritance
- ⇒ Insurance settlement
- ⇒ Life insurance with a cash value
- ⇒ Gifts
- ⇒ Collections for investment, such as a stamp or a coin collection
- ⇒ Annuities
- ⇒ Lottery or gambling winnings

## **Family Obligations**

- **Pay your portion of the rent and utility bills on time.**
- **Provide and maintain appliances as agreed to on the lease.**
- **Maintain the dwelling in the best possible condition.**
- **Repair any damages caused by your household within thirty (30) days or, in the event the damage is life-threatening, within twenty-four (24) hours. Damages beyond normal wear and tear caused by any member of your household or any of your guests are your responsibility.**

## **Violations**

Your participation in the rental assistance program may be terminated if you or any member of your household commit any of the following violations:

- Fail to allow the Housing Authority to inspect your unit within a reasonable time after you have received reasonable notice;
- Commit serious or repeated violations of the lease;
- Fail to notify the Housing Authority and the property owner (landlord) in writing at least 30 days before you move out of your unit;
- Fail to promptly give the Housing Authority a copy of an eviction notice received from the property owner (landlord);

- Reside in another residence other than the assisted unit;
- Allow people not approved by the Housing Authority to reside in your unit. The Housing Authority must approve any new residents before they move in and you must report immediately if anyone moves out of your unit;
- Fail to notify and receive approval of the Housing Authority prior to taking in a foster child or a live-in aide;
- Fail to receive the Housing Authority's and the property owner's approval before engaging in legal profit-making business activities in the unit. These activities by family members may be allowed if they are secondary to the primary use of the residence;
- Sublease, assign, transfer, or otherwise re-rent the unit. You may not rent out rooms in the unit;
- Withhold rent without Housing Authority knowledge and permission;
- Fail to supply any information or certification requested by the Housing Authority to verify that (1) your family is living in the unit, or (2) your family is absent from the unit, including any information or certification on the reason(s) for the absences. The Housing Authority must be notified within fourteen (14) days of any absence from the unit;
- Own or have any financial interest in the unit (except for manufactured home owners);
- Receive other federal, state, or local housing subsidies for the unit;
- Fail to (1) supply any information that the Housing Authority or HUD deems to be necessary, (2) disclose and verify social security numbers, (3) sign and submit consent forms for obtaining information, and (4) notify the Housing Authority in writing when the family is away from the unit for an extended period;
- Provide information that is untrue and/or incomplete;
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program;
- Participate in illegal drug or violent criminal activity;
- Rent a unit from an owner who is your, or any member of your family's, parent, child, grandparent, grandchild, sister or brother, unless you receive Housing Authority approval that the unit would provide reasonable accommodation for a family member with disabilities. This rule only applies to new admissions and moves.

## **Terminations**

Grounds for termination include, but are not limited to, violation of any items set forth in this section or the sections on Zero Tolerance for crime, drugs drug trafficking, gangs, and/or property damage.

The Housing Authority may deny program assistance to any applicant, or terminate assistance of any participant, for any of the reasons listed in this section, if:

- The family violates any family obligations;
- Any member of the family has ever been evicted from public housing;
- Any member of the family participates in illegal drug or violent criminal activity, including sexual offenses;
- Any member of the family commits fraud, bribery, or any other corrupt or criminal acts in connection with any federal housing program;

- The family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- The family engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
- There are serious or repeated violations of the lease; or
- The family fails to pay or withholds its portion of the rent for any reason.

## **Zero Tolerance of Property Damage**

The Housing Authority of the County of San Diego maintains a policy of zero tolerance for property damage. Any intentional, careless, or reckless damage by you, your guests, or your family to your Section 8 rental unit will not be tolerated. As a participant in the Section 8 HCV Program, you are required to:

- Maintain the residence in a clean and sanitary condition.
- Avoid and prevent any use of the unit by you, your family, or guests that could result in damage to the residence.

*You will be responsible for pay the costs of any damage (beyond normal wear and tear) and you may be terminated from the Section 8 HCV Program as a result of causing or allowing property damage and/or failing to promptly pay for your damages. You must allow your landlord to make repairs at reasonable times and upon reasonable notice.*

## **Zero Tolerance of Drugs, Crime, and Gangs**

The Housing Authority maintains a policy of zero tolerance for gang activity, violent activity, sexual crimes, illegal drug activity, or fraud involving public monies. The commission of a crime such as fraud, bribery or theft, or any acts of violence, sexual offenses, or drug activity, whether they are gang related, will not be tolerated. This includes:

- **Fraud.** Any attempt at fraud, intentional deceit, or bribery as it relates to any government funds, is grounds for termination from the program.
- **Drug use.** The Housing Authority may terminate assistance for possession and/or use of a controlled substance by *any* family member or guest, including marijuana.
- **Drug sales (trafficking) or manufacture.** The manufacture, sale, distribution, or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]) is strictly prohibited.
- **Alcohol/Personal Use of a Controlled Substance.** The Housing Authority will deny participation in the program in cases where the Housing Authority determines there is reasonable cause to believe that the person is illegally using a controlled substance, or **abuses alcohol** in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. This includes cases where the Housing Authority determines that there is a *pattern* of illegal use of a controlled substance, or of alcohol abuse.
- **Gangs.** Gang activity by any family member will not be tolerated.
- **Violence.** Violence of any kind is strictly prohibited. There will be no tolerance for the use or threatened use of physical force against any individual inside or outside the residence. This includes assault, battery, child abuse, domestic violence, murder, or any other kind of violence against another person or their property.
- **Sex Crimes.** Sexual offenses are prohibited.

