

**Clermont Metropolitan Housing Authority (CMHA)**

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

**To all Tenants and Applicants**

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

**Protections for Applicants**

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

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

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

## **Protections for Tenants**

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

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

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

## **Removing the Abuser or Perpetrator from the Household**

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

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

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

### **Moving to Another Unit**

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

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

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

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

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

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

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

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

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

### **Confidentiality**

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

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

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

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

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

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

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

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

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

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

**Other Laws**

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

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

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Cleveland HUD Field Office**.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at [www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf](http://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf).

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

For questions regarding VAWA, please contact **Tara Cox, Director of Operations**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Clermont County YWCA House of Peace, 1-800-540-4764**.

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

For help regarding sexual assault, you may contact **Clermont County YWCA House of Peace, 1-800-540-4764**.

Victims of stalking seeking help may contact **Clermont County Sheriff's Office 513-732-7500**.

**Attachment:** Certification form HUD-5382



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

**U.S. Department of Housing  
and Urban Development**

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

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

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

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

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

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

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

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

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

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

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

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

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

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

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

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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



# Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

[www.clermontmha.org](http://www.clermontmha.org)

## Clermont Metropolitan Housing Authority's Jurisdiction Clermont County, OH



# How Portability Works

## What is Portability?

**"Portability"** in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (**the initial PHA**).

*The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.*

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.



## What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

## Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.

2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.

**Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).**

*See back for more details*

*See back for more details*

# How Portability Works



## Before Porting, Things You Should Know

**Subsidy Standards:** The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

**Payment Standards:** The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

**Re-screening:** The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

**Time Management:** You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

*See front for more details*

## Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.
3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

***Any additional instructions will be provided by the receiving PHA. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.***

*See front for more details*



The Ohio Tenant-Landlord Law, effective November 4, 1974, applies to most landlord-tenant relationships and governs most rental agreements whether oral or written. This brochure is designed to help you understand your rights and responsibilities under this law. **It is not intended to provide definitive legal advice.** We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement. The law has no provisions for rent control. A landlord can still raise a tenant's rent unless the tenant is a resident of subsidized housing or has a written agreement stating the amount of rent for a certain period of time.

This brochure contains only the State Law and does not include different city ordinances which may add to local tenant-landlord legislation in those municipalities which have them.

**Check with your local court house for local laws and updates.**

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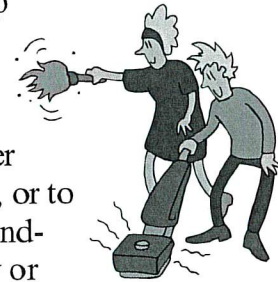
## **THE LANDLORD'S DUTIES**

The landlord must: Comply with requirement of any building, housing, health or safety codes which materially affect health and safety; Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; Keep the common area of the building safe and sanitary; Provide trash and waste receptacles, if there are four or more apartments in the building; Supply running hot water, a reasonable amount of hot water, and reasonable heat at all times; Give tenant reasonable notice of intent to enter into a tenant's apartment and enter only at reasonable times; PROVIDE THE TENANT WITH THE NAME AND ADDRESS OF LANDLORD AND AGENT, IF ANY, IN WRITING AT THE BEGINNING OF TENANCY; Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good safe working condition, when these things are supplied or required to be supplied by the landlord; Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.



## **THE TENANT'S DUTIES**

The tenant must: Keep the premises safe and sanitary; Keep premises free of trash and garbage; Use and operate all electrical and plumbing fixtures properly; Comply with the requirements imposed on tenants by applicable housing, health and safety codes; Allow the landlord or agent to enter the apartment for inspection to see what repairs are needed, or to make repairs or improvements at reasonable times, if the landlord or agent has given reasonable notice; Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises; Not act in a manner that will disturb any neighbor's peaceful enjoyment of the premises.



## **RETALIATORY EVICTION**

A landlord cannot retaliate against a tenant by increasing rent or decreasing services, or evict the tenant from the premises because: The tenant has made a complaint to the appropriate City or County Department about conditions in the apartment or rental unit which might not be in compliance with the health, housing, or fire codes, and which conditions materially affect the health and safety of the tenant, and were not caused by the tenant; The tenant makes a general complaint to the landlord about violation of tenant-rights; The tenant joins, organizes or participates in a tenant's union or resident's council.

