



# Managing HOME Property Guide

City of Springfield  
Planning & Development Department  
417-864-1031 / 417-864-1030 FAX

[www.springfieldmo.gov/planning/loan.html](http://www.springfieldmo.gov/planning/loan.html)

# Owner/Property Manager's Guide to Managing Home-Assisted Rental Housing

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## Overview of Managing HOME Property Rental Procedures

### **First Time Rent-up or when there is a Vacancy:**

- Contact Housing Assistance Officer (HAO) at 417-864-1039.
- Ensure Occupancy Release by the Project Specialist if unit is a first-time-rent-up
- City Staff will maintain a list of minority supported organizations and will notify them of the vacancies.

### **Application Review and Determination:**

- Owner is required to submit the information for the applicant they have selected. Each member of the applicant's household over 18 must submit an Income Verification and Documentation with their Application.
- The City requires owners to use the income verification process known as Part 5 which is discussed in 24 CFR 92.203 and 24 CFR 5.609. Training and assistance is available from the HAO.
- All Applications collected by the Owner must be submitted to the City for review and income review.
- Copies of all tenant income documentation must be submitted for our HOME Files to be complete.

### **Upon Tenant Occupancy**

- A copy of the signed Lease Agreement, and Lead Paint Notification Form needs to be forwarded to the Housing Assistance Officer.

### **Annual Recertification of Existing Tenants**

- Owner shall recertify annually on each tenant who renews or extends their tenancy in the same unit. Submit the forms to the HAO at the time of renewal/extension.

**Records Retention:** Applicant information including those applicants who were declined and the reason for rejecting them shall be retained by the owner for 5 years. These files are subject to audit by the city, or HUD during that 5 year period.

**Forms:** All forms in this publication are available at  
[www.springfieldmo.gov/planning/loan.html](http://www.springfieldmo.gov/planning/loan.html)

## Property Condition Inspection Program

HUD HOME Regulation requires that the housing units be inspected for basic safety and health and habitability from time to time. The inspection frequency depends on the number of units in the project when it was funded.

Project size No. of Units	Frequency (# of years)
1 to 4	3
5 to 25	2
Over 25	1

The standards require that the owner maintain the housing as decent, safe, sanitary and in good repair.

Our current system for inspection uses the Housing Quality Standards (HQS) Inspection program. The HQS form enclosed. An alternate inspection program that HUD is considering to use in the future is The Uniform Physical Condition Standards (UPCS) system (checklist enclosed).

### **Best practice suggestions for maintaining your housing units:**

- a. At tenant turnover—the owner or property manager should use either checklist to ensure that the basic safety & health issues are addressed prior to moving a new tenant into the property.
- b. Train the property maintenance staff to be on the lookout for defects during routine or emergency maintenance calls.
- c. Include clear instructions to the tenants (in their lease) about maintaining the property and promptly reporting deficiencies or safety items to you.
- d. Keep a repair log to document repeated problems that could be indicative of larger repair needs.

# Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 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 determine if a unit meets the housing quality standards of the section 8 rental assistance 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 the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance 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 participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

<b>A. General Information</b>			<b>Housing</b> Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
<b>Inspected Unit</b>		<b>Year Constructed (yyyy)</b>	
Full Address (including Street, City, County, State, Zip)			
Number of Children in Family Under 6			
<b>Owner</b>			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

<b>B. Summary Decision On Unit (To be completed after form has been filled out)</b>			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
41	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable		
4.10	Smoke Detectors						
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable		
4.10	Smoke Detectors						
<b>5. All Secondary Rooms (Rooms not used for living)</b>							
5.1	None Go to Part 6						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

**D. Questions to ask the Tenant (Optional)**

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [ ~~AAA~~
2. How many people live there? \_\_\_\_\_
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [

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**E. Inspection Summary/Comments** (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number      Inspector      Date of Inspection (mm/dd/yyyy)      Address of Inspected Unit

Type of Inspection	Initial	Special	Reinspection
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Item Number	Reason for "Fail" or "Pass with Comments"	Rating
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Continued on additional page      Yes      No

**Uniform Physical Condition Standards - Comprehensive Listing**  
**Inspectable Area: Site**

Page: \_\_\_\_\_ of \_\_\_\_\_

Property ID / Name: \_\_\_\_\_

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

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Fencing and Gates	Damaged/Falling/Leaning						NLT
	Holes						NLT
	Missing Sections						NLT
Grounds	Erosion/Rutting Areas						NLT
	Overgrown/Penetrating Vegetation						
	Ponding/Site Drainage						
Health & Safety	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
Mailboxes/Project Signs	Mailbox Missing/Damaged						
	Signs Damaged						
Market Appeal	Graffiti						
	Litter						
Parking Lots/Driveways/Roads	Cracks						
	Ponding						
	Potholes/Loose Material						
	Settlement/Heaving						
Play Areas and Equipment	Damaged/Broken Equipment						NLT
	Deteriorated Play Area Surface						
Refuse Disposal	Broken/Damaged Enclosure-Inadequate Outside Storage Space						
Retaining Walls	Damaged/Falling/Leaning						NLT
Storm Drainage	Damaged/Obstructed						
Walkways/Steps	Broken/Missing Hand Railing						NLT
	Cracks/Settlement/Heaving						
	Spalling						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)
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- Only level 3 is applied to independent Health & Safety deficiencies.
- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

**Uniform Physical Condition Standards - Comprehensive Listing**

**Inspectable Area: Building Exterior**

Property ID / Name: \_\_\_\_\_

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

Building Number: \_\_\_\_\_

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged Surface (Holes/Paint/Rusting/Glass)						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Deteriorated/Missing Caulking/Seals						
	Missing Door						
Fire Escapes	Blocked Egress/Ladders						LT
	Visibly Missing Components						LT
Foundations	Cracks/Gaps						
	Spalling/Exposed Rebar						
Health and Safety	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Lighting	Broken Fixtures/Bulbs						
Roofs	Damaged Soffits/Fascia						
	Damaged Vents						
	Damaged/Clogged Drains						
	Damaged/Torn Membrane/Missing Ballast						
	Missing/Damaged Components from Downspout/Gutter						
	Missing/Damaged Shingles						
	Ponding						
Walls	Cracks/Gaps						
	Damaged Chimneys						NLT
	Missing/Damaged Caulking/Mortar						
	Missing Pieces/Holes/Spalling						
	Stained/Peeling/Needs Paint						
Windows	Broken/Missing/Cracked Panes						NLT
	Damaged Sills/Frames/Lintels/Trim						
	Damaged/Missing Screens						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

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- Only level 3 is applied to independent Health & Safety deficiencies.

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**Uniform Physical Condition Standards - Comprehensive Listing**  
**Inspectable Area: Building Systems**

Property ID / Name: \_\_\_\_\_  
 Building Number: \_\_\_\_\_

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

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Domestic Water	Leaking Central Water Supply						
	Misaligned Chimney/Ventilation System						LT
	Missing Pressure Relief Valve						NLT
	Rust/Corrosion on Heater Chimney						NLT
	Water Supply Inoperable						NLT
Electrical System	Blocked Access/Improper Storage						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Elevators	Not Operable						NLT
Emergency Power	Auxiliary Lighting Inoperable						
	Run-Up Records/Documentation Not Available						
Fire Protection	Missing Sprinkler Head						NLT
	Missing/Damaged/Expired Extinguishers						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Elevator - Tripping						NLT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
Infestation - Rats/Mice/Vermin						NLT	
HVAC	Boiler/Pump Leaks						
	Fuel Supply Leaks						NLT
	General Rust/Corrosion						NLT
	Misaligned Chimney/Ventilation System						LT
Roof Exhaust System	Roof Exhaust Fan(s) Inoperable						
Sanitary System	Broken/Leaking/Clogged Pipes or Drains						NLT
	Missing Drain/Cleanout/Manhole Covers						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)

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**Uniform Physical Condition Standards - Comprehensive Listing**  
**Inspectable Area: Common Areas**

