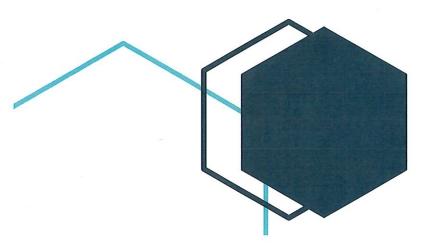


OWNER INFORMATION BOOKLET

Tennessee Valley Regional Housing Authority

Corinth Office 1210 Proper Street Corinth MS, 38834 P: 662-286-8437/ F: 662-287-1996 Saltillo Office 122 Pinewood Street Saltillo MS, 38866 P: 662-869-5751/ F: 662-869-1549



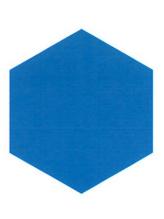




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WHO ARE WE?

Tennessee Valley Regional Housing Authority (TVRHA) administers the Housing Choice Voucher Program (HCV) for the counties of Alcorn, Chickasaw, Itawamba, Lee, Monroe, Pontotoc, Prentiss, Tippah, Tishomingo, and Union in Mississippi. The program is funded and regulated by the U.S. Department of Housing and Urban Development (HUD).

TVRHA VISION AND MISSION

To create strong sustainable, inclusive communities and quality affordable housing for all. To strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes: utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination.

WHAT IS THE HOUSING CHOICE VOUCHER (HCV) PROGRAM?

The Housing Choice Voucher (HCV) Program is a rental subsidy program funded by HUD to local Public Housing agencies (PHA's) to assist eligible families in renting decent, safe and sanitary housing in the private rental housing market. Unlike Public Housing and Multi-Family (PHA owned developments), the HCV Program is tenant based and not development based. What this means is that assistance is "attached" to the family and not a particular development or unit thereby giving the family the freedom to choose where they want to live.

The HCV Program creates a three-way partnership between the local Housing Authority, the participating family and the owner/landlord of the private rental unit.

Relationships and Responsibilities

- · Accepts application
- · Determines eligibility
- · Issues Voucher
- · Conducts family briefings
- · Recertifies families
- Offers and conducts informal hearings

TVRHA

- · Recruits owners
- · Evaluates units and leases
- · Makes payment to owner
- · Reinspects units

VOUCHER

HAP Contract

Family

LEASE

Owner

- · Pays rent
- · Complies with lease
- ·Takes care of unit
- · Cooperates with TVRHA and owner
- · Gives proper notice

- · Screens families
- · Maintains unit
- · Makes timely repairs
- · Enforces lease

Eligibility for program participants is determined by family composition, income, criminal history, past participation in federally subsidized programs and monies owed to TVRHA or other federally subsidized programs. The allowable household income is established by the Department of Housing and Urban Development (HUD). Participants can choose the type of housing they wish to rent. Each unit must pass an NSPIRE Standards inspection to ensure that the unit is a safe and decent place to live. Approximately 1,645 households in the 10-county jurisdiction are served by the HCV program.

The HCV program allows a participant to pay approximately 30% of their monthly adjusted income for rent. TVRHA pays the remaining portion of the TVRHA approved contract rent directly to the owner. The participant's portion of the rent may not exceed 40% of their monthly adjusted income. The family may choose to move with continued assistance anywhere in the nation after the initial year of occupancy.

OWNER BENEFITS

"So, what's in it for me?" You may ask.

- As an owner, you get the rental subsidy directly from TVRHA each month, regardless of changes in family income.
- You control who you rent your units to by screening applicants who have vouchers in the same way that you screen all your applicants.
- You may request annual reasonable rent increases.
- TVRHA inspects your unit at least once annually to ensure it is compliant with NSPIRE Standards prescribed by HUD.
- You could help the elderly, the disabled, families with low incomes and single parent families by providing affordable housing.

The following minimum information is required in the listing your unit with TVRHA:

- Unit Address
- Bedroom Size
- Monthly rent amount
- Who to contact and how
- Who is responsible for paying utilities

HOW DOES THE HOUSING CHOICE VOUCHER PROGRAM WORK?

Step 1: Application

- The family applies to be placed on TVRHA's "Waiting List"
- Families are called off the waiting list as funding becomes available. The order in which families are called from the waiting list is based on several factors including time/date of application and any preferences TVRHA may have.
- TVRHA must then determine family eligibility. o An applicant must be a "family"
 - A single person, who may be an elderly person, displaced person, disabled person
 - 2) Non-elderly, non-disabled single person 3) A group of persons residing together
 - An applicant's gross income must be within the appropriate Income Limits o An applicant must furnish an acceptable Social Security document that
 - contains the Social Security numbers (SSN) for all family members An applicant must furnish declaration of citizenship and eligibility immigrants status
 - Lifetime sex offenders are prohibited from admission to HUD-subsidized housing
 - The family will be screened for any previous drug related or violent criminal activity
 - An applicant must not have violated any family obligation during previous participation in the HCV Program for 5 years prior to the final eligibility determination
 - No family member may have been evicted from Public Housing/ Multi-Family for any reason during the last 5 years prior to final eligibility determination
- TVRHA issues the eligible applicant a HCV and explains program rules and regulations to the family through a Briefing Session. This entitles the family to begin their search for a rental unit of the appropriate size as determined by TVRHA.
- · The voucher is issued and is valid for a period of 60 days.

Step 2: Lease-up Steps

- When the family has found a housing unit that is satisfactory to them, they must negotiate a residential lease agreement with the owner. To do this the owner must first agree to participate in the HCV Program.
- The owner screens and approves the family for their unit.
- If the owner agrees to participate in the program and to lease their unit, the owner and family should conduct a joint inspection of the unit to determine its current condition.
- The owner and tenant complete the Request for Tenancy Approval. This document triggers an inspection of the rental unit by TVRHA. Once the unit is inspected the owner will be notified of a proposed rent amount that TVRHA feels is reasonable. The maximum reasonable rent is based on the size, age, location, construction, and amenities of the rental unit.
- TVRHA will verify that the requested rent is affordable for the family and the amount does not cause the family's portion to exceed 40% of their adjusted monthly income.
- If the unit fails, the inspection the owner/landlord must correct the defect(s). **TVRHA** cannot start rent payments until a unit has passed inspection.
- The Residential Lease agreement will be executed effective the date the unit passed inspection, and all paperwork is completed by the owner and family.
- Payment of the family's portion of rent will begin on the effective date of the contract and lease, which will be sent directly to the owner. The owner is responsible for attaching the HUD Tenancy Addendum to their standard lease agreement for each assisted tenant.
- Both the owner and family are obligated to comply with the terms and conditions of the lease and the HAP Contract and the rule and regulations of the program in exchange for monthly rental payments.
- Ongoing Activities the family must comply with family obligations which include reporting changes in household composition, income, assets, childcare etc. during the term of the lease.

Step 3: Annual Re-certification Process

At one hundred twenty (120) days prior to the annual recertification, the assisted unit will be inspected. At ninety (90) days prior to the annual recertification the family must meet with TVRHA to conduct an annual recertification of their income.

