

Auburn Housing Authority

**Housing Choice Voucher**

**Violence Against Women's ACT  
(VAWA)**

**Emergency Transfer Plan**



Approved

**April 26, 2016**

Board Resolution

**FYE2016-033**

## **Summary**

Auburn Housing Authority (AHA) has adopted the Emergency Transfer Plan (Plan) because of its concern about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. The Plan covers all vouchers that are administered by the Housing Choice Voucher (HCV) Department to include but not limited to the following:

- Project-Based Vouchers (PBV),
- Tenant-Based Vouchers (TBV),
- Veterans Affairs Supportive Housing (VASH), and
- Enhanced Vouchers

In accordance with the Violence Against Women Act (VAWA), AHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of AHA to honor such request for tenants currently receiving rental assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether AHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This Plan identifies the following:

1. Eligibility
2. Documentation
3. Confidentiality
4. Unit Availability
5. Safety and Security

This Plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees the HCV Program is in compliance with VAWA.

### **1. Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR Part 5, Subpart L (see Attachment 1), is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit;
2. The tenant is a victim of a sexual assault, and the sexual assault occurred on the premises within the 90-day period preceding a request for an emergency transfer. A

tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan

To document domestic violence as regulated by HUD, the tenant must notify AHA's HCV Department located at 931 Booker Street, Auburn, AL 36832 and complete HUDS's Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form-50066 (see Attachment 2).

## **2. Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant must notify AHA's HCV Department and complete AHA's Emergency Transfer Request Form (see Attachment 3) which includes the following:

1. A statement expressing why the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under AHA's program; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for an emergency transfer.

The tenant will also be required to notify the landlord of their intent to vacate by completing AHA's Intent to Vacate Form (see Attachment 4) to give the landlord proper notice of the tenant's intent to vacate the unit.

AHA may request additional documentation from a tenant in accordance with the documentation policies of HUD's regulations at 24 CFR Part 5, Subpart L.

## **3. Confidentiality**

AHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives AHA written permission to release the information, or disclosure of the information is required by law or in the course of an eviction or termination proceeding. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

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#### 4. **Emergency Transfer Timing and Availability**

AHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. AHA will, however, act as quickly as possible to process the request for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. AHA will process the Request for Tenancy Addendum [(RTA) see Attachment 5], submitted by the tenant and/or potential new landlord once received. If the RTA is approved, AHA will schedule the new unit's inspection at the next available inspection date. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.

#### 5. **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. The tenant is encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Additional domestic violence resources are provided in Attachment 6.

#### **Attachments**

- Attachment 1: HUD's VAWA regulations.
  - Attachment 2: Certification of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking-HUD Form-50066
  - Attachment 3: Emergency Transfer Request Form
  - Attachment 4: Intent to Vacate Form
  - Attachment 5: Request for Tenancy Approval
  - Attachment 6: Domestic Violence Resources
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Applicants described under 24 CFR 5.1001 are required to submit electronic applications or plans for grants and other financial assistance in response to any application that HUD has placed on the [www.grants.gov/Apply](http://www.grants.gov/Apply) Web site or its successor. The HUD Assistant Secretary, General Deputy Assistant Secretary or, the individual authorized to perform duties and responsibilities of these positions, with authority over the specific program for which the waiver is sought, may in writing, waive the electronic submission requirement for an applicant on the basis of good cause.

[70 FR 77294, Dec. 29, 2005]

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## Subpart L—Protection for Victims of Domestic Violence, Dating Violence, or Stalking in Public and Section 8 Housing

SOURCE: 75 FR 66258, Oct. 27, 2010, unless otherwise noted.

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### §5.2001 Applicability.

This subpart addresses the protections for victims of domestic violence, dating violence, or stalking residing in public and Section 8 housing, as provided in the 1937 Act, as amended by the Violence Against Women Act (VAWA) (42 U.S.C. 1437f and 42 U.S.C. 1437d). This subpart applies to the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher and certificate programs under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, and 891.

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### §5.2003 Definitions.

The definitions of *1937 Act*, *PHA*, *HUD*, *household*, *responsible entity*, and *other person under the tenant's control* are defined in subpart A of this part. As used in this subpart L:

*Bifurcate* means, with respect to a public housing or a Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

*Dating violence* means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship;
  - (ii) The type of relationship; and
  - (iii) The frequency of interaction between the persons involved in the relationship.