Property ID / Name: \_\_\_\_\_

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

Building Number: \_\_\_\_\_

X	Inspectable Item Location	Observable Deficiency	NOD	Level			NA	H&S
				1	2	3		
	Basement/Garage/Carport	Baluster/Side Railings - Damaged						
	Closet/Utility/Mechanical	Cabinets - Missing/Damaged						
	Community Room	Call for Aid - Inoperable						NLT
	Day Care	Ceiling - Bulging/Buckling						
	Halls/Corridors/Stairs	Ceiling - Holes/Missing Tiles/Panels/Cracks						
	Kitchen	Ceiling - Peeling/Needs Paint						
	Laundry Room	Ceiling - Water Stains/Water Damage/Mold/Mildew						
	Lobby	Countertops - Missing/Damaged						
	Office	Dishwasher/Garbage Disposal - Inoperable						
	Other Community Spaces	Doors - Damaged Frames/Threshold/Lintels/Trim						NLT
	Patio/Porch/Balcony	Doors - Damaged Hardware/Locks						
	Restrooms/Pool Structures	Doors - Damaged Surface (Holes/Paint/Rust/Glass)						
	Storage	Doors - Damaged/Missing Screen/Storm/Security Door						NLT
		Doors - Deteriorated/Missing Seals (Entry Only)						
		Doors - Missing Door						
		Dryer Vent -Missing/Damaged/Inoperable						
		Electrical - Blocked Access to Electrical Panel						NLT
		Electrical - Burnt Breakers						NLT
		Electrical - Evidence of Leaks/Corrosion						NLT
		Electrical - Frayed Wiring						
		Electrical - Missing Breakers						LT
		Electrical - Missing Covers						LT
		Floors - Bulging/Buckling						
		Floors - Floor Covering Damaged						
		Floors - Missing Floor/Tiles						
		Floors - Peeling/Needs Paint						
		Floors - Rot/Deteriorated Subfloor						
		Floors - Water Stains/Water Damage/Mold/Mildew						
		GFI - Inoperable						NLT
		Graffiti						
		HVAC - Convection/Radiant Heat System Covers Missing/Damaged						
		HVAC - General Rust/Corrosion						
		HVAC - Inoperable						
		HVAC - Misaligned Chimney/Ventilation System						LT
		HVAC - Noisy/Vibrating/Leaking						
		Lavatory Sink - Damaged/Missing						NLT
		Lighting - Missing/Damaged/Inoperable Fixture						
		Mailbox - Missing/Damaged						
		Outlets/Switches/Cover Plates - Missing/Broken						LT
		Pedestrian/Wheelchair Ramp						
		Plumbing - Clogged Drains						NLT
		Plumbing - Leaking Faucet/Pipes						NLT
		Range Hood /Exhaust Fans - Excessive Grease/Inoperable						
		Range/Stove - Missing/Damaged/Inoperable						
		Refrigerator - Damaged/Inoperable						
		Restroom Cabinet - Damaged/Missing						
		Shower/Tub - Damaged/Missing						
		Sink - Missing/Damaged						NLT
		Smoke Detector - Missing/Inoperable						LT
		Stairs - Broken/Damaged/Missing Steps						NLT
		Stairs - Broken/Missing Hand Railing						NLT
		Ventilation/Exhaust System - Inoperable						
		Walls - Bulging/Buckling						
		Walls - Damaged						
		Walls - Damaged/Deteriorated Trim						
		Walls - Peeling/Needs Paint						
		Walls - Water Stains/Water Damage/Mold/Mildew						
		Water Closet/Toilet - Damaged/Clogged/Missing						
		Windows - Cracked/Broken/Missing Panes						NLT
		Windows - Damaged Window Sill						
		Windows - Inoperable/Not Lockable						NLT

	Windows - Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Windows - Peeling/Needs Paint						
	Windows - Security Bars Prevent Egress						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Pools and Related Structures	Fencing - Damaged/Not Intact						
	Pool - Not Operational						
Trash Collection Areas	Chutes - Damaged/Missing Components						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)
- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_bulletin.pdf](http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf)" (24 Pages, 275 KB)
- Only level 3 is applied to independent Health & Safety deficiencies.
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**Uniform Physical Condition Standards - Comprehensive Listing**

**Inspectable Area: Unit**

Property ID / Name: \_\_\_\_\_

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

Building/Unit Nbr: \_\_\_\_\_

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Bathroom	Bathroom Cabinets - Damaged/Missing						
	Lavatory Sink - Damaged/Missing						NLT
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Shower/Tub - Damaged/Missing						NLT
	Ventilation/Exhaust System - Inoperable						
	Water Closet/Toilet - Damaged/Clogged/Missing						NLT
Call-for-Aid	Inoperable						NLT
Ceiling	Bulging/Buckling						
	Holes/Missing Tiles/Panels/Cracks						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Damaged Surface - Holes/Paint/Rusting/Glass						
	Deteriorated/Missing Seals (Entry Only)						
	Missing Door						NLT
Electrical System	Blocked Access to Electrical Panel						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	GFI - Inoperable						NLT
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Floors	Bulging/Buckling						
	Floor Covering Damage						
	Missing Flooring Tiles						
	Peeling/Needs Paint						
	Rot/Deteriorated Subfloor						
	Water Stains/Water Damage/Mold/Mildew						
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
Infestation - Rats/Mice/Vermin						NLT	
Hot Water Heater	Misaligned Chimney/Ventilation System						LT
	Inoperable Unit/Components						NLT
	Leaking Valves/Tanks/Pipes						
	Pressure Relief Valve Missing						NLT
	Rust/Corrosion						NLT
HVAC System	Convection/Radiant Heat System Covers Missing/Damaged						
	Inoperable						
	Misaligned Chimney/Ventilation System						LT

	Noisy/Vibrating/Leaking						
	Rust/Corrosion						
Kitchen	Cabinets - Missing/Damaged						NLT
	Countertops - Missing/Damaged						NLT
	Dishwasher/Garbage Disposal - Inoperable						
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Range Hood/Exhaust Fans - Excessive Grease/Inoperable						
	Range/Stove - Missing/Damaged/Inoperable						
	Refrigerator-Missing/Damaged/Inoperable						NLT
	Sink - Damaged/Missing						NLT
Laundry Area (Room)	Dryer Vent - Missing/Damaged/Inoperable						
Lighting	Missing/Inoperable Fixture						NLT
Outlets/Switches	Missing						LT
	Missing/Broken Cover Plates						LT
Patio/Porch/Balcony	Baluster/Side Railings Damaged						
Smoke Detector	Missing/Inoperable						LT
Stairs	Broken/Damaged/Missing Steps						NLT
	Broken/Missing Hand Railing						NLT
Walls	Bulging/Buckling						
	Damaged						
	Damaged/Deteriorated Trim						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Windows	Cracked/Broken/Missing Panes						NLT
	Damaged Window Sill						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Inoperable/Not Lockable						NLT
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

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## Rent and Utility Calculations

### FORMS:

- a. HUD HOME Rents Chart distributed by the Planning and Development Department
- b. SECTION 8 UTILITY ALLOWANCES Chart

High HOME Rents: Use these for most housing units in our program. This applies to any “Project” that includes 4 or less housing units.

LOW HOME Rents: These apply to some of the units when the “Project” includes 5 or more housing units –typically multifamily buildings.

### To calculate the MAXIMUM RENT:

- a. Using the HUD HOME Rent Chart select the number of bedrooms for the unit to determine the amount of rent and utilities that a tenant may pay.
- b. Using the UTILITY Allowance Chart –add up the dollar amounts by bedroom size for each of the types of expenses that a tenant will be required to pay out-of-pocket. NOTE: for example if the Heating is Electric, select that amount.
- c. OTHER SERVICES: If the tenant has to pay for Water, Sewer, and Trash collection then add that amount to the utility costs. If the Tenant has to provide the Stove or Refrigerator then add that amount as well. \*
- d. FINAL MAXIMUM RENT ALLOWED: Deduct the applicable amounts from the Utility Allowance Chart from the RENT. This final amount is the maximum amount that you can charge for that unit’s rent.

**\*NOTE:** It is currently the CITY policy that the landlord provides both the refrigerator and the stove for the unit.

# HUD HOME PROGRAM RENT LIMITS

Effective May 1, 2014

Revised by HUD April 30, 2014

<b>The HIGH HOME RENTS apply to the 60% AMI UNITS.</b>							
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>	<b>6 BR</b>
<b>HIGH HOME RENT*</b>	\$438	\$483	\$650	\$902	\$961	\$1,071	\$1,154
<b>LOW HOME RENTS apply to all 50% AMI units; for Multi-family projects (5 or more units) 20% of the units must be for 50% AMI families</b>							
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>	<b>6 BR</b>
<b>LOW HOME RENT*</b>	\$438	\$483	\$623	\$720	\$803	\$886	\$969

In accordance with the terms of their lease, all tenants in HOME-assisted units must be given at least 30-days written notice prior to any increase in rent.

Actual rent charged to tenants must include utility costs.