- If the family moves at the end of the initial year of occupancy, they must provide written thirty (30) day notice to the owner and TVRHA.
- Once the inspection is completed the owner must make any repairs to the unit within thirty
 (30) days. If the repairs are not made within 30 days, the owner loses the daily amount of
 assistance until the unit passes inspection. If the unit does not pass inspection within
 sixty (60) days of the inspection date, the unit will be terminated from the program and the
 family will be allowed to move with continued assistance.

SPECIAL NOTICE

Effective June 17, 1998, HUD published a Final Rule with regards to the HCV Program; Restrictions on Leasing to Relatives, making it illegal for a HCV participant to rent or lease a unit from someone who is related to them, i.e. parent, child, grandparent, grandchild, sister or brother.

The Final Rule limits the circumstances under which an owner may lease a unit with HCV assistance to a relative. It permits such leasing ONLY if TVRHA determines that the leasing will accommodate a person with disability. The policy applies to all new admissions and those who are moving with continued assistance

FAIR HOUSING INFORMATION

Under the Fair Housing Act, it is against the law to refuse to rent or sell housing to an applicant or tenant, tell an applicant for housing, show apartments or homes only in certain neighborhoods or, provide different housing services or facilities on the basis of race, color, religion, sex, national origin, familial status, or disability.

Under the Fair Housing Act, it is also against the law to advertise housing to preferred groups of people only, refuse to permit or make certain modifications or accommodations for persons with a mental or physical disability, or harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights.

Fair Housing Brochure:

https://www.hud.gov/sites/documents/FHEO_BOOKLET_ENG.PD E

PIH Notice 2010-26 Non-Discrimination and Accessibility for Persons with Disabilities: https://www.hud.gov/sites/documents/DOC_8993.PDF

HAP CONTRACT EXPLANATION

The HAP Contract is a legal agreement, as required by HUD, which defines the relationship between TVRHA and the owner in providing rent assistance. The HAP Contract includes the obligations of the owner for program participation in the HCV Program. The HAP contract must be in the form prescribed by HUD. Under the HAP Contract, TVRHA agrees to make HAP payments to the owner on behalf of a specific family leasing a specific unit. TVRHA uses its payment standard schedule to calculate the monthly HAP payment to the owner.

Upon approval of the assisted tenancy, the owner and TVRHA can execute the HAP contract. HAP payments will be paid monthly directly from TVRHA to the owner. The owner's right to receive housing assistance payments depends on compliance with all the provisions of the HAP contract. The owner's endorsement of the HAP check signifies that the owner has agreed to and comply with the terms of the HAP contract. The owner is not entitled if the family moves out or if there is a change in ownership of the property.

Contents of the HAP Contract

Form HUD-52641 is the HAP Contract for the HCV program. HUD requires PHAs to use this form, and it cannot be modified. The HAP contract contains three parts:

- Part A, Contract Information, contains specific information regarding the unit and tenant receiving the rental assistance. Part A also specifies the utility responsibilities.
- Part B, Body of Contract, is the program requirements between TVRHA and the owner.
- Part C, Tenancy Addendum, is to be attached to the lease. The Tenancy Addendum states the responsibilities between the tenant and the owner.

DETERMINING THE FAMILY'S SHARE OF RENT

The family's portion of the rent is based on 30% of the family's adjusted income as determined via third party verification.

HCV regulations state that when a family initially leases a rental unit the family's share **MAY NOT** exceed 40% of the family's monthly adjusted income.

THEREFORE, FAMILIES ENTERING THE HCV PROGRAM, OR RELOCATING TO ANOTHER UNIT WHILE UNDER THE PROGRAM, CANNOT PAY MORE THAN 40% OF THEIR CURRENT MONTHLY ADJUSTED INCOME FOR THEIR PORTION OF THE CONTRACT RENT.

If the family's portion of the contract rent is greater than the 40% of their monthly adjusted income, one of the following must occur, in order for the family to be able to lease the unit:

- 1.) The owner agrees to lower the contract rent in order to make the rental unit affordable for the family.
- 2.) The family tries to find income from another source to make the unit affordable to rent.
- 3.) Both parties agree to take the actions described above and they must meet in the middle.
- 4.) None of the above occurs and the family must find another unit to rent.

THE RESIDENTIAL LEASE AGREEMENT

The Residential Lease Agreement (lease) is between the owner and the tenant and must comply with State law. The HUD Tenancy Addendum must be executed/signed and attached to the owner's standard lease agreement. The lease must contain language that is consistent with the HAP Contract regarding the owners' responsibility and obligation to evict a family for violent criminal or drug activity. If there is any conflict between the tenancy addendum and lease, the tenancy addendum shall have control.

The leases are to be filled out in their entirety except for the Lease Dates and Contract Rent amount. Neither the dates nor the rent amount may be established until the unit has been inspected, approved, and TVRHA and the owner have agreed upon the maximum reasonable rent to be charged.

Any alterations to the lease, such as 'marking through or white out,' are not acceptable and will be returned for completion as required.

TVRHA will not accept leases that stipulate the family is financially responsible for all or any part of regular maintenance. Any reference to maintenance cost must be

specifically defined between those that are determined to be tenant caused and those that fall under the owner's responsibility.

The lease agreement must specify who is paying for each utility. The tenant will be entitled to a utility allowance to help offset the cost of utilities. The utility allowance will be deducted from the family's portion of the monthly rent.

What must be included in the lease?

The lease must contain the following items:

- The name of the owner and names of all household members who will be residing in the rental unit. The Head of the Household must be age 21 or older to have legal capacity to enter a lease.
- If the property is going to be managed by someone other than the owner, a copy of the management agreement is required. The HAP payment will be sent to the owner, unless proper documentation is submitted by the owner, designating that the payment be sent to the property.
- The requested contract rent amount, security deposit collected, the address of the rental unit including an apartment number, the utilities and appliances (stove/refrigerator) that are supplied by the owner and the tenant.
- The term of the lease must be for an initial 12 months and begin at the same time as the HAP Contract. Renewal terms must be established specifying what happens after the initial 12 months. Example: The lease continues as a month-to-month or year-to-year renewable term.
- The only fees the owner may charge the family are late fees for non-payment of rent. All other services must be included in the contract rent and the family may not be billed for any additional amounts.
- All rules, regulations or special provisions
- The lease must be signed by both the owner and all household members who will be residing in the rental unit over the age of 21.

Who enforces the lease?

The lease is between the owner and the tenant, so the owner enforces the lease.

Can an owner collect a security deposit?

Yes. An owner may collect a security deposit from the tenant.

Can the owner charge late fees?

Yes. However, this provision must be included in the owner lease and must be charged to all tenants, assisted and unassisted.

Can additional members be added to the household and lease?

Yes. Additional members may be added with prior written approval from the owner **and TVRHA**. The owner has the right to screen additional adults in the same way the original tenants were screened. If the family breaks up, TVRHA will determine which members of the family will continue to receive assistance.

When can the rent be increased?

After the first year of the lease, the owner/landlord is required to give the tenant and TVRHA **60 days'** notice for a rent increase. A copy of the notice must be received by TVRHA. **Under no circumstances can a rent increase be allowed if the increase exceeds the rent reasonable determination as required by HUD** (see page 16 for more information on Rent Reasonableness).

What if the tenant wants a pet?

The pet arrangement is between the tenant and the owner. TVRHA is not involved in the arrangement, unless there is an additional charge for the pet. If there is an additional deposit for the pet, the owner must put this in the lease.