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If the landlord is found to have retaliated for any of the above reasons, the tenant may recover actual damages and attorney fees.

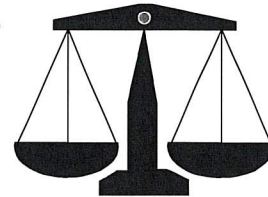
Even if the tenant claims "retaliation", the landlord may still evict the tenant if: The rent is overdue; There are code violations caused by the renter or tenant's visitor or guest; The lease or rental agreement has expired; The apartment is ordered evacuated for repairs or declared condemned to be torn down.

## **REMEDIES AGAINST RETALIATION**

If being evicted and landlord retaliation is suspected, the tenant may: Use the retaliatory action of the landlord as a defense in an eviction; Bring a civil lawsuit against the landlord when a landlord uses a self-help eviction or acts of retaliation; Sue for damages and attorney fees; Terminate the rental agreement or lease contract.

## **LEGAL ACTION BY A TENANT**

If the tenant reasonably believes that the landlord has not fulfilled his duties or that the premises have code violations affecting the health and safety of occupants, the tenant may notify the landlord about the conditions and request that they be corrected. The written notice must be sent to the person or place where the tenant usually pays rent.



If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending upon the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may: Deposit all rent with the Clerk of the Municipal or County Court having jurisdiction (there is a fee and the court will schedule a hearing with a referee); File a law suit requesting a rent reduction until the necessary repairs are made (and gain Court's permission to use withheld rent to make repairs); Terminate the lease or rental agreement.

***Note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of that fact at the time they make their rental agreement.***

## **RENT WITHHOLDING**

The law allows the tenant to legally withhold rent under certain conditions involving the court. By depositing rent with the Court, the tenant forces the landlord to take some action to recover rent money. The landlord must repair the conditions and apply to the court for an order releasing the rent. If the landlord brings legal action, the tenant has the right to defend and sue for damages, but this is not an eviction action.





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The tenant should SEEK LEGAL ASSISTANCE to file a claim for rent reduction or for use of the money for repairs.

A landlord cannot legally raise the rent, decrease his services or bring or threaten to bring an eviction action against a tenant merely because of complaints.

Any landlord whose tenant has deposited rent with the Clerk of Courts may request that the Court release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied.

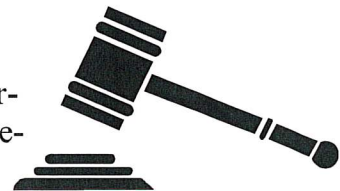
The Court also may release the rent on the grounds that: The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts; The landlord did not violate responsibilities imposed by the rental agreement or by any building, housing, health or safety codes; The tenant did not give notice correctly. The clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

During any court action the Court may release withheld rent to the landlord to pay interest and principle on a mortgage, insurance premiums, real estate taxes, repairs, and operating cost for the premises.

If the court finds that the condition about which the tenant complained in the notice was caused by the tenant and that the tenant deliberately acted in bad faith, the tenant will be liable for damages caused to the landlord and for court costs and attorney fees.

### **LEGAL ACTION BY LANDLORD**

If a tenant violates any of the tenant duties or obligations, the landlord can recover actual damages and attorney fees, terminate the rental agreement, and seek eviction or injunctive relief to gain entrance to the apartment if reasonable access was denied by the tenant.



When the tenant's activities affect the health and safety of the premises, the landlord must give 30 days to correct the problem, and may then terminate the rental agreement through the usual court eviction procedures.

### **EVICTION PROCESS**

A landlord or owner wishing to evict a tenant for breach of the rental agreement must notify the tenant to leave the premises three days or more before beginning court action. The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence.



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In most other cases, except those dealing with drugs, the landlord must give the tenant 30 days notice of termination, prior to giving the 3 day notice.