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

*Immediate family member* means, with respect to a person:

- (1) A spouse, parent, brother, or sister, or child of that person, or an individual to whom that person stands in loco parentis;
- or
- (2) Any other person living in the household of that person and related to that person by blood or marriage.

*Stalking* means:

- (1)(i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or
- (ii) To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- (2) In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person

in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to

- (i) That person,
- (ii) A member of the immediate family of that person, or
- (iii) The spouse or intimate partner of that person.

VAWA means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

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#### §5.2005 VAWA protections.

(a) *Notice of VAWA protections.* (1) PHAs must provide notice to public housing and Section 8 tenants of their rights under VAWA and this subpart, including the right to confidentiality and the exceptions; and

(2) PHAs must provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and this subpart; and

(3) Owners and management agents of assisted housing administering an Office of Housing project-based Section 8 program must provide notice to Section 8 tenants of their rights and obligations under VAWA and this subpart.

(4) The HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking, as provided in this subpart.

(b) *Applicants.* Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission.

(c) *Tenants—(1) Domestic violence, dating violence, or stalking.* An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.

(2) *Criminal activity related to domestic violence, dating violence, or stalking.* Criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

(d) *Limitations of VAWA protections.* (1) Nothing in this section limits the authority of the PHA, owner, or management agent to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, or stalking, provided that the PHA, owner, or management agent does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;

(2) Nothing in this section may be construed to limit the authority of a PHA, owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if they meet the standards provided in paragraph (e) of this section.

(3) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section, should be utilized by a PHA, owner, or management agent only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

(e) *Actual and imminent threat.* An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual an imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

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#### §5.2007 Documenting the occurrence of domestic violence, dating violence, or stalking.

(a) *Request for documentation.* A PHA, owner, or management agent presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to domestic violence, dating violence, or stalking may request that the individual making the claim document the abuse. The request for documentation must be in writing. The PHA, owner, or management agent may require submission of documentation within 14 business days after the date that the individual received the request for documentation. However, the PHA, owner, or management agent may extend this time period at its discretion.

(b) *Forms of documentation.* The documentation required under this section:

(1) May consist of a HUD-approved certification form indicating that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification must include the name of the perpetrator, and may be based solely on the personal signed attestation of the victim; or

(2) May consist of a Federal, State, tribal, territorial, or local police report or court record; or

(3) May consist of documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; and

(4) Shall be kept confidential by the PHA, owner, or management agent. The PHA, owner, or management agent shall not:

(i) Enter the information contained in the documentation into any shared database;

(ii) Allow employees of the PHA, owner, or management agent, or those within their employ (e.g., contractors) to have access to such information unless explicitly authorized by the PHA, owner, or management agent for reasons that specifically call for these employees or those within their employ to have access to this information; and

(iii) Disclose this information to any other entity or individual, except to the extent that disclosure is:

(A) Requested or consented to by the individual making the documentation, in writing;

(B) Required for use in an eviction proceeding, or

(C) Otherwise required by applicable law.

(c) *Failure to provide documentation.* In order to deny relief for protection under VAWA, a PHA, owner, or management agent must provide the individual with a written request for documentation of the abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt of the PHA's, owner's, or management agent's written request, or such longer time as the PHA, owner, or management agent at their discretion may allow, VAWA protections do not limit the authority of the PHA, owner, or management agent to evict or terminate assistance of the tenant or a family member for violations of the lease or family obligations that otherwise would constitute good cause to evict or grounds for termination. The 14-business day window for submission of documentation does not begin until the individual receives the written request. The PHA, owner, or management agency has discretionary authority to extend the statutory 14-day period.

(d) *Discretion to provide relief.* At its discretion, a PHA, owner, or management agent may provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. A PHA's, owner's, or management agent's compliance with this section, whether based solely on the individual's verbal statements or other corroborating evidence, shall not alone be sufficient to constitute evidence of an unreasonable act or omission by a PHA, PHA employee, owner, or employee or agent of the owner. Nothing in this subparagraph shall be construed to limit liability for failure to comply with the requirements of 24 CFR part 5.