Section 8 housing assistance may be terminated for a breach of any of the items listed above and other activity deemed criminal in nature. Those violating these rules may be referred to the San Diego County District Attorney's Office for possible prosecution.

## **Consideration of Circumstances**

A criminal background screening is conducted for new admissions and transfers. This may also include an investigation into an arrest that did not result in a conviction. An applicant/participant may disagree with the accuracy or relevance of the findings. Except in cases for which a denial or termination is mandatory, the HACSD will consider an account of facts or circumstances, provided by the family, prior to deciding to deny an applicant or terminate a participant's assistance. The review will be based on the following criteria:

- The seriousness of the matter, with respect to how it would affect the safety or property of other residents;
  - o A conviction for drug-related or violent criminal activity has more weight than an arrest
  - o Evidence of criminal conduct will be considered if it indicates a risk to safety and property
- The effects a denial or termination of assistance may have on other members of the family who were not involved in the action or failure to act;
- The extent of involvement of the individual household member and whether they are a minor, a person with disabilities, or the victim of domestic violence, dating violence or sexual assault, or stalking;
- Historical facts: The length of time since the violation occurred, the age of the individual at the time of the conduct and recent family history;
- The probability of more favorable conduct going forward; and
- Evidence that the household member has successfully completed drug or alcohol rehabilitation.

The member of the applicant or participant household, including a live-in aide, will be notified and provided an opportunity to challenge the accuracy or relevance of a criminal record before admission of assistance is denied or participation is terminated. Supporting documents that may be submitted include:

- Statements from the individual, witnesses or persons attesting to circumstances;
- Professional recommendations or certifications such as from a health, law or program provider;
  - o Current enrollment in or completion of a drug and alcohol treatment program;
- Evidence of rehabilitation or a change in circumstances.

A designated committee will review the information and make a recommendation. If the recommendation is denial or termination, an applicant family will have the right to an Informal Review, and a participant family will have a right to an Informal Hearing. In some cases, a specified agreement may be offered to allow the family to begin or continue assistance. Failure to comply with the terms of the agreement will result in the issuance of a termination notice.

## **Violence Against Women Act**

The Violence Against Women Act of 2013 (VAWA) and HUD regulations prohibits the denial of admission, termination of assistance, or termination of tenancy for lease violations, criminal activities, or other good cause if the violations occurred as a direct result of a family member being the victim of domestic violence, dating violence, sexual assault, or stalking. The restrictions are described in the Tenancy Addendum, which is the document provided by the Housing Authority that supplements the lease agreement.

For applicants who are denied admission, the Housing Authority will provide a notice of rights (HUD-5380) and a domestic violence certification (HUD-5382) at the time of denial. The applicant will have 14 days to notify the Housing Authority if they would like to claim protection. The Housing Authority will require the minimal amount of verification needed to support the claim.

Under VAWA, the Housing Authority may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the Housing Authority, if the move occurred to protect the health or safety of a family member who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, and with the belief they may be further harmed should they remain in the unit.

The Housing Authority may terminate assistance to a tenant who engages in criminal acts of physical violence against family members or others without terminating assistance or penalizing the victim of the violence.

## **Program Review and Tenant Integrity Program**

The Housing Authority administers a Program Review and Tenant Integrity Program. The purpose of the program is to ensure public funds are paid on behalf of qualified and eligible participants. Program Review staff investigates suspected program abuse or misconduct.

In addition to conducting investigations into suspected program abuse, conferences are conducted with participants suspected of violating program requirements. These conferences reinforce the housing assistance participants' obligation to comply with program regulations. Program Review staff conducts independent inspections and random audits of housing assistance records. Confirmation and verification of participant information and housing quality standards is obtained by visual inspection of units and file examination.

It is important that you understand that all information provided to the Housing Authority must be true and complete and is subject to additional review by Program Review staff. You should understand the purpose of the Program Review and Tenant Integrity Program and you must agree to cooperate with any required verifications, inspections, and/or conferences. Providing false, incomplete, and/or inaccurate information on your application and recertification forms may result in losing your Section 8 rental assistance.

## **Informal Hearing Process**

If the Housing Authority sends a "Notice of Termination" to you, the notice will contain a brief explanation of the reasons for termination of program participation. You will have 14 days from the date of the notice to request an informal hearing if you disagree with the notice.

You must request an informal hearing in writing and state why you are requesting the informal hearing. At the hearing, you will be given an opportunity to present written or oral objections. The hearing officer will notify you of the final decision and provide a brief explanation for the decision.

### **You may request an Informal Hearing to discuss any of the following issues:**

- A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
- A determination of the appropriate utility allowance for tenant-paid utilities from the Housing Authority utility allowance schedule;

- A determination of the family unit size under the Housing Authority subsidy standards;
- A determination to terminate assistance for a participant family because of the family's action or failure to act; and
- A determination to terminate assistance because the participant family has been absent from the assisted unit for a period that is greater than 30 consecutive days.

***The Housing Authority is not bound by the decision of the hearing officer if the decision exceeds the authority of the hearing officer or if it is contrary to HUD regulations or federal, state, and/or local laws.***

## **Annual Activities**

### **Annual Recertification**

HUD requires that all families be reviewed annually to determine continued program eligibility and the appropriate amount of assistance. This process is called the annual "recertification." Approximately 120 days prior to your annual recertification due date, you will receive a recertification letter and packet from the Housing Authority. It is important that you promptly complete and return your packet and all requested information by the deadline. If you fail to return the requested information by the deadline, you will be notified that your assistance will be terminated. It is important that you promptly contact the Housing Authority representative if you receive a notice to terminate benefits.