How may the owner terminate the lease?

The owner must notify TVRHA in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the tenant under state or local law.

During the initial term of the lease, the owner may not terminate the tenancy except on the following grounds by court action:

- Serious or repeated violation of the terms and conditions of the lease.
- Violation of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the contract unit and the premises.
- Criminal activity.
- Other good cause. During the first year of the lease, the owner may not terminate the tenancy for "other good cause" unless it is because of something the family did or failed to do.

The tenant is not responsible for the rent covered by the HAP between the owner and TVRHA. The owner may not terminate the tenancy due to TVRHA abatement of the owner's HAP.

RENT

How much contract rent can an owner charge?

The contract rent charged by the owner cannot be more than contract rents charged for unassisted tenants and must be at market value. Market value is the amount of rent that would be charged if a unit is rented to a tenant without federal assistance.

Under the HCV regulations, TVRHA must ensure the contract rent requested by the owner is reasonable as described below.

RENT REASONABLENESS

TVRHA uses the following criteria to determine if the contract rent requested is reasonable:

 Contract rent based on year built, number of bedrooms, and type of unit (apt, duplex or house)

Amenities can add or deduct to the value of the contract rent, examples listed:

* Location * Cable * Dishwasher, Disposal * Additional bedroom * Washer/Dryer Hookups * Fireplace/Fitness * Bathrooms * AC * Condition of Unit * Unit Size * Range/ Refrigerator * Central HVAC * Patio * Carport/garage * Window treatment

When TVRHA receives a RFTA, the dollar amount of the proposed rent is reviewed to determine that:

- The rent does not exceed rents charged by the owner for comparable unassisted units;
 and
- 2. The rent is reasonable in relation to rents charged by other owners for comparable units in the same locality.

REQUEST FOR REASONABLE ACCOMMODATIONS/REASONABLE MODIFICATIONS

Persons with disabilities may request reasonable accommodations to fully utilize the HCV Program. A reasonable accommodation is an exception or change in any policy or practice of TVRHA.

A reasonable modification is a modification to the rental unit that would allow the tenant greater access to rental housing. Example: installing a ramp or handrail to allow greater access for tenants with a mobility disability.

To assist those requesting reasonable accommodations, TVRHA will be as flexible as is reasonably possible. All requests for reasonable accommodations will be verified. Some of the reasonable accommodations offered include but are not limited to:

- Assisted Listening Devices
 TDD or TDY devices
- · The use of an interpreter or advocate

If, while trying to find suitable housing, a family believes that they have been discriminated against because of race, color, religion, sex, national origin, age, familial status, or disability, they may file a complaint with HUD Regional Office. TVRHA cannot process a discrimination complaint but can provide the necessary contact information.

OWNERS RESPONSIBILITIES

The owner is responsible for:

- Performing all management and rental functions for the assisted unit and deciding if the family is suitable for tenancy of the unit.
- Maintaining the unit in accordance with NSPIRE.
- Complying with equal opportunity requirements.
- Preparing and furnishing TVRHA information required under the HAP Contract.
- Collecting any security deposit from the family.
- Collecting the portion of the rent that the tenant owes to the owner that is not covered by the Housing Assistance Payment (HAP).
- Tenant screening and selection is the responsibility of the owner or manager. Owners
 need to screen potential tenants receiving rent assistance the same way they screen
 potential tenants without assistance. Screening tenants can save money.
- TVRHA's role is to determine if a tenant is eligible for the rental assistance program **only**.

DIRECT DEPOSIT

TVRHA recommends all (HCV) owners that enter a new HAP Contract to sign-up for Direct Deposit. This ensures payment is received from TVRHA in a timely manner, electronically into the owner's account.

The Internal Revenue Service (IRS) requires that property owners provide TVRHA with their **Taxpayer Identification Number or Social Security Number (W-9 form)** and a signed certification of accuracy. Owners must complete the W-9 Form provided and submit it to the Inspections department. TVRHA cannot process contracts for payment without a completed form. At the end of each year, TVRHA completes a 1099 and submits it to the IRS with a copy to each owner.

Warranty Deed

Owners must submit a copy of the Warranty Deed to show proof that they are in fact the owner of the property to be placed on the HCV program. This documentation must be submitted prior to the execution of the HAP Contract.

How to register as a new owner on the owner portal

Step 1: Go to our website Tennessee Valley Regional Housing Authority

www.tvrha.com

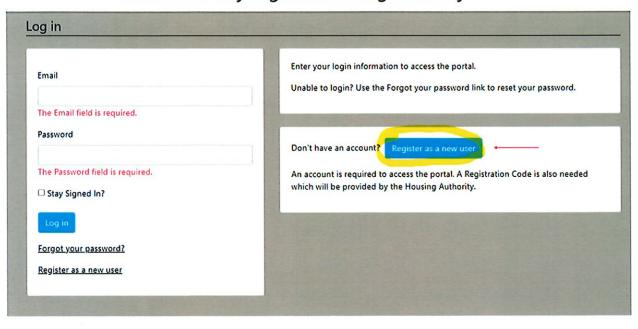
Step 2: Click on Owner Portal





Step 3: Click Register as a New User

Tennessee Valley Regional Housing Authority

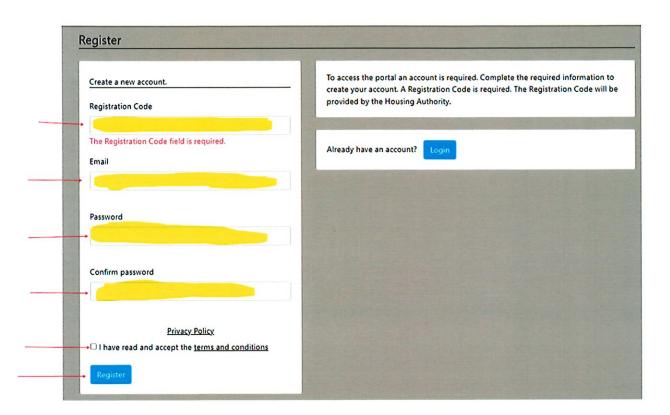


Step 4: Contact Jennifer Battaglia (JB) for a registration code.

Email: Jennifer.battaglia@tvrha.com

Once the registration code is emailed to you, put the registration code in the box provided. Input your email address in the second box. In the third, please create a password. Repeat the same password in the fourth box. Accept the terms and conditions by clicking the small box underneath the password. Hit register.

Tennessee Valley Regional Housing Authority



This should complete your process for registering in TVRHA's owner's portal.

INSPECTION TYPES

Inspections are required by HUD to ensure all units in the HCV Program meet the federal inspection standards called NSPIRE. HUD regulations require that the housing units under the HCV Programs be maintained in accordance with the NSPIRE Standards.

The NSPIRE mission is to provide safe and habitable dwellings that are functionally adequate and free of health and safety hazards.

NSPIRE inspections are required both at the initial and during the term of the lease. Newly leased units must pass the NSPIRE inspection before the beginning date of the assisted lease and the HAP contract.

NSPIRE inspections apply to:

The "outside" (exterior)
The "inside" (common areas)
The "unit" (where the tenant lives).

There are four levels of defects: Low, Moderate, Severe, & Life Threatening.

Timeframes and definitions for defects at each deficiency level:

Low- N/A. Deficiencies critical to habitability but not presenting a substantive health or safety risk to residents.