FMR is included here for information only --do not use for HOME projects							
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>	<b>6 BR</b>
<b>FAIR MARKET RENT</b>	\$438	\$483	\$650	\$957	\$961	\$1,105	\$1,249

City of Springfield Housing Programs

<b>UTILITY ALLOWANCES</b>						
<b>Effective January 1, 2014</b>						
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
<b>HEATING:</b>						
Natural Gas	\$16.00	\$19.00	\$23.00	\$29.00	\$33.00	\$37.00
Electric	20.00	23.00	30.00	36.00	42.00	46.00
<b>AIR CONDITIONING</b>	5.00	6.00	8.00	10.00	12.00	14.00
<b>COOKING</b>						
Natural Gas	2.00	3.00	4.00	4.00	5.00	6.00
Electric	3.00	4.00	5.00	5.00	6.00	7.00
<b>OTHER ELECTRIC</b>	15.00	16.00	20.00	24.00	26.00	30.00
<b>WATER HEATING</b>						
Natural Gas	5.00	7.00	9.00	11.00	14.00	16.00
Electric	6.00	8.00	11.00	13.00	17.00	18.00
<b>OTHER SERVICES</b>						
Water	11.00	15.00	17.00	19.00	21.00	23.00
Sewer	10.00	14.00	15.00	17.00	19.00	21.00
Trash Collection	9.00	9.00	9.00	9.00	9.00	9.00
Range/Microwave	4.00	4.00	4.00	4.00	4.00	4.00
Refrigator	4.00	4.00	4.00	4.00	4.00	4.00

**Note: From HAS Section 8 program--No change from 2013**

## Advertising and Marketing

### FORMS:

- a. Sample Housing Vacancy Notice sent by HAO
- b. Equal Opportunity LOGO decal (Available from Housing Assistance Officer)
- c. Sample Ads with Equal Housing words.

**WHAT IS FAIR HOUSING?** HUD requires that housing be made available to any qualified applicant(s) including minorities, special needs persons, people in transition from homelessness, etc. The HAO's vacancy announcement is forwarded weekly to various support groups, minority churches, Springfield Housing Authority (Section 8), and non-profit organizations to meet the Fair Housing requirements.

### WHEN DO I ADVERTISE?

You may advertise vacancies as you become aware of them. See the Application Section regarding maintaining an applicant waiting list. To meet Fair Housing rules, the HAO will place your ad in our weekly Affordable Housing Vacancies which is distributed to a wide range of support organizations.

**NEW CONSTRUCTION VACANCIES:** Do not tell an applicant that the property will be ready to move in before:

- a. The Project Specialist releases the unit for occupancy, and
- b. Certificate of Occupancy by the City of Springfield, and
- c. You advertise it through the HAO announcement to give maximum exposure to the availability of the unit(s). This will comply with Fair Housing Requirements.

**HOW TO ADVERTISE:** You can advertise in any form of marketing. All ads should include the Equal Opportunity Housing words or LOGO. However, a copy of the actual advertisement must be submitted to the Housing Assistance Officer (HAO).

- ✓ **Online or printed ads:** Owner places an ad in the Springfield News Leader and/or Craig's List. All printed ads must state that this is an Equal Opportunity Housing (EOH) rental. The use of web pages, Facebook, etc., is recommended for maximum exposure.
- ✓ **Yard Signs:** Owner is required to place a sign in the yard visible from the street at the rental unit. The Equal Housing Opportunity Logo is required to be placed on the sign. (EOH logos can be obtained from the HAO).



# Affordable Housing VACANCIES

**Sample**

The City of Springfield, Neighborhood Conservation Office, is operating a program for the rehabilitation of properties. This program includes requirements for fair marketing and nondiscrimination, **Equal Housing Opportunity**.

**Affordable Housing Action Board at 430 E. Bob Barker Blvd (417) 865-9942 has available:**

**1941 N. Drury** – Duplex: 3 bedrooms, 2 bath, 1 car garage. Stove and refrigerator provided. Washer/dryer hookups. Central air and heat. \$505.00 per month. – 60% of median income limit.

**823 W. Madison** – House: 2 bedrooms, 1 bath. Stove and refrigerator provided. Washer/dryer hookups. Central air and heat. **TRASH and LAWN CARE PROVIDED.** \$460.00 per month. – 60% of median income limit.

**David Little/Action Realty (417) 848-0503 has available: Contact Sandi**

**810 W. Brower** – Two Level House: 3 bedrooms, 1 bath, w/partial basement. Stove. Washer/dryer hookups. Central air and heat. \$625.00 per month. – 60% of median income limit.

**Verna Davis (417) 207-7379 has available:**

**1340 N. Lexington** – House: 2 bedrooms, 1 bath. Stove. Washer/dryer hookups. Central air and heat. \$425.00 per month. – 60% of median income limit.

**Westfall Rental Properties (417) 866-2215 has available: Contact Becky**

**308 W. State St** – Apartment Complex: 3 bedrooms, 2 bath. Stove, refrigerator, garbage disposal and dishwasher. Washer/dryer hookups in each unit. Central air and heat. \$595.00 per month. – 50-60% of median income limit.

**318 W. State St** – Apartment Complex: 3 bedrooms, 2 bath. Stove, refrigerator, garbage disposal and dishwasher. Washer/dryer hookups in each unit. Central air and heat. \$595.00 per month. – 50-60% of median income limit.



**Chris Palmer at (417) 773-0304 has available:**

**1626 W. Dale** – House: 3 bedrooms, 1 bath, 1 car garage. Stove and refrigerator. Washer/dryer hookups. Central air and heat. \$548.00 per month. – 60% of median income limit.

Requirements to rent these units, the tenants' Total Gross Household Income must meet HUDS Median Income Level for Springfield, which is the following:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person	
\$18,650	\$21,300	\$23,950	\$26,600	\$28,750	\$30,900	\$33,000	\$35,150	-50%
\$22,380	\$25,560	\$28,740	\$31,920	\$34,500	\$37,080	\$39,600	\$42,180	-60%
\$29,800	\$34,050	\$38,300	\$42,550	\$46,000	\$49,400	\$52,800	\$56,200	-80%

Marti Fewell, Housing Assistance Officer  
April 4, 2013

## Sample Craig's List Ads

### Duplex - 1 Bath - 1 Car Garage

Date: 2011-09-06, 1:25PM

Less than 2 years old. Has Stove, Dishwasher, Microwave, Refrigerator and washer-dryer hook-ups. Large rooms. Energy Star Construction. Located at 2150 N. Travis. Near National & Kearney.

Equal Housing Opportunity - \$450 Deposit - No Pets

Call Debbie @ 417-xxx-xxxx

Travis at High Street ([google map](#)) ([yahoo map](#))

- Location: Springfield
- it's NOT ok to contact this poster with services or other commercial interests

Original URL: <http://springfield.craigslist.org/apa/2584958327.html>

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### New Duplex Energy Star Construction

Date: 2011-01-08, 7:21AM

Large Units - 1-1/2 Baths - Attached Garage(access from ally in back)Has Dishwasher, Microwave, Stove, Refrigerator, Laundry Room.

All Energy Star Appliances, Insulation, Heat & Air.

Equal Housing Opportunity - Must Meet Income Guide Lines

\$500 Deposit. On Bus Line

1516 N. Grant

Call 417-xxx-xxxx

Division ([google map](#)) ([yahoo map](#))

- Location: Springfield
- it's NOT ok to contact this poster with services or other commercial interests

Original URL: <http://springfield.craigslist.org/apa/2149758779.html>

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### Great layout for the price

Date: 2011-01-27, 7:52PM

So much room. 3 bedrooms 1 bath. This rental has huge kitchen with plenty of room for table and chairs plus a bar that is 7' long. This rental also has a laundry room not just a closet in the hall. Must see to appreciate. 525.00 rent with 300.00 deposit. Sorry no pets in this unit. Water and sewer is paid by the landlord and gas and electric paid by the tenant. This is a family friendly unit. Stove and fridge are provided. Call 417-xxx-xxxx to view.

Equal Housing Opportunity

520 Nichols ([google map](#)) ([yahoo map](#))

- Location: 520 Nichols #204
- it's NOT ok to contact this poster with services or other commercial interests

Original URL: <http://springfield.craigslist.org/apa/2184045603.html>



**EQUAL HOUSING  
OPPORTUNITY**

HUD-934.1(1-80)

## Application and Tenant Selection Instructions

### FORMS:

- a. Sample Application Form with required items highlighted
- b. Tenant Selection Criteria Guidance
- c. Guidance on Students as Tenants
- d. Certification Report
- e. Request for Verification of Information
- f. Certification of Zero Income

### 1. TENANT SELECTION CRITERIA:

- a. Written Selection criteria must be submitted with your project loan application.
  - b. You can screen applicants based upon reasonable criteria as long as you apply the same criteria to each applicant (Fair Housing).
  - c. See the tenant selection criteria guidance for information.
2. **WAITING LIST:** You may have a waiting list of applicants. If you have fully-handicap accessible units you may have a separate waiting list for those units.
3. For **multi-family projects** (more than 4 units) contact HAO for a review of those requirements.
4. **DENIAL DOCUMENTATION:** Provide each applicant with a written letter of denial stating the reason(s) for denial based on your selection criteria or their failure to provide information. Keep that record for five (5) years from the date you deny them.
5. **WHAT FORM TO USE:** You may use your own application form or the attached enclosed sample, please note that the sample shows all of the required household information that you have to report for each tenant selected. You must have the information and their supporting documentation ***prior*** to occupancy.
6. **REPORT TO HAO:** Submit the Certification Report to the HAO at each rent-up.