(e) *Response to conflicting certification.* In cases where the PHA, owner, or management agent receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, a PHA, owner, or management agent may determine which is the true victim by requiring third-party documentation as described in this section and in accordance with any HUD guidance as to how such determinations will be made. A PHA, owner, or management agent shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

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## **§5.2009 Remedies available to victims of domestic violence, dating violence, or stalking in HUD-assisted housing.**

(a) *Lease bifurcation.* Notwithstanding any Federal, State, or local law to the contrary, a PHA, owner, or management agent

may terminate a lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, or local law for termination of assistance or leases under the relevant public housing, Section 8 Housing Choice Voucher, and Section 8 project-based programs.

(b) *Court orders.* Nothing in this subpart may be construed to limit the authority of a PHA, owner, or management agent, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and to address the distribution of property among household members in a case where a family breaks up.

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#### **§5.2011 Effect on other laws.**

Nothing in this subpart shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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[Need assistance?](#)



**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

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**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:**

**Date Written Request Received by Victim:** \_\_\_\_\_

**Name of Victim:** \_\_\_\_\_

**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_

**Name of the Perpetrator\*:** \_\_\_\_\_

**\*Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator’s Relationship to Victim:** \_\_\_\_\_

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:** \_\_\_\_\_

**Location of Incident(s):**  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 2**

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

# ATTACHMENT 3

## Auburn Housing Authority Violence Against Women Act (VAWA) Emergency Transfer Request Form

Date of Request	
Name	
Landlord	
Property Address	
Unit Number	

An emergency transfer must be based on one of the two reasons below. Specify below by placing an "X" in the column that applies to your request and provide details to document the request.

OPTION 1	
<input type="checkbox"/>	I reasonably believe there is a threat of imminent harm from further violence if I were to remain in the same dwelling unit listed above.
Provide summary below of why you reasonably believe there is a threat of imminent harm from further violence if you were to remain in the same dwelling unit listed above.	

OPTION 2	
<input type="checkbox"/>	I was sexually assaulted and the sexual assault occurred on the premises during the 90-day period preceding this request for an emergency transfer.
Provide a summary that you were sexually assaulted and the sexual assault occurred on the premises during the 90-day period preceding this request for an emergency transfer.	

Certification	
I certify that the information stated above is correct and there is no false representation of the facts. I understand presenting false facts could cause me to be terminated from receiving housing assistance provided by the Auburn Housing Authority.	
Signature: _____	Date: _____

**ATTACHMENT 4**

Auburn Housing Authority  
931 Booker Street  
Auburn, AL 36832  
Phone (334) 821-2262 Fax (334) 821-2264

**NOTICE OF INTENT TO VACATE**

Please be advised that \_\_\_\_\_ intends to vacate the premises located at:  
TENANT NAME

\_\_\_\_\_  
ADDRESS CITY STATE ZIP

I intend to move \_\_\_\_\_  
DATE

Reason for Move: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Forwarding Address:

\_\_\_\_\_  
ADDRESS CITY STATE ZIP

Telephone: Primary # \_\_\_\_\_ Message # \_\_\_\_\_

**NOTE: Part C of HAP Contract: Tenancy Addendum**

**11. Family Move Out**

The tenant must notify the PHA and the owner before the Family moves out of the unit.

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

**This form must be signed by all parties in the presence of each other on the same date.**

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**ATTACHMENT 5**

**STOP!!!PLEASE READ Pgs. 1 and 2  
Before Continuing**

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Request for Tenancy Approval(RTA) Process

1. The RTA **must** be completed by all parties before it is returned to this office.  
**Please note Incomplete RTA's will not be accepted.**
2. **The owner of the property must provide proof of ownership and a blank copy of the potential lease.** All of the requested forms must be current, list the name of the owner, and the property on the form. Acceptable forms of documentation are:
  - Property Tax Receipt
  - Mortgage Statement
  - Insurance statementIf the owner is using a management company, a copy of the "Management Agreement" between the owner and Management Company must also be provided. Please note current proof of ownership must be submitted with each RTA even if you have submitted proof in the past.**NO Exceptions.**
3. The participant **must** turn in the Intent to Vacate Form, attached. The intent to vacate form must be filled out by the participant and the participant's current landlord. This only applies to participants who are already on the voucher program. **The RTA will not be processed if all of the items listed through 1-4 are not turned into this office together.**
4. Completed RTA packages are normally processed in **5-7 business days** from the date they are turned into this office. **Incomplete** documentation will delay this process.
5. Once the RTA is approved, the HCV Department will contact the owner to set up an inspection and notify the participant of their estimated rent share. Please do not assume your property will be inspected on the next available inspection date.