## **DRUGS IN HOUSING**

In 1990, the Landlord Tenant Act was amended. A landlord is now required to start an eviction action against a tenant if the landlord has actual knowledge or “reasonable cause to believe” that the tenant, any member of the tenant’s household or any person on the premises with the consent of the tenant is engaged in or engaged in the past in a violation of a criminal law involving controlled substances. A landlord has “reasonable cause to believe” drug activity is occurring if a valid search warrant has been issued, the controlled substance described in the search warrant was found during the search and the landlord was later informed about the situation by the police. An eviction action must be started whether or not the tenant or other person is charged with or ever convicted of a criminal offense. This provision also applies even if the other person is a delinquent child or guest of the household.



In order to evict a tenant alleged to be involved in drug activity, written notice to terminate the tenancy must be given to the tenant by the landlord. However, the landlord only needs to give the tenant a three-day notice. The landlord must still go through court proceedings before a tenant may be lawfully evicted. Again, special rules apply to drug cases in court. For instance, a continuance of the trial date is not permitted even if the landlord wants a postponement.

The amendments cover a wide variety of drugs and activities. A tenant may be evicted if the drug involved is marijuana, cocaine or some other illegal drug. There is also no distinction made between the use, possession or sale of drugs. Use, possession or sale of drugs by any household member or guest in the rental unit can result in eviction.

## **EVICTION NOTICE**

Every notice given by a landlord to recover properties or premises from a tenant shall contain language printed or written in an obvious manner as follows...

***You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.***

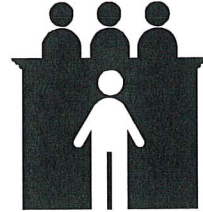
The summons in a court action will be mailed or served on the tenant. It explains the time and place of trial, and must be given to the tenant five days before the day of the court hearing.

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## **COURT SUMMONS**

Every summons or subpoena given to a tenant for court eviction action should be printed or written in the following manner...

**A complaint to evict you has been filed with the court. No person shall be evicted unless his right to possession has ended and no person shall be evicted in retaliation for the exercise of his or her lawful rights. If you are depositing rent with the clerk of this court, you shall continue to deposit such rent until the time of the court hearing. The failure to continue to deposit such rent may result in your eviction. You may request a trial by jury. You have the right to seek legal assistance. If you cannot afford a lawyer, you may contact your local legal aid or legal service office. If none is available, you may contact your local bar association.**



If the tenant has any defense to the eviction action, or any claim against the landlord, the tenant should consult with an attorney before the court hearing. There are many legal defenses to an eviction, which cannot be explained in this booklet. Also, tenants have the right to a trial by jury. The tenant may present defenses at the court hearing without filing a written answer. However, it is best to file a written answer if possible. A demand for a jury should also be in writing.

In addition to any defenses you as a tenant may have, you may counterclaim for injury and damages to you or your property caused by a breach of legal duties or obligations under the rental agreement or under the law. If you do counterclaim and the amount of the damages you are awarded on the counterclaim is equal to or greater than the amount of rent due, you cannot be evicted.

The Court may order you to pay into Court all or part of the past due and future rent. If the amount paid into Court plus damages you are awarded on your counterclaim are greater than, or equal to the fair rental value decided by the Court, you cannot be evicted.

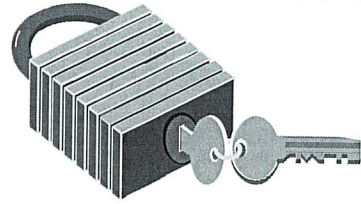
Usually if the court rule in the landlord's favor at the original hearing and the tenant is not off the property within ten days, then the court authorizes a bailiff or sheriff to remove the tenant's possessions or furnishings from the unit onto the street.

**THE TENANT SHOULD SEEK LEGAL ASSISTANCE IF A COMPLAINT, EVICTION NOTICE OR COURT SUMMONS IS RECEIVED.**

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## **LOCKOUTS & UTILITY SHUTOFFS**

The landlord may not move a tenant's furniture from the apartment, lock a tenant out or threaten any unlawful act, including utility shut-off, to force the tenant to move. The landlord can only evict after a court hearing and with a lawful court order, or the landlord risks liability to the tenant for all damages and reasonable attorney fees. Even after a legal eviction, the landlord has no right to keep the tenant's property.