Moderate- 30 Days. The Moderate Health and Safety category includes deficiencies that, if evident in the home or on the property, present a moderate risk of an adverse medical event requiring a healthcare visit; cause temporary harm; or if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects; or that the physical security or safety of a resident or their property could be compromised.

Severe- 30 Days. The Severe category includes deficiencies that, if evident in the home or on the property, present a high risk of permanent disability, or serious injury or illness, to a resident; or the physical security or safety of a resident or their property would be seriously compromised.

Life Threatening- 24-Hour. The Life-Threatening category includes deficiencies that, if evident in the home or on the property, present a high risk of death to a resident.

For your convenience, an NSPIRE HCV/PBV Inspection Checklist & Affirmative Habitability Requirements included in this packet.

For the full NSPIRE Standard, go to:

https://www.hud.gov/program_offices/public_indian_housing/reac/nspire

The types of inspection conducted by TVRHA are as follows:

- Initial/Move in: Conducted upon receipt of the RTA. If NSPIRE deficiencies are identified during an initial inspection, the owner will be notified by mail/email of the required corrective action needed for the unit to pass inspection. The defects should be repaired and re-inspected within thirty (30) days. No rental assistance can begin until the unit passes inspection and is re-inspected for compliance with NSPIRE.
- Annual: Each unit under HAP contract must be inspected within 12 months of the last full NSPIRE inspection. Inspections are conducted to determine if a unit continues to meet NSPIRE. Any defects that are the owner's responsibility need to be corrected by the owner. Tenant defects need to be corrected by the tenant. Owners and tenants will be notified by mail/email of any defects and allowed thirty (30) days or less to complete repairs. If the inspection determines "Life Threatening" items exist, a 24-hour period will be given to make the necessary repairs. "Life Threatening" items are any item that endangers the family's health or safety. After defects are corrected, reinspection of the unit must be scheduled.

If the tenant fails to complete their repairs within the specified timeframe, it may result in termination of their HCV assistance. Owner repairs must be completed and re-inspected by the stated deadline, or the HAP will be abated for each day the unit is not in NSPIRE compliance beyond the stated deadline. TVRHA may terminate Program Participation if a family fails to maintain NSPIRE Standards or terminate the HAP if the owner fails to maintain NSPIRE Standards.

- Special/ Complaint: Special/Complaint inspections are performed because of a complaint from family, an owner, a community organization, or other sources. TVRHA may also initiate a special/complaint inspection at any time if it is perceived the unit is not in compliance with NSPIRE. Tenants requesting a special inspection are required to first notify the owner in writing of complaints and allow a reasonable time for the owner to respond. A lack of owner response to the complaint will prompt a special inspection. Results of special inspections will be followed up using the same procedure as outlined for an annual inspection. Compliant inspection deficiencies between annual inspections must be corrected within 14 days.
- Quality Control (QC): HUD mandates random, periodic, QC inspections of 5% of the units on the program.

If you have any questions, contact the Inspections Department at 662-286-8437 extension 104 or fax at 662-287-1996.

	NSPIRE HCV/PBV INSPECTION CHECKLIST	IECKLIS	Ę.		
PHA:		Address of Unit:	· Unit:		
Family Identifier:		Owner:			
Any children under	Any children under 6 reside or expected to reside in the unit? (Y/N):	Owner Contact Information:	ntact Info	rmation:	
Inspector:		Housing Type:	/be:		
Date of Inspection:		Year Constructed:	:ructed:		
Type of Inspection:		Number of Bedrooms:	f Bedroon	JS:	
Summary Decision	Summary Decision on Unit (Pass/Fail):	Health & Safety Designation	ety Designa		Correction Timeframe (P/F)
		11		-	Life-Threatening - 24 Hours (Fail)
31		s			Severe - 30 Days (Fail)
NSPIRE Standards	*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule NSPIRE Standards Mark all that annly:	∑ _			Moderate - 30 Days (Fall) Low - N/A (Pass)
Standard	Deficiency Description	Unit	Inside	Dutside	Outside Inspector Comments
Address and Signage	Address and Signage Address, signage, or building identification codes are broken, illegible, or not visible.			Σ	
	Only 1 bathtub or shower is present and it is inoperable or does not drain.	s			
	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.	Σ	l		
Bathtub and Shower	Bathtub component or shower component is damaged, inoperable, or missing such that it may limit the resident's ability to maintain personal hygiene.	Σ	1		
	Bathtub component or shower component is damaged, inoperable, or missing and it does not limit the resident's ability to maintain personal hygiene.	- I			
	Bathtub or shower cannot be used in private.*	□ ¥	Ω	The second second	
	Food storage space is not present.*	□w*			
Cabinet and Storage	Storage component is damaged, inoperable, or missing.	Σ	r 🗆		
Call-Eag-Aid System	System is blocked, or pull cord is higher than 6 Inches off the floor.	_ _ _	LT 🗆		
Call-rol-Aid system	System does not function properly.	_ _ 5			
	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.*	-t-			
Carbon Monoxide	Carbon monoxide alarm is obstructed.	_ _ 5	1		
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	_ _ _	10		
	Ceiling has an unstable surface.	Σ	Σ		
Ceiling	Ceiling has a hole.	Σ	Σ		
	Ceiling component(s) is not functionally adequate.	os 🗆	S		
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	<u>-</u>	u-	<u>ا</u>	
	Chimney exhibits signs of structural failure.			נדם	
	Electric dryer transition duct is detached or missing.	u-	пП		
	Gas dryer transition duct is detached or missing.	_ <u>-</u>	_ _ 5		
Clother Dryor Exhaust	Electric dryer exhaust ventilation system has restricted airflow.	LT	LT 🗆	ц П	
Ventilation	Dryer transition duct is constructed of unsuitable material.	_ r	- L1		
	Gas dryer exhaust ventilation system has restricted airflow.	_ r		-t-	
	Exterior dryer vent cover, cap, or a component thereof is missing.			_	

Standard Standard	Doficional Decription	linit	Inside	Outside	Outside Inspector Comments
	or oven does not ignite or produce heat.		Ī		
	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.) (] (
	כסטאווון ומווני, נסטאטקי, טו טיכוו כמוויסטובור וא ממווונים שווויסטוון איני מוני מר מכזיכר וא ממכי	Σ	Σ		
Cooking Appliance	Primary cooking appliance is missing.*	□ * *			
	A microwave is the primary cooking appliance and it is damaged.	s 🗆			
	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop	Σ	Σ		
	Entry door will not open.	Σ	Σ		
	Entry door will not close.	s	Σ		
	Entry door self-closing mechanism is damaged, inoperable, or missing.	S	Σ		
	Hole, split, or crack that penetrates completely through entry door.	Σ	M		
	Entry door is missing.	LΤ	s		
Door - Entry	Entry door surface is delaminated or separated.	M	M	THE PROPERTY OF THE PARTY.	
	Entry door frame, threshold, or trim is damaged or missing.	□ ∑	M		
	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	□ ¤	M		
	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infectation.		רם		
	Entry door cannot be secured.	S	Σ		
	Fire labeled door does not open.	S	S		
7/	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that	o s	s		
	the door does not self-close and factor. Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be				
i	compromised.	s 🗆	S		
Door - Fire	Fire labeled door seal or gasket is damaged or missing.	s	s		
	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	s 🗆	s		
	Fire labeled door cannot be secured.	s	M	AND INCOME STATE	
	Fire labeled door is missing.	LT	ITΠ		
	A passage door does not open.	M	M		
Door - General	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.		l		
	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	L 🗆	THE PROPERTY OF		
	An exterior door component is damaged, inoperable, or missing.			Σ	
Drain	Drain is fully blocked.	Σ	M	Σ	
	Obstructed means of egress.	_ r	ц-	5	
Egress	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	1			
	Fire escape access is obstructed.	uП			
	Outlet or switch is damaged.	цП	נדם	LT 🗆	
		s	s	S	
Curlet and Switch	Outlet does not have visible damage and testing indicates it is not energized.	s 🗆	s 🗆	□ s	
	Exposed electrical conductor.	u 🗆	LT 🗆	_ 1	
	Water is currently in contact with an electrical conductor.	ц.	ц.		
	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	S	S	s 🗆	
Electrical - GFCI/AFCI	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	S	S	□ S	
	An unprotected outlet is present within six feet of a water source.*	" s□	□s*	*s 🗆	