### **Inspections**

The Housing Authority must inspect your housing unit at least bi-annually. When a required inspection is due you will be notified by letter or telephone of the date and time of your unit inspection. It is your responsibility to make sure that the head of household or spouse is available to allow the inspector to enter the premises. You must cooperate to avoid an interruption in or termination of your housing assistance. The inspector may not be able to answer questions regarding your case. You should contact your assigned housing representative to report changes in your situation or to ask questions about your case.

### **Interim Review**

Certain changes in your status may require a review by the Housing Authority. A review of your eligibility and the level of your benefits may take place when your household composition or your income changes. In addition, the Housing Authority may review your status when it receives information indicating that you have violated your program obligations.

### **Enterprise Income Verification System**

Income and employment information reported by assisted households is compared to the income and employment information reported to HUD's Enterprise Income Verification (EIV) System. If there is a discrepancy between the income and employment information reported by you to the Housing Authority and the income and employment information reported to HUD's EIV System by employers and agencies providing benefits, the Housing Authority will research the discrepancies and take the appropriate action. This includes income and employment information that was not reported, underreported, or reported late. You will be contacted to help explain the discrepancy and provide any supporting documentation. The action that may be taken as a result of unreported or underreported income may include termination of program participation and/or repayment of overpaid housing assistance benefits.

## Moving Procedures

Before you move, you must provide written notice of your intent to move to the Housing Authority and to the landlord in compliance with State law and the lease. The Housing Authority *must* approve your move in advance and the Housing Authority may not transfer your assistance more than once in a 12-month period.

These steps will ensure continued assistance:

- In agreement with the lease term and with Housing Authority approval, give your landlord an advance 30 to 60-day written notice as required by State law and send a copy to your housing representative.
- At the same time your landlord gives you notice to move, send a copy to your housing representative. The Housing Authority does not advise on tenant-landlord law. If you believe your notice is wrong and you intend to not comply with the notice, you should seek legal advice and notify the Housing Authority of your intention.
- Remove all your belongings from your unit by the end of the notice period.
- Leave the unit clean and in good condition.
- Never allow yourself to be evicted. Eviction may cause you to lose your assistance.

***The Housing Authority must conduct a criminal history and sex offender background clearance before your rental assistance can be started in a new location.***

### **Housing Choice: Deciding where you want to live**

As you search for suitable housing, remember that you will likely be required to remain in the new unit at least 12 months. Payment Standards for the Housing Authority are established by zip code. This means you will have more choices in higher rent areas. If you live in a high-poverty area, you should consider searching for a housing unit in another area. A lower poverty area may provide advantages to your family, such as improved community services, employment, and educational opportunities. Here are some things to consider:

Schools: If you have school-aged children, consider the various school districts that are available, as well as the distance from the housing unit to the school.

Work: Consider the distance between your workplace and the location of the housing unit.

Child Care: Consider childcare availability in the area of the housing unit. If you work, what is the distance between the housing unit, the childcare provider, and your work location?

Public Transportation: If you do not have a vehicle, how accessible is public transportation in the area of the housing unit?

Safety-Premises and Neighborhood: Is there a place for children to play outside safely? Is the unit in a high crime area? What is the general condition of the neighborhood? Are you close to essential services (e.g., medical, police, fire)? Is there a church or community center nearby? Is there adequate parking for you and your guests? Is the area/building well-lit at night?

## New Unit

- Pay the full security deposit and your portion of the rent to your new landlord.
- All moving costs and utility hookup charges are your responsibility.
- The Housing Authority will not transfer your assistance more than once in a 12-month period, so make sure that you are willing to stay at least one year.
- The Housing Authority cannot begin assistance on a new unit until it inspects and passes the unit and executes a contract with the landlord. If you move into a unit before this is done, you are responsible for full rent until the unit is approved.

## Releasing Information to Prospective Owners

The Housing Authority will, upon request, provide the prospective landlord/manager your current address and the names and addresses of your current and previous owners. The Housing Authority will, upon request, also provide any documentation from your file reflecting a history of eviction, damage to rental units, or drug trafficking.

## Jurisdiction

The Housing Authority of the County of San Diego serves the following communities:

Chula Vista	Coronado	Del Mar	El Cajon	Escondido
Imperial Beach	La Mesa	Lemon Grove	Poway	San Marcos
Santee	Solana Beach	Vista	Unincorporated Areas of the County	

Cities that lie *outside* the jurisdiction of the Housing Authority are:

Carlsbad	Encinitas	National City	Oceanside	City of San Diego
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## Portability

Portability is the HUD term for the ability to move outside your housing agency's jurisdiction with continued rental assistance. You can usually use your voucher across town or anywhere in the United States that has a housing authority to accept your voucher. The Housing Authority may limit moves under portability, so contact your housing representative regarding the portability feature.

### Facts About Portability

Keep in mind that different housing authorities may have different policies and deadlines. For example:

- Payment standards and utility allowances affect the amount you pay for rent.
- Occupancy standards affect your eligible voucher size.

As a new admission to the program, you may find you are not eligible for assistance in another jurisdiction due to different income limits. Explore income eligibility differences before taking advantage of portability.