# Rental Application



Address of unit you are applying for: \_\_\_\_\_

### Information on all persons to reside in unit (List head of household first):

Last Name	First Name	MI	DOB	Social Security #	M/F

List any alternate names (alias, maiden name, etc): \_\_\_\_\_

Is applicant or co-applicant a full-time student? If yes, name of school: \_\_\_\_\_

Complete Student Screening Criteria (See attached)

Current phone numbers: \_\_\_\_\_

Employment (Current) Head of Household:						
Employer:						
Address:						
Phone:						
Job Title:				First Date of Employment:		
Hourly Rate:		Avg. Wkly Hrs.		Gross Household Income:		

Employment (Current) Co-Applicant:						
Employer:						
Address:						
Phone:						
Job Title:				First Date of Employment:		
Hourly Rate:		Avg. Wkly Hrs.		Gross Household Income:		

### Previous Employment:

Employer:						
Address:				Phone:		
Emp. Dates:		to		Reason for Leaving:		

### Previous Employment:

Employer:						
Address:				Phone:		
Emp. Dates:		to		Reason for Leaving:		

**Other Income: (Sources for all income *must be listed* & marked appropriately)**

	Yes	No	Name of Recipient	Start Date	Monthly Amount	Caseworker Name (if any)
Child support (List all children who receive support)						
Social Security/SSI/Disability						
VA Benefits						
AFDC/TANF Gen Assistance						
Alimony						
Grants or Scholarships						
Workers Compensation						
Interest (Bank, CD's etc.)						
Pension:						
*Zero Income:						
*Are you or any <u>adult members</u> of your household claiming zero income? Yes or No If Yes, who and why?						
Other:						

**Checking and Saving Accounts:**

Bank /CU/S&L & Address	Account #	Balance

**Assets Owned:**

Category	Value
Real Estate owned (list):	
Stocks/bonds:	
Vested value in retirement fund:	
Net worth of business owned:	
Personal property (i.e., gems, coins, painting, etc.):	
Assets (itemize) – Insurance settlements, lottery, inheritances, etc.):	
Other Assets:	

**Liabilities: (List all monthly payments, i.e., cell phone, credit cards, etc.)**

Name & address of Company	Account #	Monthly Payments	Months left to pay	Balance

**Do you pay any of the following:**

	Do you pay any of the following:		Name of Recipient	Monthly Amount
	Yes	No		
Alimony:				
Child Support:				
Separate Maintenance:				
Child Care:				
Union dues:				
Other:				
Other:				
Other:				

**Residence Information: You must list your past Rental History  
(Attach additional sheets as necessary)**

Current Address:				Phone:	
City/State/Zip:					
Landlord's Name:				Phone:	
Landlord Address:					
Monthly Rent:		Avg Utilities:		Length of Occupancy:	
Reason for moving:					

Previous Address:				Phone:	
City/State/Zip:					
Landlord's Name:				Phone:	
Landlord Address:					
Monthly Rent:		Avg Utilities:		Length of Occupancy:	
Reason for moving:					

**Cont'd Residence Information:**

Previous Address:		Phone:	
City/State/Zip:			
Landlord's Name:		Phone:	
Landlord Address:			
Monthly Rent:		Avg Utilities:	Length of Occupancy:
Reason for moving:			

How many evictions have been filed on you? \_\_\_\_\_

How many felonies have you been convicted of/plead guilty to: \_\_\_\_\_ When?: \_\_\_\_\_

Are you currently on probation/parole? Yes or No

If Yes, list probation officer's name and number: \_\_\_\_\_

**Personal References:**

Name:		Phone:	
Relationship:		Years Acquainted:	

Name:		Phone:	
Relationship:		Years Acquainted:	

Name:		Phone:	
Relationship:		Years Acquainted:	

**Person to notify in case of emergency: (including non-payment of rent)**

Name:		Phone:	
Address:			
Relationship:		Years Acquainted:	

<b>Race/Ethnicity Section</b>	
<b>Ethnicity (check only one)</b>	<b>Race (check only one)</b>
<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> White
<input type="checkbox"/> Non-Hispanic or Latino	<input type="checkbox"/> Black/African American
	<input type="checkbox"/> Asian
	<input type="checkbox"/> American Indian/Alaskan Native
	<input type="checkbox"/> Native Hawaiian/Other Pacific Islander
	<input type="checkbox"/> American Indian/Alaskan Native & White
	<input type="checkbox"/> Asian & White
	<input type="checkbox"/> Black African American & White
	<input type="checkbox"/> American Indian/Native & Black/African American
	<input type="checkbox"/> Other Multi-Racial

I/we hereby certify that the information stated above is true, correct and complete to the best of my/our knowledge. I/we further understand and agree that if any of the information I/we have provided in this application is found to be incomplete, incorrect, or false it will be ground for disqualification or denial of this application or termination of my/our lease. I/we also authorize the owner and/or owner's agent to verify application. This includes, but is not limited to, my/our present and/or prior employer(s), bank(s) or depositor(s), landlord(s), mortgage companies, creditor(s), credit bureau, and/or law enforcement agencies. I/we also certify that the income listed above is all that I/we have. \_\_\_\_\_ retains that right to obtain a credit report for the purpose of screening and collections.

\_\_\_\_\_  
Signature/Driver's License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/Driver's License Number

\_\_\_\_\_  
Date

<b>Office of City of Springfield Usage:</b>		
<b>Characteristics of House:</b>	<input type="checkbox"/> FHH	<input type="checkbox"/> MHH <input type="checkbox"/> SF
<b>Numbers of Persons in Household:</b>		Race
<b>Total Gross Household Income Verified</b>	\$	
<b>Median Income Limit</b>	%	
<b>Other:</b>		

**TENANT SELECTION CRITERIA**  
**In accordance with**  
**24 CFR 92.253**

This policy will be followed to ensure that units assisted with HOME funds comply with the requirements of 24 CFR 92.253 during the affordability period. This policy provides for the promotion of affordable housing for very-low and low income families.

**TENANT SELECTION:** Owner must adopt **written tenant selection policies and criteria** that-

1. Are consistent with the purpose of providing housing for very low-income (50% AMI) and low-income (80% AMI) families,
2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease,
3. Give reasonable consideration to the housing needs of families that would have a preference under 24 CFR 960.211 (Federal selection preferences for admission to Public Housing) (for example Section 8 applicants); and
4. Provide for-
  - a. *WAITING LIST:* The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable. For example, tenants who are called for vacancies and who do not respond within XXXX (owner insert reasonable time) days after two attempts to contact them will be dropped from the waiting list. Note: if the property has fully-accessible units, a separate waiting list of handicapped/disabled applicants is permitted. Records will be maintained through the affordability period of all attempts and responses; and
  - b. The prompt written notification to any rejected applicant of the grounds for any rejection.

SUBMIT YOUR WRITTEN CRITERIA WITH YOUR APPLICATION FOR THE HOME LOAN.

**SELECTION CRITERIA:** Identify all of the criteria that you use to screen tenants and apply them consistently. HUD doesn't require any certain criteria, just that you apply them equally to all applicants (no discrimination).

1. Some of the more common ones used by landlords are:
  - a. Previous landlord reference: (explain your policy e.g., a bad landlord reference may disqualify you).
  - b. Income qualification in accordance with HUD income guidelines for the family size. (Explain what documents will be required from the applicant(s) such as Income Verification forms from their employers, tax returns for self-employed tenants, pension or disability award letters, etc. Note: All of the household members over 18 are required to verify their income.
  - c. Job stability (explain your policy if used)
  - d. Credit criteria (describe criteria desired & exception policy if any)

- e. Other criteria you as the owner may elect to use in approving a tenant for occupancy:
- ✓ sexual offenders list,
  - ✓ number or occupants or unrelated persons allowed to cohabit a unit,
  - ✓ pet /no pet policy,
  - ✓ smoking/no smoking policy,
  - ✓ identification documents; i.e. Green cards, driver's license, etc.
  - ✓ residency requirements

#### **RECORDKEEPING REQUIRMENTS**

Owner shall maintain copies of any waiting lists, correspondence to and from applicants or tenants (such as acceptance and/or denial letters, eviction notices, complaints and their resolution) for up to **5 years after the tenant vacates the property or 5 years after the end of the unit's affordability period**. Records should be securely stored to prevent inadvertent disclosure of the applicant/tenant's personal information.

## Guidance on Students as tenants in HOME-funded housing units

GENERALLY, STUDENTS DO NOT QUALIFY AS TENANTS.

HUD provides a process to determine if a student applicant is considered to be “Independent” or “Dependent”. Before collecting all of their income documents ask these questions; they must be able to answer YES to at least ONE of the following Screening questions, or they are considered to be Dependent upon their family for support. Place a copy of this checklist in their application file.