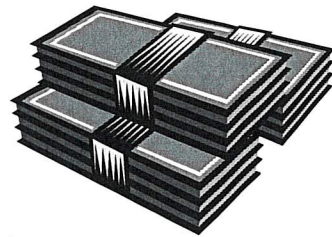


## **TENANT'S UNION**

A tenant may not be evicted or have his rent raised for joining, participating in, or organizing a tenant's organization.

## **SECURITY DEPOSIT**

At the end of a lease and within 30 days after a tenant moves out of the apartment, the landlord or agent must return the security deposit. If less than all of the money is returned, the landlord must give the tenant a written statement of how the money not returned was spent.



The security deposit may be used to pay for any damages the tenant makes to the unit and any past due rent owed to the landlord. It may not be used to pay for "reasonable wear and tear" (normal wear that happens from day-to-day use of the premises).

If the landlord does not return a tenant's security deposit within 30 days, the tenant can sue for twice the amount wrongfully withheld plus attorney fees, provided the tenant gives the landlord a forwarding address in writing, or an address to which the amount due can be sent.

If the landlord requires a security deposit in excess of fifty dollars or one month's rent (whichever is greater) and the tenant resides on the premises more than six months, the landlord must pay interest on the excess amount to the tenant at the rate of 5% per year.

## **TERMINATION OF TENANCY**

If you are a month-to-month tenant, either you or the landlord may end your tenancy by giving the other at least 30 days prior notice. If you are a week-to-week tenant, either you or your landlord may end your tenancy by giving the other at least seven days prior notice.

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January 30, 1988.....EBL  
(Revised 3/3/89, 3/1/91, 4/9/96)

Chapter 5321  
Ohio Revised Code



Distributed by:

**Housing Opportunities Made Equal**

2400 Reading Road, Suite 118

Cincinnati, OH 45202

Ph. (513) 721-4663

FAX (513) 721-1642

[www.homecincy.org](http://www.homecincy.org)

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# Housing Discrimination Complaint

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0011

Please type or print this form

Public Reporting Burden for this collection of information is estimated to average 1 hour 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.

Read this entire form and all the instructions carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the HUD State Office covering the State where the complaint arose (see list on back of form), or any local HUD Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

**This section is for HUD use only.**

Number	(Check the applicable box)	Jurisdiction	Signature of HUD personnel who established Jurisdiction
	<input type="checkbox"/> Referral & Agency (specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Filing Date	<input type="checkbox"/> Systemic	<input type="checkbox"/> Additional Info	
	<input type="checkbox"/> Military Referral		

1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr.,Mrs.,Miss,Ms.)	Home Phone	Business Phone
---	------------	----------------

Street Address (city, county, State & zip code)

2. Against Whom is this complaint being filed? (last name, first name, middle initial)	Phone Number
--	--------------

Street Address (city, county, State & zip code)

Check the applicable box or boxes which describe(s) the party named above:

Builder  Owner  Broker  Salesperson  Supt. or Manager  Bank or Other Lender  Other

If you named an individual above who appeared to be acting for a company in this case, check this box  and write the name and address of the company in this space:

Name:	Address
-------	---------

Name and identify others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? Check all that apply and give the most recent date these act(s) occurred in block No. 6a below.

Refuse to rent, sell, or deal with you  Falsely deny housing was available  Engage in blockbusting  Discriminate in broker's services

Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities  Advertise in a discriminatory way  Discriminate in financing  Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law

Other (explain)

4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check all that apply.

<input type="checkbox"/> Race or Color <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Other	<input type="checkbox"/> Religion (specify)	<input type="checkbox"/> Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Handicap <input type="checkbox"/> Physical <input type="checkbox"/> Mental	<input type="checkbox"/> Familial Status <input type="checkbox"/> Presence of children under 18 in the family <input type="checkbox"/> Pregnant female	<input type="checkbox"/> National Origin <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Other (specify)
--	---	--	---	--	---

5. What kind of house or property was involved? <input type="checkbox"/> Single-family house <input type="checkbox"/> A house or building for 2, 3, or 4 families <input type="checkbox"/> A building for 5 families or more <input type="checkbox"/> Other, including vacant land held for residential use (explain)	Did the owner live there? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Is the house or property <input type="checkbox"/> Being sold? <input type="checkbox"/> Being rented?	What is the address of the house or property? (street, city, county, State & zip code)
---	--	--	---