### Portability and FSS

If you are participating in a Family Self-Sufficiency (FSS) program, discuss your move with your housing representative. If you cannot fulfill your FSS obligations in the new location, your FSS contract may be terminated and you may lose your escrow balance.

# Inspection Checklist

The unit where rental assistance will be provided is required to pass a Housing Quality Standards (HQS) inspection before payments will be made. A failed inspection will delay the start of payments or endanger the continuation of payments. Please use this checklist to make sure the unit will pass the inspection. If the unit passes the HQS inspection on the first appointment, it may qualify for a biennial inspection (every two years). Units that fail an inspection will be inspected the following year. Some rental assistance programs require annual inspections and are not eligible for biennial inspections.

**The Housing Authority will inspect the following eight areas that must be reviewed for Housing Quality Standards (HQS) compliance:**

- |   |  |
|---|--|
| <input type="checkbox"/> Living Room                          | <input type="checkbox"/> Building Exterior         |
| <input type="checkbox"/> Kitchen                              | <input type="checkbox"/> Heating and Plumbing      |
| <input type="checkbox"/> Bathroom(s)                          | <input type="checkbox"/> General Health and Safety |
| <input type="checkbox"/> Bedrooms/Other Rooms Used for Living | <input type="checkbox"/> Garage                    |
| <input type="checkbox"/> Secondary Rooms                      | <input type="checkbox"/> Outbuildings              |

**The following is a listing of the conditions that must be verified by the Housing Inspector:**

- |   |  |
|---|--|
| <input type="checkbox"/> All major utilities (electricity, gas, water) must be turned on.   | <input type="checkbox"/> There must be no missing, broken or badly cracked windows/window panes.   |
| <input type="checkbox"/> The cooking stove and oven must be clean and in working condition. All burner control knobs must be present and functional.  | <input type="checkbox"/> The roof must not leak.   |
| <input type="checkbox"/> The refrigerator must be clean and in working condition.   | <input type="checkbox"/> The hot water tank for the unit must have a pressure relief valve, a downward discharge pipe, and be <b>supported and strapped to prevent movement during an earthquake. PVC pipe is no approved.</b>                                       |
| <input type="checkbox"/> The heating unit must be properly installed and vented and otherwise in good working order. Check with SDG&E to ensure safety of the heating system. <b>The heater must be operational at the tie of inspection.</b> | <input type="checkbox"/> The carpet or linoleum must not have holes, tears, or loose seams.  |
| <input type="checkbox"/> There must be hot and cold running water in the kitchen and bathroom(s).   | <input type="checkbox"/> Stairs and railings, inside and out, must be secure.  |
| <input type="checkbox"/> There must be a shower or bathtub that is in good working condition.   | <input type="checkbox"/> Security bars in any bedroom must have a quick release device.  |
| <input type="checkbox"/> There must be a flush toilet that works and does not leak.   | <input type="checkbox"/> There can be no rodent or insect infestation.   |
| <input type="checkbox"/> The bathroom must have a window or working ventilation fan.  | <input type="checkbox"/> There <b>must</b> be a properly operating smoke detector and carbon monoxide detector on every level of the unit.   |
| <input type="checkbox"/> There should be no plumbing leaks or plugged drains. The garbage disposal, if present, must have a <b>properly installed strain relief clamp.</b>  | <input type="checkbox"/> There must be no excessive cracking, chipping, scaling, or loose pain anywhere inside or outside of the unit, especially if a child under the age of six resides or is expected to reside in the unit.                                      |
| <input type="checkbox"/> All accessible outside doors and windows must have working locks.  | <input type="checkbox"/> There must be no excessive debris in or around the unit, such as an accumulation of boxes, paper, trash, wood, tires, machine or auto parts, batteries, paint cans, or old appliances. Derelict vehicles must be removed from the premises. |
| <input type="checkbox"/> The unit must have at least one exit door without a double-keyed deadbolt lock.  |  |
| <input type="checkbox"/> All electrical outlets must have cover plates in good condition - no cracks. <b>All three-prong outlets must be grounded or GFCI protected. No exposed light sockets missing bulbs.</b>                              |  |

*For more detailed inspection standard information, read the HUD publication, "A Good Place to Live," in the Landlord Information section of the Housing Authority website at [www.sdhcd.org](http://www.sdhcd.org).*

## **Lead-Based Paint Hazard**

Be aware that your family can be poisoned by lead based paint. Lead poisoning causes serious physical harm, particularly to small children.

Your family may be at greatest risk if:

- You have children under the age of six;
- You have selected a unit built prior to January 1, 1978; and,
- Your pre-1978 unit has chipping, peeling, scaling, and/or loose paint inside or outside.

If you live in a pre-1978 unit, be aware of the conditions of the unit. Although not all pre-1978 units contain lead-based paint, lead poisoning of your children may occur if the unit contains lead-based paint and:

- Your children eat paint chips;
- Your children chew on painted surfaces such as moldings or window frames;
- Your children play in soil underneath painted areas, such as eaves or painted siding that are, or had been deteriorating; and,
- Your children breathe dust created by deteriorating painted surfaces.

Your children may be suffering from lead poisoning if they show the following symptoms:

- Crankiness or irritability over a long period of time.
- Little or no appetite.
- Frequent stomach aches.
- Frequent vomiting.

Sometimes your children may not appear sick at all, but they are being poisoned in a way that could damage their minds and bodies. If you believe your children have been exposed to lead-based paint, seek immediate medical attention. Your health care provider can test your children for lead poisoning.