- a. \_\_\_ Are you over 24 years old? Provide copy of picture ID with birth date.
- b. \_\_\_ Are you married? Provide tax returns and income information for both you & spouse.
- c. \_\_\_ Are you a Veteran of the U.S. Armed Forces? Provide documents showing that: i.e. Honorable Discharge papers; VA information, etc.
- d. \_\_\_ Do you have children who receive at least ½ of their support from you? Provide two years tax returns showing the dependant’s names.
- e. \_\_\_ Do you have legal dependants (other than your children) who live with you & receive more than ½ of their support from you; and will the support continue in the coming year? Provide two years tax returns showing dependant names.
- f. \_\_\_ Are both of your parents deceased? Provide death certificates & your birth certificate.
- g. \_\_\_ Are you an emancipated minor by court order? Provide copy of the court order.
- h. \_\_\_ Are you currently under legal guardianship by court order? Provide copy of the court order.
- i. \_\_\_ In the past two years, have you been determined to be homeless by
  - a. \_\_\_ High school official?
  - b. \_\_\_ Homeless shelter funded by HUD?
  - c. \_\_\_ Other homeless/transitional housing program?  
Provide documents from the appropriate organization.

If YES answer to any of the above questions then they are considered to be independent and may apply to be a tenant based upon their own qualifications. It does not guarantee that they will be approved or selected by the owner/property manager; and they must meet HUD income requirements and any other landlord criteria.

## How to process “Dependent” students

If, they cannot answer YES, then they are considered to be “dependant” on their parents and will need to provide documentation of their household income including their own, their parents & the income for any siblings still living at home over 18 years of age. We require tax returns, pay stubs, Verification of Income or employment (all of the usual income information) and they will have to qualify based on the family household size (parents & student). For example, if the student’s family income (including dad, mom, sibling, & the student) is below the 4-person household at 50% or 60% AMI, then they would qualify.

If there will be “roommates” who also will be occupying the unit, they have to be verified the same way as above. When all the applicants who are planning to live there are qualified, they may be offered the unit for rent. **Note:** This process usually will disqualify most students. This is not unique to HUD housing; it is a similar process used to qualify students as “independent” for Federal Students Loan and Grant programs. The student cannot be “dependent” for getting student loans and “independent” for HUD housing.

## How to count a student’s income from various sources

**PART-TIME INCOME:** Often students will work several part-time jobs over summer breaks, and during the school year. In order to assess the income when they are between jobs and now in school use the following procedure:

1. Obtain the last two years tax returns or IRS transcripts. Get a written explanation of what jobs they will be working over the next 12 months. Base their income on the average earnings for the past two years and forecast, the income for the next 12-month period.

**STUDENT FINANCIAL ASSISTANCE:** Obtain a copy of their financial aid awards letter from the school and any other grants, scholarships they have received for the next school year. Note some are by semester, some by month.

**JOBS OBTAINED BUT NOT STARTED YET:** Copy of the job offer letter or VOE form from the future employer. If the student has a track record of part-time employment in the past years, it is OK to count this future job in their income.

**COLLEGE WORK STUDY JOBS:** They should have a Financial Assistance letter from the Office of Financial Aid. It usually includes Grants, loans, work-study and other types of assistance. Determine the method of payment for example, is it by check or is it just applied toward tuition or housing and make the decision based on that information.

**ANY OTHER INCOME SOURCES:** Obtain the verifications necessary, such as awards letters, gift letters from relatives (gifts from friends do not count), paystubs, W-2’s.

None of the evaluation based on their dependence or their independence replaces the owner’s own selection criteria. Just because they may qualify within the income guidelines doesn’t automatically mean you have to accept them as a tenant. The owner’s other selection criteria may result in denying the student from renting; e.g. poor references, derogatory case net information, credit report, etc. as the owner so chooses. **Note:** To avoid discrimination complaints all of the owner’s selection criteria should be applied equally to all applicants.

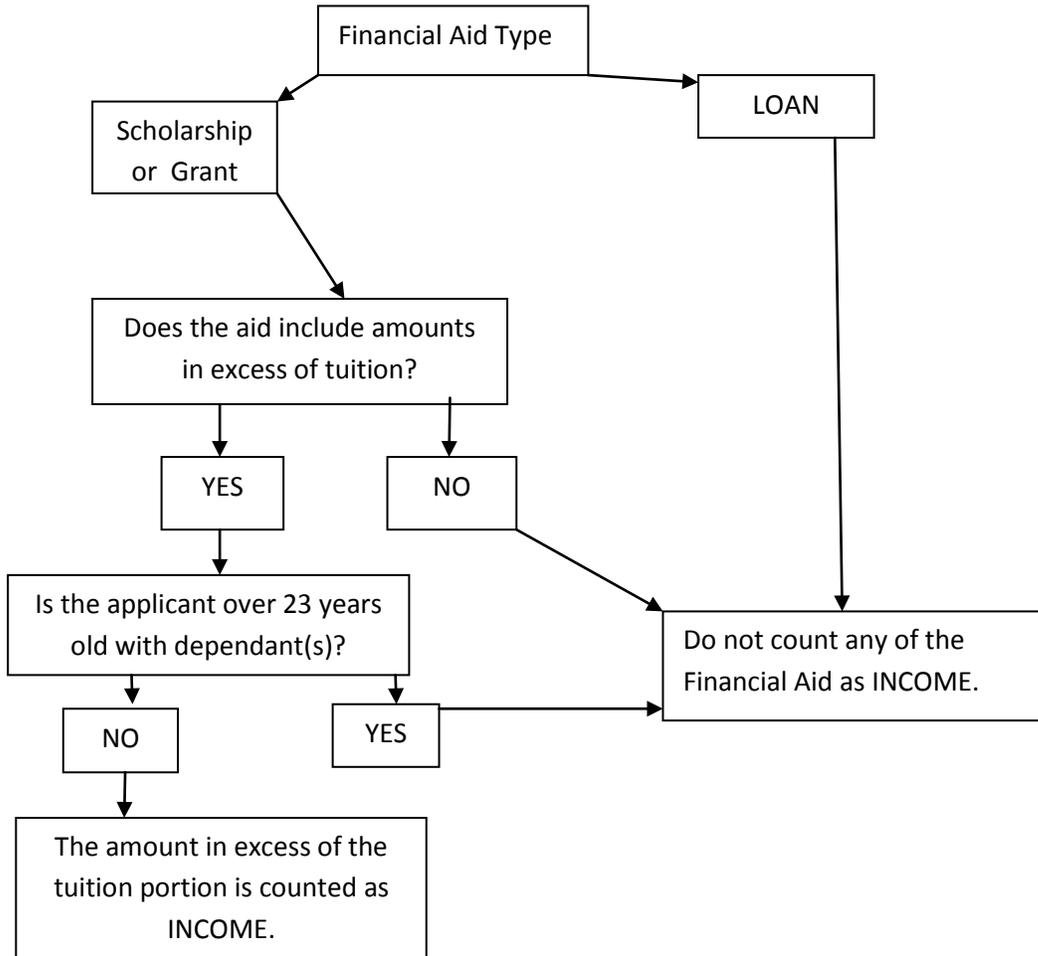
## Student Financial Aid Annual Income Calculations

**24 CFR 5.609 (b) Annual income includes**, but is not limited to:

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

**24 CFR 5.609 (c) Annual income does not include** the following:

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;



**CERTIFICATION REPORT**

Required for each Vacancy\*\*

Property Owners:

Rental Unit Address:

Name of Occupant(s):

Race:

Female /Male Head of Household or Single Family:

Date of Occupancy/Lease Date:

Lead Notification in File:

Income (Total Combined Gross Yearly) :

Median Income Limit (See Schedule):

Rental Assistance:

\*\*Submit this to the City HAO for each new tenant household.



# Request for Verification of Income

**NOTE TO EMPLOYER/AGENCY:** The person identified below is a recipient of a HOME Housing Program. The applicant has indicated they are **employed or is currently** receiving income/benefits from your agency, and has authorized this Public Body to verify this information. This information is required in order to determine the applicant's eligibility for their residency. Your verification of their **Total Gross Yearly Income/Benefits** is for the confidential use of the City of Springfield, Missouri.