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment. <b>Note:</b> HUD will furnish a copy of the complaint to the person or organization against whom the complaint is made.	6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved)
---	---

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.	Signature & Date
--	------------------



## Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

[www.clermontmha.org](http://www.clermontmha.org)

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# **2021 Payment Standards** **Effective 1/1/21**

0 Bedroom = \$ 604 = Rent & Utilities

1 Bedroom = \$ 698 = Rent & Utilities

2 Bedroom = \$ 916 = Rent & Utilities

3 Bedroom = \$1,244 = Rent & Utilities

4 Bedroom = \$1,425 = Rent & Utilities

5 Bedroom = \$1,638 = Rent & Utilities

6 Bedroom = \$1,852 = Rent & Utilities

7 Bedroom = \$2,066 = Rent & Utilities

These Payment Standards will be implemented at a family's initial transfer to a new unit or at the family's annual recertification on or after 1/1/21.



**U.S. Department of HUD  
 Allowances for Tenant Furnished  
 Utilities and Appliances  
 Effective 1/1/21**

Utilities are Determined by Using the *Lower Of* the Voucher Size or Unit Size

Bedroom Sizes	1	2	3	4
<b>Space Heating</b>				
<b>Single Family Unit (one unit under one roof)</b>				
Gas	21	28	35	44
Propane/Fuel Oil	59	79	98	121
Electric Forced Air (Duke)	53	69	85	106
Electric Heat Pump (Duke)	26	34	42	53
Electric Baseboard (Duke)	54	69	85	108
Electric Forced Air (Bethel)	46	61	75	93
Electric Heat Pump (Bethel)	23	30	37	46
Electric Baseboard (Bethel)	47	61	74	95
<b>Semi-Detached (Duplex, attached on one side) OR RowHouse/Townhouse (attached on both sides)</b>				
Gas	16	21	26	32
Propane/Fuel Oil	47	59	67	81
Electric Forced Air (Duke)	44	58	71	89
Electric Heat Pump (Duke)	22	29	35	44
Electric Baseboard (Duke)	54	69	85	108
Electric Forced Air (Bethel)	38	51	63	78
Electric Heat Pump (Bethel)	19	25	31	39
Electric Baseboard (Bethel)	47	61	74	95
<b>Low-Rise (4 stories or fewer) Apartment Building</b>				
Gas	12	15	17	21
Propane/Fuel Oil	35	40	47	56
Electric Forced Air (Duke)	35	46	58	72
Electric Heat Pump (Duke)	17	23	29	36
Electric Baseboard (Duke)	54	69	85	108
Electric Forced Air (Bethel)	30	40	51	63
Electric Heat Pump (Bethel)	15	20	25	31
Electric Baseboard (Bethel)	47	61	74	95
<b>Manufactured Home (Mobile Home)</b>				
Gas	23	25	28	31
Propane/Fuel Oil	63	70	77	88
Electric Forced Air (Duke)	60	68	76	88
Electric Heat Pump (Duke)	30	34	38	44
Electric Baseboard (Duke)	54	69	85	108
Electric Forced Air (Bethel)	53	60	67	78
Electric Heat Pump (Bethel)	26	30	33	39
Electric Baseboard (Bethel)	47	61	74	95





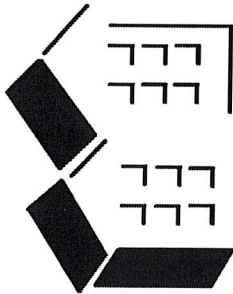
**U.S. Department of HUD  
 Allowances for Tenant Furnished  
 Utilities and Other Services  
 Effective 1/1/21**

Utilities are Determined by Using the *Lower Of* the Voucher Size or Unit Size

Bedroom Sizes	1	2	3	4
<b><i>Cooking</i></b>				
Gas	3	4	5	7
Propane	12	14	17	19
Electric (Duke)	21	28	35	44
Electric (Bethel)	19	25	31	38
<b><i>Water Heating</i></b>				
Gas	8	11	14	17
Propane	17	22	28	33
Electric (Duke)	21	28	35	44
Electric (Bethel)	19	25	31	38
<b><i>Other Electric</i></b>				
Other Electric (Duke)	25	35	42	51
Other Electric (Bethel)	22	29	36	45
The following monthly allowance is to be included if tenant pays for the following services:				
<b><i>Water</i></b>	24	32	42	50
<b><i>Sewage</i></b>	25	33	43	51
<b><i>Trash</i></b>	17	17	17	17
The following monthly allowance is to be included only if tenant provides appliance:				
<b><i>Range</i></b>	11	11	11	11
<b><i>Refrigerator</i></b>	14	14	14	14