You may receive Section 8 rental assistance in a pre-1978 unit, but the Housing Authority will not approve the unit if your children are under the age of six, and the unit's paint surfaces show signs of deterioration as indicated by cracking, scaling, chipping or peeling paint.

If the unit fails a Housing Authority inspection, your landlord will be given information on how to correct the problems. Your landlord must make the repairs in accordance with special lead-based paint rules and regulations. Your landlord must take all necessary steps to keep your family safe from harm.

## **Federal Privacy Statement**

The U.S. Department of Housing and Urban Development (HUD) collects and discloses data on applicants and participants in the Section 8 HCV Program in accordance with the U.S. Privacy Act of 1974. The information is released to appropriate federal, state, or local agencies to verify information relevant to participation in the rental assistance programs and, when applicable, to other civil, criminal, or regulatory bodies.

For every participant, the Housing Authority completes a data collection form (HUD 50058) with information about household size, cost of rent, income and assets, and social security numbers. This

information is used by HUD to develop budgets, evaluate, plan, monitor programs, and prepare reports to the President and Congress. The information is also used to verify accuracy and completeness of income information and detect fraud.

HUD is permitted to ask for the information by the U.S. Housing Act of 1937 as amended, 42 USC, 1437 et. seq., the Housing and Community Development Act 1981, Public Law 97-35, 85 Stat., 348, 408.

Failure to disclose information or social security numbers constitutes grounds for denying eligibility or continued eligibility pursuant to Title 24 Code of Federal Regulations.

### **ConnectWellSD – Information Sharing**

The County of San Diego has created the ConnectWellSD electronic system to put *Live Well San Diego* into action. You will receive a notification that informs you of the potential sharing of demographic and personal information collected through your application and/or participation in County of San Diego programs. The ConnectWellSD system of shared program data is designed to streamline access to services by allowing County departments and community service providers to work as a team to make and respond to referrals, coordinate care, and expedite and improve the services you may receive. **Only information that is necessary to determine eligibility for County programs or services may be electronically shared between various County departments and community service providers.** ConnectWellSD shall comply with all confidentiality and privacy laws concerning the sharing of any demographic and personal information. Detailed ConnectWellSD information, including a list of County programs and community service providers may be found at [www.ConnectWellSD.org](http://www.ConnectWellSD.org) As a County customer, you may request copies of information shared through ConnectWellSD by emailing [ConnectWellSD.HHSA@sdcounty.ca.gov](mailto:ConnectWellSD.HHSA@sdcounty.ca.gov) or calling 1-844-695-5228.

## **Proof of Citizenship Status**

Section 214, Part 812 of the Code of Federal Regulations states:

- All family members must submit evidence of citizenship or eligible immigration status for verification.
- Verification or evidence of citizenship or eligible immigration status must be submitted at the point of eligibility determination.

## **Family Self Sufficiency Program**

The Family Self Sufficiency (FSS) Program is a five-year, self-paced, voluntary program designed to assist HCV participants achieve self-sufficiency. Participation requires a personal commitment to develop your own career, educational, and personal goals. If you participate in FSS you will receive referrals, supportive services, and the opportunity to earn incentive funds held in an escrow account. As you increase your earned income and pay more of your rent, the Housing Authority Payment to your

landlord will decrease. The amount of this savings is deposited into the escrow account. When you accomplish your goal of self-sufficiency within the period of your contract, you will graduate and receive the money in your escrow savings account.

## **Fair Housing**

### **Landlords/Owner Responsibilities**

- Consider all qualified applicants equally;
- Indicate no preference when advertising or showing units;
- Give all applicants accurate and complete information about available units, occupancy dates, rental terms, and conditions;
- Refrain from making written or verbal inquiries about an applicant's ethnicity, religion, sex, disability, marital or familial status; and,
- Be consistent in applying rental policies.

### **Landlords/Owners Must Never:**

- Ask for money from tenants beyond the rental contract and standard credit report charges;
- Offer money and/or gifts to Housing Authority employees for favors; or,
- Pay or offer payment for "referral or finder fees" to Housing Authority employees for steering Section 8 recipients to vacant units.

If you should have information about a landlord or manager engaging in any of the above activities, please call Program Integrity at (800) 421-2251.

If you have reason to believe you are a victim of housing discrimination, you have the right to file a housing discrimination complaint. A complaint form is available from any HUD office. You should also report all information about violations of the Federal Fair Housing Law to HUD, even if you do not file a formal complaint.

To file a report with HUD, please call:  
Fair Housing Complaint Hotline: 1-800-669-9777.  
Hearing Impaired: **(TTY) 1-800-927-9275**

Beware of the following fraud schemes:

- Requesting money in return for filing a rental assistance application;
- Requesting money to move someone up on the rental assistance waiting list.

**Important:** For your protection, request a receipt for money paid out by you, whether by cash, check, or money order. Request a written explanation for non-rent payments.

## Federal and State Laws

It is a violation of federal law for a housing provider to refuse to rent or sell a home, to offer unequal terms, quote different prices, or apply different policies on the bases of race, color, religion, disability, sex, familial status, or national origin. State law also prohibits discrimination on the bases of marital status, ancestry, age, or familial status. Some of these laws are described below:

### State of California

**Fair Employment and Housing Act** (Rumford Fair Housing Act of 1963) prohibits discrimination on the bases of race, color, religion, sex, national origin, ancestry, familial, and marital status. A complaint may be filed with the Department of Fair Employment and Housing.