Date of Request \_\_\_\_\_

## Applicant Authorization

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby release the requested information to the City of Springfield

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Social Security Number \_\_\_\_\_

## Employer or Agency

Business Name \_\_\_\_\_

Supervisor / Case Manager's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Property you are applying for: \_\_\_\_\_  
\_\_\_\_\_

## Employer's Verification

Position Held \_\_\_\_\_

Dates of Employment \_\_\_\_\_

Probability of continued employment \_\_\_\_\_

Other Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Compensation - Actual amounts received during the past 12 months:

Overtime \$ \_\_\_\_\_

Probability of continued Overtime \_\_\_\_\_

Bonus \$ \_\_\_\_\_

Probability of continued Bonus \_\_\_\_\_

Commissions \$ \_\_\_\_\_

Probability of continued Commissions \_\_\_\_\_

Rate of Pay (estimated if necessary)

Hourly \$ \_\_\_\_\_

Number of hours scheduled per week \_\_\_\_\_

Annual \$ \_\_\_\_\_

If applicant is in military service, give income on monthly basis as follows:

Base Pay \$ \_\_\_\_\_

Quarters & Subsistence \$ \_\_\_\_\_

Flight or Hazard Duty \$ \_\_\_\_\_

Frequency of Pay: (please circle)

Weekly Bi-Weekly Monthly Bi-Monthly Annually

## Signature of Employer

The above information is furnished in strict confidence in response to your request, and is solely for use of the Public Body shown below and the City of Springfield, Missouri, in connection with the application for a HOME Program Rehabilitation Loan described above.

Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

Return to: City of Springfield  
Department of Planning and Development  
840 Boonville  
Springfield, MO 65801

ATTN: Marti Fewell - FAX (417) 864-1030

By:   
Housing Assistance Officer - 417-864-1039



## CERTIFICATION OF ZERO INCOME

1. **I hereby certify that I do not individually receive income from any of the following sources:**

- a. Wages from employment (including commissions, tips, bonuses, fees, etc);
- b. Income from operation of a business;
- c. Rental income from real or personal property;
- d. Interest or dividends from assets;
- e. Social Security or Disability payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
- f. Unemployment payments;
- g. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
- h. Sales from self-employment resources (Avon, Mary Kay, Shaklee, etc.);
- i. Any other income source not named above : \_\_\_\_\_

2. **I currently have no income of any kind and there is not imminent change expected in my financial status or employment status during the next \_\_\_\_\_ months.**

Under penalty or perjury, I certify that the information I have presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Date

STATE OF MISSOURI )  
 )  
COUNTY OF GREENE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013 before personally  
appeared \_\_\_\_\_, to me  
known to be the person or persons described in and who executed the foregoing  
instrument, and acknowledged that he/she executed the same as he/she free act and  
deed, as Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in  
the City of Springfield, County of Greene, and State aforesaid, the day and year first  
above written.

\_\_\_\_\_  
NOTARY PUBLIC

My term expires:

## LEASE INSTRUCTIONS

### FORMS:

- a. SAMPLE LEASE FORM
- b. HOME –Lease Addendum
- c. PROHIBITED LEASE PROVISIONS
- d. Lead Notification

**LEASE REQUIREMENTS:** The minimum lease term must be one (1) year or more unless you have written agreement by the tenant for a shorter lease term with some justification such as tenant needs to relocate at a certain date in the future or the tenant has an unusual circumstance that may require a shorter stay.

HUD prohibits certain Lease terms –see enclosed list.

There are two ways to ensure that your lease meets the guidelines.

- a. Use the Sample Lease provided, or
- b. Use your lease with the attached HOME Lease addendum (signed by you and the tenants)

**LEAD PAINT DISCLOSURE:** The enclosed form and pamphlet are required for each new lease for a property built prior to 1978. The tenant should be provided a copy of the pamphlet, the lead disclosure form and the landlord shall retain a signed copy.

The EPA pamphlet is available from <http://www.epa.gov/lead/pubs/leadpdf.pdf>

1. **LEASE TERM:** The minimum lease term will be “not less than one year, unless by mutual written agreement between the tenant and the owner” per 24 CFR 92.253 a. The one-year standard is to provide stability to the low-income family. Shorter lease terms may be considered based on discussions with the applicant and their needs and not mandated by the landlord. Any lease for less than a year requires a signed agreement by the tenant(s) stating they concur with it.
2. **TERMINATION POLICY:** Include in the written lease your termination conditions. Note tenants may be terminated or the lease not renewed for serious or repeated violations of the lease terms, violation of Federal, State, or local law, or other good cause. Have a policy describing owner’s investigation and enforcement guidelines.

**PROPERTY MAINTENANCE:** The lease should clearly state the tenant requirements to maintain the property inside and out. Owner must maintain the premises in compliance with all applicable housing quality standards and local code requirements. Advise the tenants that their home will be inspected by city or HUD inspectors from time-to-time, but no less than every three years. The landlord should conduct safety & health inspection between tenants unless he unit has passed a recent inspection by the City or by HAS inspectors (in the case of Section 8 voucher occupants).

## LEASE AGREEMENT

By this Lease Agreement (the "Lease") made and entered into on \_\_\_\_\_, 20\_\_\_\_, by of between \_\_\_\_\_, referred to as "Lessor, and \_\_\_\_\_ singly or collectively, referred to as "Lessee", Lessor leases to Lessee the premises situated at \_\_\_\_\_ in the City of Springfield, County of Greene, State of Missouri together with all appurtenances, for a term of one (1) year, to commence on \_\_\_\_\_, 20\_\_\_\_ and to end on \_\_\_\_\_, 20\_\_\_\_.

### **SECTION ONE - RENT**

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of (\$\_\_\_\_\_) per month on the \_\_\_\_\_ day of each calendar month beginning, by mailing such rent in the form of a check or a money order payable to Lessor to the following address: \_\_\_\_\_, or at such other place as Lessor may designate.

### **SECTION TWO - SECURITY DEPOSIT**

On execution of this lease, lessee deposits with lessor (\$\_\_\_\_\_) \_\_\_\_\_, receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms of this lease, to be returned to lessee of the provision of this lease.

### **SECTION THREE - QUIET ENJOYMENT**

Lessor covenants that on paying the rent and performing the covenants contained in this Lease, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

### **SECTION FOUR - USE OF PREMISES**

- A. The demised premises shall be used and occupied by Lessee exclusively as a private single-family residence. Neither the premises nor any part of the premises shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.
- B. Lessee shall:
1. Comply with all local, state, and federal laws, rules, regulations, and requirements applicable to the demised premises, and in particular with those for the correction, prevention, and abatement of nuisances connected with the demised premises during the term of this Lease; and;
  2. Not commit or permit any act on or about the demised premises which is contrary to any provision of any insurance policy affecting or pertaining to the leased premises, or which might impair the value or usefulness of the leased premises, or which constitutes a public or private nuisance or waste; and

3. Not use or permit the use of any illegal substance(s) of any kind on or about the leased premises.

**SECTION FIVE - REPRESENTATIONS**

Lessee represents that (1) the demised premises shall be occupied by no more than persons, consisting of \_\_\_\_\_ adults and \_\_\_\_\_ children under the age of eighteen years, without the prior, express and written consent of Lessor; and (2) that Lessee has been a resident of the City of Springfield, Missouri for the ninety (90) days prior to the date of the execution of this Lease.

**SECTION SIX - CONDITION OF PREMISES**

Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean and tenable condition.

**SECTION SEVEN - ASSIGNMENT AND SUBLETTING**

- A. Without the prior, express and written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part of the premises.
- B. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be consent to any subsequent assignment, subletting, concession or license.
- C. An assignment, subletting, concession or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease.

**SECTION EIGHT - ALTERATIONS AND IMPROVEMENTS**

- A. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior, express and written consent of Lessor.
- B. All alterations, changes, and improvements built, constructed or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or earlier termination of this Lease.

**SECTION NINE - DAMAGE TO PREMISES**

If the demised premises, or any part of the demised premises, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employee, family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. However, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of Lessee's employee, family, agent or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

**SECTION TEN - DANGEROUS MATERIALS**

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**SECTION ELEVEN - UTILITIES**

Lessee shall be responsible for arranging and paying for all utility service required on the premises, including water, gas, electric, sewer and garbage service.

**SECTION TWELVE - MAINTENANCE AND REPAIR**

- A. Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Lessee shall, at Lessee's sole expense, make all required repairs to the plumbing, appliances, heating apparatus, and electric and gas fixtures whenever damage to such items shall have resulted from Lessee's misuse, waste or neglect or that of Lessee's employee, family, agent or visitor.
  
- B. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at Lessee's direction without the prior, express and written consent of Lessor.

**SECTION THIRTEEN - ANIMALS**

Lessor and Lessee shall agree to keep domestic or other animals on or about the leased premises without the prior, express and written consent of Lessor.

**SECTION FOURTEEN - RIGHT OF INSPECTION**

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the demised premises for the purpose of inspecting the premises and all building and improvements on the premises.

**SECTION FIFTEEN - DISPLAY OF SIGNS**

During the last thirty (30) days of this Lease, Lessor or Lessor's agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants at reasonable times.

**SECTION SIXTEEN - SUBORDINATION OF LEASE**

This Lease and Lessee's leasehold interest under this Lease are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**SECTION SEVENTEEN - HOLDOVER BY LESSEE**

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease but shall be terminable on thirty (30) days' written notice served by either Lessor or Lessee on the other party.