## **ATTACHMENT 5**

### **Checklist**

Documents that must be turned in  
with the RTA

1. Proof of Ownership
2. Management Agreement
3. Blank copy of lease
4. Intent to Vacate Form

### **IMPORTANT NOTICE**

The Auburn Housing Authority (AHA) does not recommend the tenant moves into the property before the unit has passed inspection. AHA will not be responsible for their share of rent until the unit has passed inspection. If the tenant moves in before the unit passes, the tenant is responsible for the rent.

We will not make any payments until the unit passes the inspection.

Once the inspection has passed and AHA has been notified the participant has moved into the unit, AHA will mail a HAP contract. This process is time sensitive.

The deadline for AHA to receive and process new HAP contracts turned into this office is the 22<sup>nd</sup> of each month. New Contracts turned in after the 22<sup>nd</sup> will not have payments processed until the second full month of occupancy.

*Example:* A HAP contract received on January 23<sup>rd</sup> will not have a check processed until March. At that time, all payments would be made in full.

If you have any questions about this process please contact the HCV Department at  
(334) 821-2262.

Thank you and we look forward to serving you.

**ATTACHMENT 5**

**Request for Tenancy Approval  
Housing Choice Voucher Program**

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

OMB Approval No. 2577-0169  
(exp. 9/30/2010)

Public reporting burden for this collection of information is estimated to average .08 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.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

<b>1. Name of Public Housing Agency (PHA)</b> Auburn Housing Authority    Phone (334) 821-2262 931 Booker Street            Fax (334) 821-2264 Auburn, AL 36832			<b>2. Address of Unit (street address, apartment number, city, State &amp; zip code)</b>  		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection

**9. Type of House/Apartment**  
 Single Family Detached     Semi-Detached / Row House     Manufactured Home     Garden / Walkup     Elevator / High-Rise

**10. If this unit is subsidized, indicate type of subsidy:**  
 Section 202     Section 221(d)(3)(BMIR)     Section 236 (Insured or noninsured)     Section 515 Rural Development  
 Home     Tax Credit  
 Other (Describe Other Subsidy, Including Any State or Local Subsidy) \_\_\_\_\_

**11. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

## ATTACHMENT 5

**12. Owner's Certifications.**

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

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

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

c. Check one of the following:

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

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

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

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

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

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

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



**ATTACHMENT 5**

*Housing Voucher Program Unit*

PROPERTY OWNER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

YEAR UNIT WAS BUILT: \_\_\_\_\_

TYPE OF UNIT: Single Family Dwelling \_\_\_\_\_  
Apartment \_\_\_\_\_ Ground level \_\_\_\_\_ Upstairs \_\_\_\_\_  
Mobile Home \_\_\_\_\_

UNIT SQUARE FOOTAGE: \_\_\_\_\_

NUMBER OF BEDROOMS: Efficiency \_\_\_\_\_ 1 BR \_\_\_\_\_ 2 BR \_\_\_\_\_ 3 BR \_\_\_\_\_ 4 BR \_\_\_\_\_ 5 BR \_\_\_\_\_

NUMBER OF BATHS: Full \_\_\_\_\_ Half \_\_\_\_\_

HANDICAP ACCESSIBILITY: Yes \_\_\_\_\_ (Please describe) No \_\_\_\_\_

LOCATION: Residential neighborhood \_\_\_\_\_ Rural \_\_\_\_\_

NEAREST SHOPPING: 1 - 3 Miles \_\_\_\_\_ 3 - 5 Miles \_\_\_\_\_ 5 - 7 Miles \_\_\_\_\_ 7+ Miles \_\_\_\_\_