**Unruh Civil Rights Act** (1893, AMENDED 1959) prohibits discrimination in all public accommodations including rental housing and adds arbitrary discrimination to bases covered by the Fair Employment and Housing Act.

**Ralph Civil Rights Act** (1976) prohibits violence or the threat of violence against protected classes in the exercise of their fair housing rights.

**Civil Code**, Sections 54.1 - 54.3 specifically prohibits discrimination against individuals with disabilities.

### Federal Government

**Civil Rights Act of 1866** protects the right of all persons to “inherit, purchase, lease, sell, hold, and convey” real and personal property. Bases covered are race and national origin.

**Civil Rights Act of 1968, Title VIII** prohibits discrimination based on race, color, national origin, religion, and sex.

**Fair Housing Amendments Act of 1988** bars discrimination in the sale or rental of housing on the bases of a disability or because there are children in the family, but exempts housing for older persons (e.g., Section 202 housing).

The Rental Assistance Program is open to all persons, regardless of race, color, national origin, religion, sex, familial, marital status, disability or other discriminatory factors.

# *Sample Documents*

# HOUSING AUTHORITY OF THE COUNTY OF SAN DIEGO

3989 Ruffin Road, San Diego, CA 92123-1815 Tel: (858) 694-4801 Toll-free: (877) 478-5478 Fax: (858) 467-9713 TDD: (800) 735-2929

## STATEMENT OF RESPONSIBILITIES SECTION 8 VOUCHER PROGRAM

*ALL ADULT MEMBERS IN HOUSEHOLD MUST SIGN AND DATE*

### 1) **Giving True and Complete Information**

- a. I certify that the information given to the Housing Authority of the County of San Diego (HACSD) on household composition, income, family assets, allowances and deductions is accurate and complete to the best of my knowledge and belief.
- b. I understand that the information I provide on HACSD forms will be reviewed. The HACSD, HUD or the Office of the Inspector General will compare the income and asset information I provide with other Federal, State, or local governments and with private agencies. The HACSD will use computer matching to verify that the income information I have provided is accurate. I understand that if I certify false information I may have committed fraud.

### 2) **Reporting Household Members**

- a. Household member – a person who cannot verify a permanent address elsewhere and is in the household more than fourteen (14) consecutive days and/or thirty (30) days in any twelve (12) month period.
- b. Visitor – a person that can verify a permanent address elsewhere and is in the household less than fourteen (14) consecutive days and up to a total of thirty (30) days in any twelve (12) month period.
  - i. I certify that the household members that I have listed on my application are the only people that live in my housing unit.
  - ii. I understand that I must notify the HACSD in writing within fourteen (14) days if anyone moves out of my household or if a child under the age of 18 moves into my household due to birth, adoption or court-awarded custody. If I choose to add an additional person to my household, their income will be verified and my rent portion will be recalculated.
  - iii. I understand that the landlord must approve, in writing, a change in tenant composition prior to the addition of the person(s) to the household.
  - iv. I understand I must provide the HACSD a copy of written approval from the landlord for all household members living in my unit.
  - v. I understand that I must ask for HACSD written approval *before* adding any other family members as an occupant of the household, including a foster child or Live-In Aide.
  - vi. I understand that if I provide false information about who lives in my household or fail to report household changes as outlined above I may have committed fraud. Fraud is grounds for termination of my housing benefits.
  - vii. I understand that I must not allow any person(s), not part of my household, to use my address as a mailing address.

### 3) **Reporting Household Income**

- a. I understand that I must report any change in household income including:
  - i. All sources of income and changes in income I or any member of my household receives, such as

- wages, welfare payments, social security and veteran's benefits, pensions, retirement, etc.;
- ii. Any money I receive on behalf of my children, such as child support, CalWORKs (welfare) payments, social security or SSI for children;
- iii. Any increase in income, such as wages from a new job or an expected pay raise or bonus;
- iv. All assets, such as bank accounts, savings bonds, certificates of deposit, retirement accounts, stocks, real estate, etc. that are owned by me or any member of my household;
- v. All income from assets, such as interest from savings and checking accounts, stock dividends, etc.; and
- vi. Any business or asset (such as my home) that I sold in the last two years at less than full value.

- b. I understand that I am responsible for the behavior of guests visiting my assisted unit.
- c. I understand that I am required to report these changes *in writing* within fourteen (14) days of the change or my assistance may be terminated, or I may be required to enter into a repayment agreement to repay the HACSD for any rent overpaid to my property owner.
- d. I understand that if my income decreases I may request that the HACSD review my rent determination. I understand I must provide to the HACSD any required verification before an adjustment will be completed.

**4) Reporting Plans to Move or Terminate Assistance**

- a. I understand I must notify the owner and at the same time notify the HACSD *in writing* before moving out of my rental unit.
- b. I understand that if I move without giving notice to the owner and the HACSD my Section 8 Housing Choice Voucher assistance *will be terminated*.
- c. I understand notice must be in accordance with the lease and *must be submitted to the owner and HACSD in writing* at least one calendar month prior to the move-out. (This applies even if I am moving to another unit in the same building or complex).
- d. I understand that the HACSD may deny permission to move with continued assistance if:
  - i. My family has violated a family obligation
  - ii. My family owes money to any Housing Authority
  - iii. My family has not given proper written notice

**5) Lease Violation/Eviction Notice**

- a. I understand that I must give the HACSD a copy of any eviction notice I receive within fourteen (14) days of receipt of that notice.
- b. I understand that if I violate a provision of my lease and am evicted by a court ordered judgment on behalf of the owner the HACSD *may* terminate my Section 8 Housing Choice Voucher assistance.