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



**RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT**

## ***What You Should Know About EIV***

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

#### **What is EIV?**

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

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

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

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

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

#### **What is the EIV information used for?**

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

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

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

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

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

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

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

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

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

#### **What are my responsibilities?**

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

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

**What are the penalties for providing false information?**

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

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

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

**Protect yourself by following HUD reporting requirements.** When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

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

**What do I do if the EIV information is incorrect?**

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

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

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

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

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

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

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

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

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

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/dh/programs/sh/ripiiv.cfm>.

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

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

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

Signature

Date



# APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...  
IS FRAUD WORTH IT?**

## Do You Realize...

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

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

## Do You Know...

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

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

## So Be Careful!

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

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

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

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

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

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

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

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

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

## Ask Questions

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

## Watch Out for Housing Assistance Scams!

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

## Report Fraud

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



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410



## Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

[www.clermontmha.org](http://www.clermontmha.org)

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### CLERMONT METROPOLITAN HOUSING AUTHORITY (CMHA) STATEMENT OF FAMILY OBLIGATIONS

The following statements are a partial listing of a participant's obligations under the HCV program:

- The family **must** supply any information that CMHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family **must** supply any information requested by CMHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family **must** disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family **must** be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- The family **must** allow CMHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of the HCV Administrative Plan.
- The family **must not** commit any serious or repeated violation of the lease.
- The family **must** notify CMHA and the owner in writing before moving out of the unit or terminating the lease. A proper 30-day notice is required unless a mutual termination form is signed by the owner and the family after the lease is exhausted.
- The family **must** promptly give CMHA a copy of any owner eviction notice.
- The family **must** use the assisted unit for residence by the family. The unit **must** be the family's only residence.
- Families are required to report to CMHA all changes in household composition or income **within 30 calendar days** of the occurrence. These changes **must** be submitted in writing with appropriate verification.
- The composition of the assisted family residing in the unit **must** be approved by CMHA. The family **must** notify CMHA of the birth, adoption, or court-awarded custody of a child. Other than these additions, the family **must** obtain CMHA's approval prior to allowing any other person to move into the subsidized unit.
- The family **must** promptly notify CMHA in writing if any family member no longer lives in the unit.
- After CMHA has given approval, a foster child or a live-in aide may reside in the unit. CMHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when CMHA consent may be given or denied. Policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides are further clarified in Chapter 3, HCV Administrative Plan.
- The family **must not** sublease the unit, assign the lease, or transfer the unit.

- The family **must** supply any information requested by CMHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family **must** promptly notify CMHA when the family is absent from the unit.
- The family **must** pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease (Form HUD-52646, Voucher).
- The family **must not** own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members **must not** commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (Chapter 14, Program Integrity HCV Administrative Plan).
- Family members **must not** engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. (Chapter 12, HCV Administrative Plan)
- Members of the household **must not** engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. (Chapter 12, HCV Administrative Plan)
- An assisted family or member of the family **must not** receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state, or local housing assistance program.
- A family **must not** receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother **of any member of the family**, unless CMHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. (Form HUD-52646, Voucher)
- Visitor Policy. Any adult or child who has been in the unit more than 14 consecutive days or a total of 30 days in a 12-month period, *without CMHA approval*, will be considered as an unauthorized household member.
- A family **must** report any unsafe housing conditions to the HCV Program if the Owner fails to do repairs in a timely manner.

By signing below, I acknowledge that I understand all of the listed family obligations. Further, I understand that **any** failure by **any** family member to abide by these obligations may result in a termination of assistance for the entire household.

*All household members 18 years of age and older **must** sign that they understand these obligations.*

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Head/Spouse Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_