**UNIT AMENITIES:**

Heat & Air: Central \_\_\_\_\_ Window Units \_\_\_\_\_ Furnace \_\_\_\_\_ Space Heaters \_\_\_\_\_ None \_\_\_\_\_  
Floor Covering: Carpet (wall to wall) \_\_\_\_\_ Other: \_\_\_\_\_  
Window Covering: Drapes \_\_\_\_\_ Blinds \_\_\_\_\_ Shades \_\_\_\_\_ None \_\_\_\_\_  
Dishwasher \_\_\_\_\_ Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_\_\_ Garbage Disposal \_\_\_\_\_  
Washing Machine \_\_\_\_\_ Clothes Dryer \_\_\_\_\_ Hook-ups Only \_\_\_\_\_ Cable TV Hookup \_\_\_\_\_

**OTHER AMENITIES:**

Central laundry \_\_\_\_\_ Playground \_\_\_\_\_ Garage \_\_\_\_\_ Private Driveway \_\_\_\_\_ On site parking \_\_\_\_\_  
Grounds maintenance \_\_\_\_\_ On site management \_\_\_\_\_ Pets Allowed \_\_\_\_\_

UTILITIES INCLUDED IN RENT: None \_\_\_\_\_ Gas \_\_\_\_\_ Electric \_\_\_\_\_  
Water \_\_\_\_\_ Sewage \_\_\_\_\_ Garbage \_\_\_\_\_

ESTIMATED UNIT RENT: \_\_\_\_\_

**ATTACHMENT 5**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**ATTACHMENT 5**

Auburn Housing Authority  
931 Booker Street  
Auburn, AL 36832  
Phone (334)821-2262 Fax (334)821-2264

**SECTION 8 LANDLORD CERTIFICATION**

Unit address: \_\_\_\_\_

**Ownership of Assisted Unit**

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

**Approved Residents of Assisted Unit**

I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

**Housing Quality Standards**

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

**Security Deposit and Tenant Rent Payments**

I understand that the amount of security deposit must be comparable to fair market practice and that the tenant's portion of the contract rent is determined by the Housing Authority, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which have not been specifically approved by the Housing Authority.

**Reporting Vacancies to the Housing Authority**

I understand that should the assisted unit become vacant, I am responsible to notify the Housing Authority immediately in writing.

**Computer Matching Consent**

I understand the Housing Assistance Payment Contract permits the Housing Authority or HUD to verify my compliance with the Contract. I consent for the Housing Authority or HUD to conduct computer matches to verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Section 8 program with other Federal and State agencies.

**Administrative and Criminal Actions for Intentional Violations**

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments contract is grounds for termination of participation in the Section 8 Program. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State Criminal law.

Landlord and/or Agent Signature	Date

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



**ATTACHMENT 5**

**Auburn Housing Authority**

**Direct Deposit Form**

Housing Choice Voucher (formerly Section 8) Program  
931 Booker Street Auburn, AL 36832  
Phone: 334-821-2262 Fax: 334-821-2264

**Ownership Information**

Property Owner Name: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

Property Owner Email Address: \_\_\_\_\_

Managing Agent of Property: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

Managing Agent Email Address: \_\_\_\_\_

Tax Identification #/SS #: \_\_\_\_\_ Tax ID/SS # Refers to: \_\_\_ Owner \_\_\_ Agent

Please note that the party receiving the monthly payment will be the party responsible for receipt of the 1099

**Banking Account Information**

<b>Bank Name:</b>		<b>Banking Information refers to:</b>  <input type="checkbox"/> Property Owner  <input type="checkbox"/> Managing Agent
<b>Bank Address:</b>		
<b>Bank Phone:</b>		
<b>Name as if appears on account:</b>		
<b>Electronic Routing #:</b>		
<b>Account #:</b>		
<b>Check only one:</b>	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	

**Complete and Attach a Voided Check (Not A Deposit Slip)**

I certify the aforementioned information is correct. I understand that future housing assistance payments will be deposited electronically into this account. I agree to notify AHA promptly should this information change.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

This Form **MUST BE Notarized** by Property Owner if Managing Agent is designated as payee

**NOTARY**

SWORN TO and SUBSCRIBED Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

**ATTACHMENT 5**

Auburn Housing Authority  
931 Booker Street  
Auburn, AL 36832  
Phone (334) 821-2262 Fax (334) 821-2264

**NOTICE OF INTENT TO VACATE**

Please be advised that \_\_\_\_\_ intends to vacate the premises located at:  
TENANT NAME

\_\_\_\_\_  
ADDRESS CITY STATE ZIP

I intend to move \_\_\_\_\_  
DATE

Reason for Move: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Forwarding Address:

\_\_\_\_\_  
ADDRESS CITY STATE ZIP

Telephone: Primary # \_\_\_\_\_ Message # \_\_\_\_\_

**NOTE: Part C of HAP Contract: Tenancy Addendum**

**11. Family Move Out**

The tenant must notify the PHA and the owner before the Family moves out of the unit.