**6) No Duplicate Residence or Assistance/Own/Sublease**

- a. I certify that the house or apartment will be my principal residence and I will not obtain duplicate Federal Housing assistance while receiving housing benefits from the HACSD.

- b. I understand I must not own or have any interest in the unit; sublease or assign the lease or transfer the unit (other than the owner of a manufactured home leasing a manufactured home space).
- c. I understand I must not reside in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of my family unless this has been approved by the HACSD.

**7) Inspections**

- a. I understand that the HA is required to inspect and approve all housing units of the Section 8 Housing Choice Voucher Program before assistance can begin in a unit and either annually or bi-annually thereafter. I know I must allow the HA to inspect my unit at reasonable times and after reasonable notice. I understand that I am required to make sure that the Housing Inspector can get into my unit to do the inspection and that if two (2) attempts are made unsuccessfully, my assistance will be terminated.
- b. I understand that I must allow the owner access to the premises to make repairs after reasonable notice has been given.
- c. I understand that if the inspection does not pass or is done after the first day of the month, the assistance will not begin until the day the inspection is passed or completed. The HACSD rent portion will be prorated based on the actual days in the month. I understand that if the HACSD portion is prorated, it is my responsibility to agree on the rent difference with the owner/manager.
- d. I understand that failure to pay utilities or failure to provide and maintain any appliances that are required of me by the lease or allowing any member of the household or guest to damage the unit or premises beyond normal wear and tear is in violation of Housing Quality Standards (HQS). I understand that HQS violations caused by my household members or guests, must be corrected within the time stipulated by the HACSD. I understand the HACSD may terminate assistance in accordance with the federal regulations for a violation of HQS caused by my family or guests.

**8) Home Business**

- a. I understand that I can have a legal profit making business in my unit as long as the unit is still primarily used for the residence of my family and I am not in violation of my lease. I must get written permission from my landlord before starting a business in my unit.

**9) Absence From Unit**

- a. I understand that the HACSD may allow extended family absences from the assisted unit; the absence may not exceed 180 consecutive days under any circumstances, except to provide “reasonable accommodation” to a person with disabilities. Family absences which are expected to last longer than one month must be approved by the HACSD. Acceptable reasons for extended family absences may include but are not limited to: illnesses or medical situations which require in-patient treatment, absences to care for relatives, and absences due to a family death. Unapproved absences lasting longer than one month may be subject to termination of rental assistance benefits. The participant must request approval *in writing* and inform the HACSD of the nature of the absence. Absences will not be approved for imprisonment.

**10) Debts Owed to a Housing Authority**

- a. I understand rental assistance may be denied or terminated if: 1) the family currently owes rent or other amounts to the HACSD or to any other Housing Authority in connection with Section 8 Housing Choice Voucher assistance including outstanding amounts owed to an owner under a HAP contract for rent,

damages or other amounts owed by the family under the lease; 2) the family breaches an agreement or at the time of annual re-examination fails to become current in accordance with an agreement with the HACSD to pay amounts owed.

**11) Drug-related Violent Criminal Activity**

- a. I understand that the HACSD may deny applicants or terminate families who engage in drug-related criminal activity regardless of where the criminal activity takes place.
- b. I understand that the HACSD may deny applicants and terminate families who engage in illegal drug use, including the possession of medical and/or recreational marijuana.
- c. I understand that the HACSD may deny applicants and terminate families who engage in violent criminal activity, including spousal abuse, child abuse, threats to landlords, neighbors, and violence against property.
- d. I understand that the HACSD will deny assistance to applicants and terminate the assistance of participants if any household member has been evicted within the last five (5) years from federally assisted housing for drug-related criminal activity. This includes the possession or use of medical or recreational marijuana.
- e. I understand that the HACSD will permanently deny assistance to applicants and terminate the assistance of participants if any household member has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- f. I understand that the HACSD will permanently deny assistance to applicants if any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- g. I understand that I must notify the HACSD in writing within 14 days of occurrence if any family member is arrested for any drug-related criminal activity, violent criminal activity, or other criminal activity on or near the premises even if the arrest does not result in a conviction.

**12) Fraud/Bribery/Corrupt/Criminal Act**

- a. I understand I must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.

**13) Cooperation**

- a. I understand I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances within the timeframe required by the HACSD. Cooperation includes attending pre-scheduled appointments, completing signing and returning needed forms within timeframe required, disclosing and verifying the Social Security Numbers for all family members age 6 and over, cooperating with the inspection process and providing evidence of citizenship or eligible immigration status for all family members. I understand failure or refusal to do so will result in termination of assistance.
- b. I understand that the HACSD may deny or terminate program assistance if any member of the family has engaged in or threatened abusive or violent behavior toward HACSD personnel or has threatened the health or safety of the HA, owner, employee, contractor, subcontractor or agent of the HACSD.

**14) Criminal and Administrative Action for False Information**

- a. I understand that false statements or information are punishable under Federal law. I understand that false

statements or information are grounds for termination of housing assistance and could result in theft and fraud charges under the state and federal law. The signature(s) below indicates that I have read and understand all the policies and statements on page thirteen through fifteen of this form.

**15) Signature and Date of All Household Adults (Household Members 18 and over)**

- a. I have read and understand the Statement of Responsibilities and understand that any violation of these responsibilities may result in termination of assistance.