Standard	Deficiency Description	Unit	Inside	Outside	Outside Inspector Comments
	Electrical service panel is not readily accessible.	M	M	M	
Electrical - Service	The overcurrent protection device is damaged.	ıτ□	ıτ□	נד	
ranei	The overcurrent protection device is contaminated.	s 🗆	s	s 🗆	
	Elevator is inoperable.		M		
ī	Elevator door does not fully open and close.		M		
Elevator	Elevator cab is not level with the floor.		M		
	Safety edge device has malfunctioned or is inoperable.		M		
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.		u-	u 🗆	
	Fence component is missing.			Σ	
Fence and Gate	Gate does not open, close, latch, or lock.			Σ	
	Fence demonstrates signs of collapse.			M	
Fire Escape	Fire escape component is damaged or missing.			□ II	
	Fire extinguisher pressure gauge reads over or under-charged.	LT 🗆	LT 🗆	□ 11	
Fire Extinguisher	Fire extinguisher service tag is missing, illegible, or expired.	11	LT 🗆	П II	
	Fire extinguisher is damaged or missing.	LT	LT	נגם	
	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal				
Flammable and	comfort or a fuel-burning water heater.	<u>-</u>	<u> </u>	<u> </u>	
Combustible Item	OR]]] ;	
	Improperty stored cnemicals.				
ī	Floor substrate is exposed.	M	M		
10011	Floor component(s) is not functionally adequate.	□ w	M		
	Food preparation area is not present.*	□w*			
rood Preparation Area	Food preparation area is damaged or is not functionally adequate.	Σ	□ ⊠		
	Foundation is cracked.	M	M	□ w	
	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	M	M	□ w	
Foundation	Foundation is infiltrated by water.	M	M		
	Foundation support post, column, beam, or girder is damaged.	Δ	Δ	Σ	
	Foundation vent cover is missing or damaged.		The supposition	Σ	
(Garage door has a hole.	M	M	Σ	
Garage Door	Garage door does not open, close, or remain open or closed.	M	M	Σ	
Grab Bar	Grab bar is not secure.	□ W	□ W		
	Guardrail is missing or not installed.*	-ττ□	*ιτ□	*tr	
ouardraii	Guardrail is not functionally adequate.	LT 🗆	נדם	ц П	
	Handrail is missing.	Μ	Σ	□ ⊠	
1100	Handrail is not secure.	Σ	Σ	Σ	
מפוסופו	Handrail is not functionally adequate.	Σ	□ ∑	Σ	
	Handrail is not installed where required.	Oversion for	L _	_ _	

Standard	Deficiency Description	Unit	Inside	Outside Ins	Outside Inspector Comments
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.*	*u			
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	□s.			
	Air conditioning system or device is not operational.	Δ	۱ 🗅		
Heating, Ventilation,	Unvented space heater that burns gas, oil, or kerosene is present.*	-11	F.		
and Air Conditioning	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	_ r			
(HVAC)	Heating system or device safety shield is damaged or missing.	□ s	S		
	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	□w*	□ ₩ *		
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.	- L	_ h	п П	
	The inspection date is on or between October 1 and March 31 and the permanently installed heating		Σ		
	Source is inoperable.		2	CONTRACTOR DESCRIPTION OF THE PERSON OF THE	
	Extensive cockroach infestation.	S	Σ		
	Evidence of bedbugs.	Σ	Σ		
	Extensive bedbug infestation.	s	Σ		
Infestation	Evidence of mice.	M	□ ¤		250
	Extensive mouse infestation.	□ s	D N		
	Evidence of rats.	M	M	M	
	Extensive rat infestation.	s 🗆	S		
	Evidence of other pests.	M	M	Score of Social Confession	
Leak - Gas/Oil	Natural gas, propane, or oil leak.	LT 🗆	LT 🗆		
	Blocked sewage system.	S 🗆	S 🗆	s 🗆	
Lost Courses Curtom		s	os 🗆	s 🗆	
rear - sewage system		Σ	Σ	Σ	
	Cleanout cap or riser is damaged.	Σ	Σ	Δ	
	Environmental water intrusion.	M	M		
Leak - Water	Plumbing leak.	M	Σ		
	Fluid is leaking from the sprinkler assembly.	M	□ ⊠		
Lighting - Auxiliary	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.		s	s 🗆	
Lighting - Exterior	A permanently installed light fixture is damaged, inoperable, missing, or not secure.			Ω	
	A permanently installed light fixture is inoperable.	Σ	Σ		
Lighting - Interior	A permanently installed light fixture is not secure.	Σ	Σ		*
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.*	□ ¥	□ *		
Litter	Litter is accumulated in an undesignated area.	The state of the s	□ ⊠		
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	Δ *			
	Presence of mold-like substance at moderate levels is observed visually.	M	L 🗆		
Mold Libe Cubetage	Presence of mold-like substance at high levels is observed visually.	□ s	M	Application of the second	
מוסים-דוגר ספסים	Presence of mold-like substance at extremely high levels is observed visually.	- t	s 🗆		
	Elevated moisture level.	□ ∑	_ _		