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

**This form must be signed by all parties in the presence of each other on the same date.**

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**ATTACHMENT 5**  
**Auburn Housing Authority**

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**Pre-Inspection Checklist**

This checklist is to help the unit pass The Housing Quality Standards (HQS) inspection. Most of the items below are items that consistently fail HQS during our inspection. This checklist does not cover all possible situations incurred during an inspection. Please call (334) 821-2262 for clarification or ask during the inspection.

**General Requirements**

- Front and rear exterior exit doors must seal, lock and work properly.
- Good air tight doors and windows
- If no ventilation system, window screens must be present and in good condition.
- If window screens are present they must be intact and good condition.
- Windows designed to open must operate properly.
- All windows must have permanently attached working locks.
- Windowpanes must not be cracked or broken.
- All switches, receptacles and light fixtures must be working.
- All 3 prong electrical outlets must be grounded as required by code.
- No loose light fixtures.
- All electrical outlet covers must not be cracked or missing.
- Light fixtures must have globe covers if so designed.
- No cable lines, extension cords or gas lines that can be a tripping hazard.
- No exposed or frayed electrical wiring.
- No plumbing leaks.
- All staircases leading to living/sleeping areas must meet city code requirements.
- All walls and ceilings must be clean with no holes or large cracks.
- No loose, peeling, chipped, flaking, or cracked paint or interior or exterior surfaces.
- No evidence of roaches, mice, etc.
- Carpet and floors must be clean.
- All floors must be in finished state.
- Out buildings and garages must be in good shape and repair.
- No tripping hazards caused by permanently installed floor covering (carpet, tile and or vinyl)
- Bathrooms must have a window that opens or a powered vent fan.
- Faucets and or plumbing must not leak.

**Kitchen**

- Appliances must be in place, clean and working properly at the time of the inspection.
- All burners on the stove must be operable.
- All knobs on the stove must be intact and operable.
- The refrigerator gaskets must be sealed properly not allowing air to escape.

**ATTACHMENT 5**

**Auburn Housing Authority**

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**Pre-Inspection Checklist**

- Properties without separately metered utilities (water, gas, or electric) must be leased as all bills paid by owner for specific utility or utilities that are not separately metered.
- Handrails are required when 4 or more steps (risers) are present. This applies to interior and exterior.
- Protective railings are required when porches, balconies, and stoops are 30" or more above ground level.
- Manufactured homes must have proper tie downs devices and must be visual to the inspector.
- Empty slots in the breaker box must have covers.
- If a property was constructed prior to 1978, it may contain Lead-Based Paint. Contact Ms. Star to see if certain conditions and requirements may apply.
  
- All utilities must be on during the inspection.
- All fences and gates must be in good repair.





## ATTACHMENT 6

### Domestic Violence Resources

Lee County	
Agency	Contact Information
Domestic Violence Intervention Center	P.O. Box 2183 Opelika, AL 36803 Safe House Hotline: 334- 749-1515 or 1-800-650-6522 (24 hr. crisis line) Support Group: 334-749-1515
Child Advocacy Center:	334-705-0770
Child Care Resource Center:	1-800-238-0872
Safe Harbor Women's Center:	334-844-5123

Statewide	
Agency	Contact Information
Alabama Coalition Against Domestic Violence	1-800-650-6522
Alabama Coalition Against Domestic Rape	334-264-0123
Alabama Network of Children's Advocacy Centers	1-888-848-3468
Child Abuse Reports	334-242-9500
Child Support Services	334-242-9300
Child Protect, Inc.	334-262-1220
Victim Compensation Program	1-800-541-9388
Victim Rights Information	1-800-626-7676
Volunteer Lawyers Program	334-269-1515
Legal Services Corp of Alabama	334-832-4570