**I/We hereby acknowledge that I/We have read the above statement of responsibilities and understand that failure to comply with the above responsibilities is grounds for termination of my rental assistance benefits. I understand that if my benefits are terminated, I may be prohibited from receiving future assistance.**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of other adult

\_\_\_\_\_  
Date

**Voucher**  
**Housing Choice Voucher Program**

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

OMB No. 2577-0169  
(exp. 07/31/2022)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. <b>Date Extension Expires (if applicable)(mm/dd/yyyy)</b> (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

**1. Housing Choice Voucher Program**

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

**2. Voucher**

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

### 3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
  1. The owner and the family must execute the lease.
  2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
  1. The proposed unit or lease is disapproved for specified reasons, and
  2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
  1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

#### **5. Illegal Discrimination**

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

#### **6. Expiration and Extension of Voucher**

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

Sample Document

## REPORTING CHANGES

Please use this form to report changes in income, assets, additions to the household through birth, adoption, court awarded custody, return of a child, or if someone moves out of the household. Complete this form and send to your housing representative by fax, e-mail, or mail to 3989 Ruffin Road, San Diego, CA 92123. You may make copies of this form.

*You must report all changes within 14 days. Failure to report changes timely may result in the termination of your rental assistance. In some cases you may owe money to the Housing Authority or we may have grounds to refer certain fraudulent activities for criminal prosecution. If your assistance is terminated you will be responsible for paying the full contract rent.*

**DATE OF CHANGE:** \_\_\_\_\_

**DESCRIBE CHANGE** (see the reverse side for other information you may need to send in):

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I \_\_\_\_\_ (*Print Name*) certify under penalty of perjury that the reported change(s) are true and correct and any additional/future changes will be reported immediately.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

### Reporting a Change

If you are reporting...	Verification Needed
Loss of wages No Income	<input type="checkbox"/> A letter from employer, stating date of termination <input type="checkbox"/> Last pay stub with notation
Loss/decrease of Benefits: <ul style="list-style-type: none"> <li><input type="checkbox"/> Social Security</li> <li><input type="checkbox"/> Cash Aid</li> <li><input type="checkbox"/> Unemployment</li> <li><input type="checkbox"/> Disability</li> <li><input type="checkbox"/> Worker's Comp</li> <li><input type="checkbox"/> Child Support</li> </ul>	<input type="checkbox"/> A termination letter from agency providing benefits, stating date of termination <input type="checkbox"/> Letter from agency providing benefits with new amount <b>Please note: Change will take place on the first of the next month after verifications are received.</b>
New Employment Increase of wages and/or number of hours of work	<input type="checkbox"/> A letter from employer, stating rate of pay, hours per week, date of hire <input type="checkbox"/> Paystubs reflecting increase of wages/hours
Increase in Benefits	<input type="checkbox"/> An award letter from benefit source, stating amount of benefits and starting date
Addition of Adult Household Members  <b>(Please note: Household members must be approved before they move in)</b>	<input type="checkbox"/> Birth Certificate, SS Card, Photo ID, Permanent Residence Card (as applicable) <input type="checkbox"/> Letter from Landlord/amended lease stating the approval
Adult Household Members Moved Out	<input type="checkbox"/> Verification of new address – such as a lease or utility bill <input type="checkbox"/> A letter from landlord stating that household member is no longer living in unit <input type="checkbox"/> Death certificate (if applicable)
Addition of Minor to Household	<input type="checkbox"/> Birth certificate and SS Card <input type="checkbox"/> Court order (If applicable)
Removal of Minor from Household	<input type="checkbox"/> Written statement
Rent Increase	<input type="checkbox"/> Copy of the rent increase notice

**Housing Authority of the County of San Diego**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**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.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** 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 **[insert name of program or rental assistance]**, 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**

If you are receiving assistance under **[insert name of program or rental assistance]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> 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.

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 **[insert name of program or rental assistance]** 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 **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

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 **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

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). You may also contact **[Insert contact information for relevant local organizations]**.

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>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

**Attachment:** Certification form HUD-5382 **[form approved for this program to be included]**

**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.



# Resources

## **General Information**

2-1-1 San Diego  
San Diego 211  
(800) 227-0997  
[www.211sandiego.org](http://www.211sandiego.org)

## **Legal Information**

Legal Aid Society of San Diego  
San Diego (877) 534-2524  
[www.lassd.org](http://www.lassd.org)

San Diego Volunteer Lawyer Program  
(619) 235-5656  
[www.sdvlp.org](http://www.sdvlp.org)

Domestic Violence Legal Advisory Program (YWCA)  
(619) 239-2341  
[www.ywcсандiego.org](http://www.ywcсандiego.org)

Domestic Violence Hotline (888) 385-4657

## **Debt/Credit Counseling**

Money Management International Credit Counseling Services  
(619) 497-0200  
(800) 308-2227  
[www.moneymanagement.org](http://www.moneymanagement.org)

## **Fair Housing**

Legal Aid Society of San Diego; 110 South Euclid Avenue, San Diego, CA 92124  
(844) 449-3500

Housing Discrimination Hotline  
(800) 669-9777

## **Mediation Services**

National Conflict Resolution Center  
(619) 238-2400 / (760) 494-4728  
[www.ncrconline.com](http://www.ncrconline.com)

# **Housing Authority of the County of San Diego**

**Administered by the  
County of San Diego  
Housing and Community Development Services  
3989 Ruffin Road  
San Diego, CA 92123-1815**

**(858) 694-4801  
[www.sdhcd.org](http://www.sdhcd.org)**