Standard	Deficiency Description	Unit	Inside	Outside	Outside Inspector Comments
5		PROPERTY	MINN		
Parking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square toot or greater.			Σ	
9	Parking lot has ponding.			Σ	
	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	Σ	Σ		
Potential Lead-Based	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	s 🗆	s 🗆		
Assessment				Σ	
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.			°	
Private Roads and	Road or driveway access to the property is blocked or impassable for vehicles.			o s	
Driveways	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.			Σ	
	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	Σ	Σ		
Refrigerator	Refrigerator component is damaged such that it impacts functionality.	Σ	Σ		
	Refrigerator is missing.*	□ *			
11-1-1-1-1	Retaining wall is leaning away from the fill side.			Σ	
retaining wall	Retaining wall is partially or completely collapsed.			M	
	Restricted flow of water from a roof drain, gutter, or downspout.			M	
	Gutter component is damaged, missing, or unfixed.		AND THE PERSON NAMED IN	Σ	
one According	Roof surface has standing water.		in, it with the	Σ	
ASSERTIBLY	Substrate is exposed.			M	
	Roof assembly has a hole.			Σ	
	Roof assembly is damaged.			Σ	
Sharp Edges	A sharp edge that can result in a cut or puncture hazard is present.	s 🗆	s	s 🗆	
Sidewalk, Walkway,	Sidewalk, walkway, or ramp is blocked or impassable.			M	
Ramp	Sidewalk, walkway, or ramp is not functionally adequate.			M	
	Sink or sink component is damaged or missing and the sink is not functionally adequate.	□ W	רם		
	Water is directed outside of the basin.	ГП	l 🗆		
	Sink is not draining.	N	Ω		
Sink	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	Σ	Σ		
	Sink component is damaged or missing and the sink is functionally adequate.	_	-		
	Cannot activate or deactivate hot and cold water.*	□ *	Δ		
	Sink is missing or not installed within the primary kitchen.*	□ *			
	Water runoff is unable to flow through the site drainage system.			ר 🗖	
Site Drainage	Erosion is present.			רם	
	Grate is not secure or does not cover the site drainage system's collection point.			Δ	
	Smoke alarm is not installed where required.*	-ττ□	*ττ□		
Smoke Alarm	Smoke alarm is obstructed.	_ <u>-</u>	[1]		
	Smoke alarm does not produce an audio or visual alarm when tested.	LT [u-	South State of the	

Standard	Deficiency Description	Unit	Inside	Outside	Outside Inspector Comments
	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	LT.	LT 🗆	цП	
Sprinkler Assembly	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	LT 🗆	LT.		
	Sprinkler assembly has evidence of corrosion.	11	LT.	LT	
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	LT 🗆	п П	цП	
	Tread is missing or damaged.	Δ	□ M	M	
Steps and Stairs	Stringer is damaged.	Σ	Σ	M	
	Step or stair is not functionally adequate.			M	
Structural System	Structural system exhibits signs of serious failure.	11	п	LT	
	Only 1 toilet was installed, and it is missing.	п п	Δ		
	A toilet is missing and at least 1 toilet is installed elsewhere that is operational.	M	ΠM	Handred House	
	Only 1 toilet was installed, and it is damaged or inoperable.	□ s	Π		
	A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational.	N	ΠM		- P
Toilet	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely discharge human waste.	Σ	Σ		
	Toilet is not secured at the base.	Σ	ω		
	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to discharge human waste.	l	r 🗆		
	Toilet cannot be used in private.*	□ *	Σ		
10 10 1	Chute door does not open or self-close and latch.		Ω		
I rash Chute	Chute is clogged.		Ω		
Trip Hazard	Trip hazard on walking surface.	N	Σ	Σ	
	Exhaust system does not respond to the control switch.	M	Σ		
aciecitation.	Exhaust system has restricted airflow.	Σ	Σ		
ionemano.	Exhaust system component is damaged or missing.	Σ	Σ		
	Bathroom does not have proper ventilation or dehumidification.	M	ω		
	Exterior wall covering has missing sections of at least 1 square foot per wall.			Σ	
Wall - Exterior	Exterior wall has peeling paint of 10 square feet or more.			Σ	
	Exterior wall component(s) is not functionally adequate.			Σ	
	Interior wall has a loose or detached surface covering.	Σ	Σ		
Wall - Interior	Interior wall component(s) is not functionally adequate.	Σ	Ω		
	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that are cumulatively greater than 6 inches by 6 inches.	Σ	Σ		

Standard	Deficiency Description	Unit	nside	Outside	Inside Outside Inspector Comments
	Temperature pressure relief (TPR) valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material.	o _s	o _s	os (
	No hot water.	s 🗆	רם		
Water Heater	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from waste receptor flood-level.	M	M	М	
	Chimney or flue piping is blocked, misaligned, or missing.	LT [LT	u 🗆	
	Gas shutoff valve is damaged, missing, or not installed.	LT	LT [17	
	Window will not open or stay open.	M			
14/14/14/14	Window cannot be secured.	M	r -		
MODULA	Window will not close.	s 🗆	M		
	Window component is damaged or missing and the window is not functionally adequate.	D N	Σ		

nousing pursuant to the National Standards for the Physical Inspection of Real Estate (NSPIRE) inspection regulations, requirements, and procedures. The information collected on this optional checklist form will be used by Public Housing Agencies (PHAs) to determine if a housing unit meets NSPIRE Standards for the Housing Choice Voucher (HCV) and Project Based Voucher (PBV) programs. This is a voluntary form and not required for use. Additionally, assurances of confidentiality are not provided under this collection. The public reporting burden for this collection of information is estimated to average 1 hour Burden Statement: The purpose of this information collection is to strengthen the U.S. Department of Housing and Urban Development (HUD)'s physical condition standards and improve HUD's oversight of 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Policy and Partnerships, Real Estate
Assessment Center, Office of Public and Indian Housing, Department of Housing and Urban Development, 550 12th Street SW, Suite 100, Washington, DC 20410-4000. HUD may not conduct and sponsor, and a
person is not required to respond to, a collection of information unless the collection displays a valid control number.

NSPIRE STANDARDS AFFIRMATIVE HOUSING REQUIREMENTS

(NEW REGULATION AT 24 CFR 5.703)

WHAT IS AN AFFIRMATIVE HOUSING REQUIREMENT?

- Basic requirements for an assisted unit and property that must be met for participation
- Minimum requirements for habitability

HABITABLE ROOM DEFINITION:

- A room in a building for living, sleeping, eating, or cooking
- Excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas

https://www.ecfr.gov/current/title-24/part-5/section-5.703#p-5.703(a) Citation 24 CFR 5.703(a)

- (a) **General.** To ensure that all residents live in safe, habitable dwellings, the items and components located inside the building, outside the building, and within the units of HUD housing must be functionally adequate, operable, and free of health and safety hazards. The standards under this section apply to all HUD housing. HUD housing under the HCV, PBV, and Moderate Rehabilitation programs shall be subject to these standards only for
 - (1) The subsidized unit itself; and
 - (2) Items and components within the primary and secondary means of egress from a unit's entry door(s) to the public way, those common features related to the residential use of the building (e.g., the laundry room, community room, mail room), and the systems equipment that directly services the subsidized unit.
- (b) **Inside.** Inside of HUD housing (or "inside areas") refers to the common areas and building systems that can be generally found within the building interior and are not inside a unit. Examples of "inside" common areas may include, basements, interior or attached garages, enclosed carports, restrooms, closets, utility rooms, mechanical rooms, community rooms, day care rooms, halls, corridors, stairs, shared kitchens, laundry rooms, offices, enclosed porches, enclosed patios, enclosed balconies, and trash collection areas. Examples of building systems include those components that provide domestic water such as pipes, electricity, elevators, emergency power, fire protection, HVAC, and sanitary services. The inside area must meet the following affirmative requirements:

- (1) The inside area must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the property. The Secretary may establish additional standards through Federal Register notification;
- (2) Except for housing subject to this subpart only through § 5.701(a)(6) or (7), or housing otherwise exempt from this requirement as provided elsewhere in this title, the inside area must meet or exceed the carbon monoxide detection standards set by the Secretary through Federal Register notification;
- (3) For the inside area, any outlet installed within 6 feet of a water source must be ground-fault circuit interrupter (GFCI) protected;
- (4) The inside area must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically;
- (5) The inside area must have permanently mounted light fixtures in any kitchens and each bathroom; and
- (6) The inside area may not contain unvented space heaters that burn gas, oil, or kerosene.
- (c) **Outside.** Outside of HUD housing (or "outside areas") refers to the building site, building exterior components, and any building systems located outside of the building or unit. Examples of "outside" components may include fencing, retaining walls, grounds, lighting, mailboxes, project signs, parking lots, detached garage or carport, driveways, play areas and equipment, refuse disposal, roads, storm drainage, non-dwelling buildings, and walkways. Components found on the exterior of the building are also considered outside areas, and examples may include doors, attached porches, attached patios, balconies, car ports, fire escapes, foundations, lighting, roofs, walls, and windows. The outside area must meet the following affirmative requirements:
 - (1) For the outside area, outlets within 6 feet of a water source must be GFCI protected; and
 - (2) The outside area must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.
- (d) **Units.** A unit (or "dwelling unit") of HUD housing refers to the interior components of an individual unit. Examples of components included in the interior of a unit may include the balcony, bathroom, call-for-aid (if applicable), carbon monoxide devices, ceiling, doors, electrical systems, enclosed patio, floors, HVAC (where individual units are provided), kitchen, lighting, outlets, smoke detectors, stairs, switches, walls, water heater, and windows. The unit must also meet the following affirmative requirements:
 - (1) The unit must have hot and cold running water in both the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen;

- (2) The unit must include its own bathroom or sanitary facility that is in proper operating condition and usable in privacy. It must contain a sink, a bathtub or shower, and an interior flushable toilet;
- (3)
- (i) The unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:
 - (A) On each level of the unit;
 - (B) Inside each bedroom;
 - (C) Within 21 feet of any door to a bedroom measured along a path of travel; and
 - (D) Where a smoke detector installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed on the living area side of the door.
- (ii) If the unit is occupied by any hearing-impaired person, the smoke detectors must have an alarm system designed for hearing-impaired persons;
- (iii) The Secretary may establish additional standards through Federal Register notification;
- (iv) Following the specifications of National Fire Protection Association Standard (NFPA) 72 satisfies the requirements of this paragraph (d)(3);
- (4) The unit must have a living room and a kitchen area with a sink, cooking appliance, refrigerator, food preparation area, and food storage area;
- (5) For units assisted under the HCV or PBV program, the unit must have at least one bedroom or living/sleeping room for each two persons;
- (6) Except for units subject to this subpart only through § 5.701(a)(6) or (7), or housing otherwise exempt from this requirement as provided elsewhere in this title, the unit must meet or exceed the carbon monoxide detection standards set by HUD through Federal Register notification;
- (7) The unit must have two working outlets or one working outlet and a permanent light within all habitable rooms;
- (8) Outlets within 6 feet of a water source must be GFCI protected:
- (9) For climate zones designated by the Secretary through notice, the unit must have a permanently installed heating source. **No units may contain unvented space heaters that burn gas, oil, or kerosene;**

- (10) The unit must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically; and
- (11) The unit must have a permanently mounted light fixture in the kitchen and each bathroom.

(e) Health and safety concerns —

- (1) **General.** The inside, outside and unit must be free of health and safety hazards that pose a danger to residents. Types of health and safety concerns include, but are not limited to carbon monoxide, electrical hazards, extreme temperature, flammable materials or other fire hazards, garbage and debris, handrail hazards, infestation, lead-based paint, mold, and structural soundness.
- (2) **Lead-based paint.** HUD housing must comply with all requirements related to the evaluation and control of lead-based paint hazards and have available proper documentation of such (see 24 CFR part 35). The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and the applicable regulations at 24 CFR part 35 apply.

(f) Compliance with State and local codes.

- (1) The standards for the condition of HUD housing in this section do not supersede State and local housing codes (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, or residential code requirements).
- (2) All HUD housing other than units assisted under the HCV and PBV programs must comply with State or local housing codes in order to comply with this subpart.
- (3) State and local code compliance is not part of the determination of whether a unit passes the standards for the condition of HUD housing under this section for the HCV and PBV programs (except in accordance with § 5.705(a)(3)).
- (g) **Use of an alternative inspection or additional standard for HCV and PBV programs.** A PHA is not subject to the standards set by this section when the PHA is relying on an alternative inspection in accordance with <u>24 CFR 982.406</u>. PHAs may also elect to establish additional requirements for quality, architecture, or design of PBV housing, and any such additional requirements must be specified in the Agreement to enter into a HAP Contract or HAP Contract as provided in <u>24 CFR part 983</u>.
- (h) **Special housing types in the HCV, PBV and Moderate Rehabilitation programs.** Part 982, subpart M, of this title identifies special housing types which require standards unique to special types of housing. Unless modified by program-specific regulations, NSPIRE Standards will apply for these special housing types.

Affirmative Housing Requirements-As of October 1, 2024

Standard Item	Area	Deficiency
Bathtub and Shower	Unit	D5 - Bathtub or shower cannot be used in private.
Cabinet and Storage	Unit	D1 - Food storage space is not present.
Carbon Monoxide Alarm	Unit	D1 - Carbon monoxide alarm is missing, not installed, or not installed in a proper location.
Carbon Monoxide Alarm	Inside	D1 - Carbon monoxide alarm is missing, not installed, or not installed in a proper location.
Cooking Appliance	Unit	D3 - Primary cooking appliance is missing.
Electrical GFCI	Unit	D3 - Non GFIC outlet is present within six feet of a water source
Electrical GFCI	Inside	D3 - Non GFIC outlet is present within six feet of a water source
Electrical GFCI	Outside	D3 - Non GFIC outlet is present within six feet of a water source
Food Preparation	Unit	D1 - Food preparation area is not present.
Guardrail	Unit	D1 - Guardrail is missing or not installed.
Guardrail	Inside	D1 - Guardrail is missing or not installed.
Guardrail	Outside	D1 - Guardrail is missing or not installed.
HVAC	Unit	D1 - HVAC Not Working Between Oct 1 & March 31 & Interior Temp is less than 64
HVAC	Unit	D2 - HVAC Not Working and Interior Temp is less than 68
HVAC	Unit	D4 - Unvented space heater that burns gas, oil, or kerosene is present.
HVAC	Inside	D4 - Unvented space heater that burns gas, oil, or kerosene is present.
HVAC	Inside	D9 - HVAC Not Working Between Oct 1 & March 31
Lighting Interior		D3 - At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.
Lighting Interior	IIIIQIMA	D3 - At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.
Electrical	unit	D1 - A habitable room does not have either two (2) working outlets or at least one (1) working outlet and one (1) permanently installed
Refrigerator	Unit	D3 - Refrigerator is missing.
Sink	Unit	D6 - Cannot activate or deactivate hot and cold water.
Sink	Inside	D6 - Cannot activate or deactivate hot and cold water.
Sink	Unit	D7 - Sink is missing or not installed within the primary kitchen.
Smoke Alarm	Unit	D1 - Smoke alarm is not installed where required.
Smoke Alarm	Inside	D1 - Smoke alarm is not installed where required.
Toilet	Unit	D8 - Toilet cannot be used in private.
Toilet	Inside	D8 - Toilet cannot be used in private.