Tenant agrees that 90 days prior to the Expiration, Tenant will submit to the Landlord all documentation required by Landlord to verify that Tenant remains a Qualified Household. In the event Tenant fails to timely deliver such information or Landlord determines (whether in connection with initial execution of this Lease, a renewal or otherwise) that Tenant is not a Qualified Household under the Program, this Lease shall immediately terminate and Tenant agrees to vacate that House upon the earlier of the Expiration or upon 30 days' written notice from Landlord of non-qualifying status.

**SECTION EIGHTEEN - SURRENDER OF PREMISES**

At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

**SECTION NINETEEN - DEFAULT AND LATE CHARGE**

The Lease, at the option of Lessor, shall be terminated and be forfeited:

1. If any default is made by the Lessee in the payment of rent, or any part of the rent, at the time specified in this Lease; or
2. If serious or repeated violations by the Lessee of the terms and conditions of this Lease other than the payment of rent; or
3. For violation by the Lessee of applicable Federal, State, or Local law; or
4. Failure to submit the required income documentation on application, renewal or extension of the lease.
5. For other good cause.

Termination and forfeiture of the Lease shall not result if, within thirty (30) days of receipt written notice from Lessor specifying the grounds for termination and forfeiture, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time. Lessee agrees to pay a late fee of \$\_\_\_\_\_ if Lessee fails to make a monthly rent payment within ten/(10) days of such payments due date, and an additional late fee of \$\_\_\_\_\_ for each day thereafter that such payment remains unpaid.

**SECTION TWENTY - ABANDONMENT**

- A. If at any time during the term of this Lease Lessee abandons the demised premises or any part of the demised premises, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee, relet the demised premises, or any part of the demised premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Lessee shall also be liable for any remainder expenses of Lessor for reletting the premises.
  
- B. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper in accordance with the laws of the State of Missouri and is hereby relieved of all liability for doing so.

**SECTION TWENTYONE - BINDING EFFECT**

The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties and all covenants are to be construed as conditions of this Lease.

**SECTION TWENTYTWO - GOVERNING LAW**

It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Missouri.

**SECTION TWENTYTHREE - TIME OF THE ESSENCE**

It is specifically declared and agreed that time is of the essence of this Lease.

**SECTION TWENTYFOUR - ATTORNEY FEES**

In the event that any legal action is filed by Lessor in relation to this Lease and is the prevailing party, the Lessee shall pay to the Lessor in addition to all the sums that the Lessor may be called on to pay, a reasonable sum for the Lessor's attorney fees and court costs.

**SECTION TWENTYFIVE - ENTIRE AGREEMENT**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

**SECTION TWENTYSIX - MODIFICATION OF AGREEMENT**

Any modification of this Lease or additional obligation assumed by either party in connection

with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**IN WITNESS WHEREOF**, each party to this Lease has caused it to be executed at Springfield, Missouri on the date indicated below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LESSOR

By: \_\_\_\_\_  
\_\_\_\_\_

LESSEE

By: \_\_\_\_\_  
\_\_\_\_\_

**HOME  
LEASE ADDENDUM**

Tenant	Owner/Managing Agent	Unit No. & Address

This lease addendum is attached to and made part of the lease agreement between the parties identified above (as may be amended from time to time, collectively the "Lease").

1. The parties to this lease agree that any provision of this Lease that falls within any classification below (a-h) shall be deemed null and void:
  - (a) Confession of Judgment. Prior consent by the Tenant to be sued, to admit guilt, or to judgment in favor of the Owner/Managing Agent in a lawsuit brought in connection with Lease.
  - (b) Seize or Hold Property for Rent or Other Charges. Authorization to the Owner/Managing Agent to take property of the Tenant, or hold property of the Tenant, as a pledge or security until the Tenant meets any obligation which the Owner/Managing Agent has determined the Tenant has failed to perform.
  - (c) Exculpatory Clause. Agreement by the Tenant not to hold the Owner/Managing Agent legally responsible for any action or failure to act, whether intentional or negligent.
  - (d) Waiver of Legal Notice. Agreement by the Tenant that the Owner/Managing Agent may institute a lawsuit without notice to the Tenant.
  - (e) Waiver of Legal Proceedings. Agreement by the Tenant that the Owner/Managing Agent may evict the Tenant or hold or sell possessions of the Tenant Family if the Owner/Managing Agent determines that the Tenant has violated the lease, without notice to the Tenant or any court decision on the rights of the parties.
  - (f) Waiver of Jury Trial. Authorization to the Owner/Managing Agent to waive the Tenant's right to trial by jury.
  - (g) Waiver of Right to Appeal Court Decision. Authorization to the Owner/Managing Agent to waiver the Tenant's right to appeal a decision on the ground of judicial error or to waiver the Tenant's right to sue to prevent a judgment form being put into effect.
  - (h) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the tenant to pay lawyer's fees or other legal costs whenever the Owner/Managing Agent decides to sue, whether or not the Tenant wins.

2. The parties to this Lease also agree that the Owner/Managing Agent shall not discriminate against the tenant in any manner, including the provision of services, based on the ground of age, race, color, creed, religion, sex, handicap, national origin or familial status.
3. The parties to this Lease also agree that the term of the lease shall not be for less than one year, unless by mutual agreement between the tenant and the owner.
4. The parties to this Lease agree that this unit is a HOME unit and the HOME program imposes certain conditions on the parties to this Lease including but not limited to:
  - (a) This unit is subject to all income and rent restrictions including, but not necessarily limited to, those set forth by the United States Department of Housing and Urban Development (“HUD”)
  - (b) The Owner/Managing Agent must examine tenants income status annually, failure of the tenant to comply with this procedure is grounds for eviction.
  - (c) The unit is subject to the HUD requirements regarding the displacement, relocation and acquisition.
5. The parties to this Lease agree that the following rent restrictions apply for Over Income Households:

If the household income exceeds 80% of the published income limits while in a HOME unit, upon the next recertification the resident will be required to pay 30% of their adjusted income as rent. Any rent changes do not go into effect until a new lease is executed. If the household occupies a unit regulated by both the Low Income Housing Tax Credit (LIHTC) program and HOME program, the LIHTC program rule for rent restrictions must apply.

\_\_\_\_\_  
Owner/Managing Agent -Signature

\_\_\_\_\_  
Tenant-Signature

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

\_\_\_\_\_  
Owner-Printed Name

\_\_\_\_\_  
Tenant-Printed Name

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

## LEASE PROVISIONS

### The lease may not include any provisions prohibited by 24 CFR 92.253

1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  2. **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;
  3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
  4. **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
  5. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
  6. **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury;
  7. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
  8. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
  9. **Termination of tenancy.** Owner may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.
- 
1. **LEASE TERM:** The minimum lease term will be “not less than one year, unless by mutual written agreement between the tenant and the owner” per 24 CFR 92.253 a. The one-year standard is to provide stability to the low-income family. Shorter lease terms may be considered based on discussions with the applicant and their needs and not mandated by the landlord. Any lease for less than a year requires a signed agreement by the tenant(s) stating they concur with it.
  2. **TERMINATION POLICY:** Include in the written lease your termination conditions. Note tenants may be terminated or the lease not renewed for serious or repeated violations of

the lease terms, violation of Federal, State, or local law, or other good cause. Have a policy describing owner's investigation and enforcement guidelines.

**PROPERTY MAINTENANCE:** The lease should clearly state the tenant requirements to maintain the property inside and out. Owner must maintain the premises in compliance with all applicable housing quality standards and local code requirements. Advise the tenants that their home will be inspected by city or HUD inspectors from time-to-time, but no less than every three years. The landlord should conduct safety & health inspection between tenants unless he unit has passed a recent inspection by the City or by HAS inspectors (in the case of Section 8 voucher occupants).

**U.S. Department of Housing and Urban Development**  
**Office of Community Planning and Development**

*Notification – To Owners, Tenants & Purchasers of Housing Constructed before 1978. Watch Out for Lead-Based Paint Poisoning.*

*If the property was constructed before 1978, there is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.*

■ **Sources of Lead Based Paint**

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands in their mouths, and ingest a dangerous amount of lead.

■ **Hazards of Lead -Based Paint**

Lead poisoning is dangerous-especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

■ **Symptoms of Lead-Based Poisoning**

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-base paint.

■ **Advisability and Availability of Blood Lead Level Screening**

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord

is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

■ **Precautions to Take to Prevent Lead-Based Paint Poisoning**

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Dust containing lead can be a health hazard. DO NOT vacuum loose paint. Sweep and damp mop;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in a trash can. DO NOT BURN THEM;
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important, and;
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

■ **Homeowner Maintenance and Treatment of Lead-Based Paint Hazards**

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting the surface may

be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

■ **Tenant and Homebuyer Responsibilities**

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's efforts to repair the unit.

*I have received a copy of the Notice entitled "Protect Your Family From Lead in Your Home."*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Full Name*

\_\_\_\_\_  
*Signature*

## Tenant Income Qualification Process

1. Collect source documentation for all household occupants over 18 years of age at time of rent up. These documents include pay stubs, tax returns, welfare or assistance documentation.
2. For employed persons, obtain a current verification income form (sample enclosed).
3. Occupants without income must complete a certification of zero income with notary.
4. Based on the information collected, calculate the projected income for the household for the coming year.
5. Compare the household income with the current median income schedule based on their household size. Household size includes all occupants including children, under 18 years old and unborn children. The income schedule is updated yearly by HUD. A copy is available from the HAO.
6. Anyone claiming a relative that is only going to be staying a short time generally must be included in the calculations for eligibility. Contact the HAO for details.
7. Match the income eligibility based on whether they meet the criteria for either 50% or 60% median income for the unit they will occupy.

**HOME  
MEDIAN INCOME SCHEDULE  
2013**

*City of Springfield, Missouri  
Effective March 15, 2013*

**HOUSEHOLD INCOME BY HOUSEHOLD SIZE**

	<u>1-person</u>	<u>2-person</u>	<u>3-person</u>	<u>4-person</u>	<u>5-person</u>	<u>6-person</u>	<u>7-person</u>	<u>8-person</u>
<b>Median</b>	<b>\$37,300</b>	<b>\$42,600</b>	<b>\$47,900</b>	<b>\$53,200</b>	<b>\$57,500</b>	<b>\$61,800</b>	<b>\$66,000</b>	<b>\$70,300</b>
80% of Median	<b>29,800</b>	<b>34,050</b>	<b>38,300</b>	<b>42,550</b>	<b>46,000</b>	<b>49,400</b>	<b>52,800</b>	<b>56,200</b>
70% of Median	<b>26,150</b>	<b>29,850</b>	<b>33,550</b>	<b>37,250</b>	<b>40,250</b>	<b>43,300</b>	<b>46,200</b>	<b>49,250</b>
60% of Median	<b>22,380</b>	<b>25,560</b>	<b>28,740</b>	<b>31,920</b>	<b>34,500</b>	<b>37,080</b>	<b>39,600</b>	<b>42,180</b>
50% of Median	<b>18,650</b>	<b>21,300</b>	<b>23,950</b>	<b>26,600</b>	<b>28,750</b>	<b>30,900</b>	<b>33,000</b>	<b>35,150</b>
30% of Median	<b>11,200</b>	<b>12,800</b>	<b>14,400</b>	<b>15,950</b>	<b>17,250</b>	<b>18,550</b>	<b>19,800</b>	<b>21,100</b>

**HOME PROGRAM  
INCOME SCHEDULE  
2014**

*City of Springfield, Missouri*  
**Effective May 1, 2014**

HOUSEHOLD INCOME BY HOUSEHOLD SIZE

	<u>1-person</u>	<u>2-person</u>	<u>3-person</u>	<u>4-person</u>	<u>5-person</u>	<u>6-person</u>	<u>7-person</u>	<u>8-person</u>
<b>Median</b>	<b>\$37,600</b>	<b>\$43,000</b>	<b>\$48,400</b>	<b>\$53,700</b>	<b>\$58,000</b>	<b>\$62,300</b>	<b>\$66,600</b>	<b>\$70,900</b>
80% of Median	<b>30,100</b>	<b>34,400</b>	<b>38,700</b>	<b>42,950</b>	<b>46,400</b>	<b>49,850</b>	<b>53,300</b>	<b>56,700</b>
70% of Median	<b>26,350</b>	<b>30,100</b>	<b>33,900</b>	<b>37,600</b>	<b>40,600</b>	<b>43,650</b>	<b>46,650</b>	<b>49,650</b>
60% of Median	<b>22,560</b>	<b>25,800</b>	<b>29,040</b>	<b>32,220</b>	<b>34,800</b>	<b>37,380</b>	<b>39,960</b>	<b>42,540</b>
50% of Median	<b>18,800</b>	<b>21,500</b>	<b>24,200</b>	<b>26,850</b>	<b>29,000</b>	<b>31,150</b>	<b>33,300</b>	<b>35,450</b>
30% of Median	<b>11,300</b>	<b>12,900</b>	<b>14,500</b>	<b>16,100</b>	<b>17,400</b>	<b>18,700</b>	<b>20,000</b>	<b>21,300</b>

## **Annual Recertification Process**

1. Owners and Property Managers are required to recertify to the HAO the income of the occupants of the unit on lease expiration using the following recertification form.
2. If the occupants remain in the unit for six (6) years the property owners and managers are required to obtain new original source documentation of total gross household income. Refer to the Tenant Income Qualification tab.
3. It is recommended that your lease contain a provision that states that if the tenant should fail to provide adequate documentation of their income, they could be evicted. See Lease tab example for appropriate language to be included in the lease.

**TENANT/CERTIFICATION**

Owner/Developer: \_\_\_\_\_ Signature \_\_\_\_\_ Original Lease Date: \_\_\_\_\_ Due by: \_\_\_\_\_  
Date

Unit Address \_\_\_\_\_ Family Size \_\_\_\_\_ Recertification Income Limit \_\_\_\_\_  
(Per Schedule)

Lead Paint Notification? Yes or No (circle one) No. Bedrooms: \_\_\_\_\_

Occupants Names	Race	Age	M/F Head of Household	Income Source	Bonus/Commission/Overtime	Projected Interest from Bank Accts.

*(attach additional page if necessary)*

Rent Amount: \$ \_\_\_\_\_ Yearly Total Gross Household Income: \$ \_\_\_\_\_

Verification of: Employment \_\_\_\_\_ Soc. Security \_\_\_\_\_ DCS/TANF \_\_\_\_\_ Child Support \_\_\_\_\_ Bank \_\_\_\_\_ Other \_\_\_\_\_  
(explain)

Housing Authority Assistance? Yes or No (circle one) HAS Rent - \$ \_\_\_\_\_ Tenant - \$ \_\_\_\_\_ Energy Assistance \$ \_\_\_\_\_

Income Changes? Yes or No (circle one) Head of Household Signature: \_\_\_\_\_

Notes: \_\_\_\_\_

Median Income Schedule; City of Springfield, Missouri as Published by HUD, May, 2012								
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% of median	31,050	35,450	39,900	44,300	47,850	51,400	54,950	58,500
70% of median	27,200	30,800	35,000	38,800	42,000	45,100	48,100	51,300
60% of median	23,280	26,400	29,940	32,240	35,940	38,580	41,220	43,920
50% of median	19,400	22,200	24,950	27,700	29,950	32,150	34,350	36,600
30% of median	11,650	13,300	14,950	16,600	17,950	19,300	20,600	21,950

**(For Agency Use)** FMR - \$ \_\_\_\_\_ + Utility Allowance - \$ \_\_\_\_\_ = Total Household Rent \$ \_\_\_\_\_

In Compliance? Yes or No (circle one)

REVIEWED & APPROVED BY \_\_\_\_\_

**Marti Fewell, Housing Assistance Officer**



**LANDLORD/OWNER  
PROPERTY MANGER  
RECORD KEEPING  
REQUIRMENTS**

Reference: 24 CFR 92.508 (various sections) HOME regulations for recordkeeping

**RECORDS YOU MUST KEEP:**

<u>Type of Record</u>	<u>Retention period (in years)</u>
Tenant Application Information (all applicants)	5 from date of application
Written Denial of tenant application	5 from the denial date
Tenant Income documentation	5 from the date the tenant vacates
Copies of Leases for each tenant	5 years after termination of the lease
Eviction of tenants	5 years after tenant is evicted
Other noteworthy events	5 years after the event ends

NOTE: All records are subject to review by the City, the City auditors, HUD and the Comptroller General of the United States or their representatives. (That's a whole bunch of folks).

## AFFORDABILITY

### What is this?

A housing unit is affordable when the tenants meet the income qualifications and the rent that they are being charged is within the HUD rent limits and the property is well-maintained.

The Affordability period depends on the amount of HOME funds per unit that have been invested in the project. The City reserves the right to extend the affordability period (but not reduce it) based on negotiations and the terms of the loan(s) that were provided.

The standard affordability is:

HOME FUNDS PER UNIT	AFFORDABILITY (In Years)
Less than \$15,000 .....	5
\$15,000 to \$40,000 .....	10
Over \$40,000.....	15
New Construction any amount.....	20
Refinancing Rental .....	15

Please note that due to a recent interpretation by HUD of the way they track affordability we will **add 6 months to each of the affordability periods**. For example: We invest \$25,000 in HOME funds per unit the affordability will be 10 years and 6 months.

During that time to comply with the HUD regulations you must:

- Only rent to income-qualified households
- Affirmatively market each vacancy
- Maintain the property to acceptable conditions
- Charge no more than the Maximum rent (including utility allowances)