LEAD BASED PAINT INFORMATION

The Environmental Protection Agency (EPA) and HUD have implemented steps to ensure the public receives adequate information and protection to prevent lead poisoning in homes that may contain lead-based paint hazards.

Effective, December 6, 1996, landlords, their agents and sellers are responsible for providing specific information to buyers and renters on lead-based paint in housing as well as a federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards.

Owners are required to maintain their units including common areas from any cracking, chipping, chalking, or damaged paint. The units including common areas will be free of any paint dust, chips or other paint debris.

You can obtain more information about lead based paint hazards and safe work practices at www.hud.gov/offices/lead.

Before approval of a contract for rent, owners must:

Disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers and tenants. TVRHA's MOVE IN DOCUMENTATION includes a lead-based paint disclosure form. This form is provided to owners and tenants for signatures. TVRHA gives all potential assisted tenants the pamphlet developed by the EPA and HUD titled, "Protect Your Family From Lead In Your Home".

Lead Based Paint Pamphlet: http://www.epa.gov/lead/pubs/leadpdfe.pdf*

VIOLENCE AGAINST WOMEN ACT (VAWA): WHAT APPLICANTS, TENANTS, OWNERS, AND PROPERTY MANAGERS NEED TO KNOW

What is VAWA?

Violence Against Women and Justice Department Reauthorization Act 2013 (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

The provisions of the law apply both to public housing and multifamily programs and to owners renting to families under the HCV rental assistance programs.

A Public Housing Agency (PHA), owner, or property manager may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

Protection for Participants

The law provides in part that criminal activity directly relating 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 assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The law also provides that an incident(s) of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence. The PHA, an owner, or landlord may deny, remove, or terminate assistance to an individual perpetrator of such action and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance. This does not limit the authority of the PHA, owner, or landlord to terminate assistance of other criminal activity or good cause.

Certification

PHAs, owners or managers receiving a report of an incident(s) of actual or threatened domestic violence, dating violence or stalking that may affect a tenant's participation in the housing program are allowed to request, in writing, that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form that is available at the PHA office. On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse.

In lieu of, or in addition to, a certification form, a tenant may provide to the PHA, managers or owners, (1) a Federal, State, tribal, territorial, or local police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing abuse or violence.

Confidentiality

All information relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (i) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or, (iii) otherwise required by applicable law.

State and Local Laws

Some states have passed laws effecting applicants, tenants, owners, and landlords that are more stringent than requirements of the Violence Against Women Act (VAWA). Many states have related laws pending. You may want to check with your state and/or city for the most current state and local laws protecting victims of domestic violence, dating violence, or stalking.

For More Information

PHAs, owners and managers are encouraged to access VAWA via the Internet at the following Website address: www.gpoaccess.gov/plaws/index.html

TENNESSEE VALLEY REGIONAL HOUSING AUTHORITY ("TVRHA")

ACH DIRECT DEPOSIT AUTHORIZATION - LANDLORDS

THE PURPOSE OF THIS FORM IS TO AUTHORIZE ELECTRONIC DIRECT DEPOSIT TRANSACTIONS

LANDLORD NAME:	
DAYTIME PHONE:	CELL PHONE:
EMAIL ADDRESS:	
NAME OF LANDLORD'S BANK:	
BANK ADDRESS:	
TELEPHONE # OF BANK:	
BANK PERSONNEL TO CONTAC	CT:
BANK ROUTING NUMBER (9 DI	GIT):
LANDLORD'S ACCOUNT NUMB	
IS THIS ACCOUNT:	CHECKINGSAVINGS
PHA REP	EFFECTIVE DATE:
transactions credited in error. I agre	te credit entries, and initiate adjustments (if necessary) for any see that each payment shall be the same as if it were an instrument prity is to remain in effect until revoked by me in writing.
IGNATURE OF LANDLORD:	DATE:
	YABLE 329

NOTE: Your Account will automatically be credited for adjustments made in your HAP Payments at interim or annual re-examinations.

Form **W-9** (Rev. October 2018)

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Revenue Service	► Go to www.irs.gov/F	<i>formW9</i> for instru	otions and the late	est information.		dend to the mor
	1 Name (as shown	n on your income tax return). Name is requi	red on this line; do n	ot leave this line blank.	N		
	2 Business name/disregarded entity name, if different from above						
page 3.	3 Check appropriate box for federal tax classification of the person whose name is enter following seven boxes.					certain en	ions (codes apply only to lities, not individuals; see as on page 3):
e. ins on	Individual/sol single-memb	al/sole proprietor or C Corporation S Corporation Partnership Trust/estate nember LLC					yee code (if any)
충설	Limited liabili	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶					
Print or type. Specific Instructions on	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is				Exemption code (if an	n from FATCA reporting	
ec	Other (see in:	150 YOM 19 (20 YOM 20 19 19 19 19 19 19 19 19 19 19 19 19 19				(Applies to acc	counts maintained outside the U.S.)
β	5 Address (number	er, street, and apt. or suite no.) See instruct	ions.		Requester's name a	ind address	(optional)
See							
	6 City, state, and	ZIP code					
	7 List account nun	nber(s) here (optional)					
Par	Tayna	yer Identification Number (T	INI)				
		propriate box. The TIN provided mus		given on line 1 to av	roid Social sec	urity numb	er
		r individuals, this is generally your so					
reside	nt alien, sole prop	prietor, or disregarded entity, see the i	nstructions for Pa	rt I, later. For other		-	
TIN, la		yer identification number (EIN). If you	do not have a nur	mber, see How to ge		Ј Ш	
		n more than one name, see the instru	ctions for line 1 A	lea ean Mhat Nama	or Employer	identificati	on number
		<i>quester</i> for guidelines on whose numl		iso see what ivame	and Employer		on number
						-	
Part							
Under	penalties of perju	ıry, I certify that:					
2. I am Sen	not subject to bavice (IRS) that I ar	n this form is my correct taxpayer ide ackup withholding because: (a) I am e n subject to backup withholding as a backup withholding; and	xempt from back	up withholding, or (b) I have not been no	otified by t	the Internal Revenue
3. I am	a U.S. citizen or	other U.S. person (defined below); an	nd				
4. The	FATCA code(s) e	ntered on this form (if any) indicating	that I am exempt	from FATCA reportir	ng is correct.		
you ha acquis	ve failed to report ition or abandonm	ns. You must cross out item 2 above if y all interest and dividends on your tax re ent of secured property, cancellation of ividends, you are not required to sign the	turn. For real estat debt, contribution	e transactions, item 2 s to an individual reti	2 does not apply. Fo rement arrangement	r mortgage (IRA), and	interest paid, generally, payments
Sign Here	Signature of U.S. person			×	Date ►		×
Ger	neral Insti	ructions		• Form 1099-DIV (di	ividends, including	those fron	n stocks or mutual
Section references are to the Internal Revenue Code unless otherwise noted.		otherwise	funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		lopments	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)				
after they were published, go to www.irs.gov/FormW9.			 Form 1099-S (proceeds from real estate transactions) 				
Purp	oose of For	m		 Form 1099-K (mer 	chant card and thir	d party ne	etwork transactions)
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer			Form 1098 (home 1098-T (tuition)	mortgage interest),	1098-E (s	student loan interest),	
identification number (TIN) which may be your social security number			• Form 1099-C (can	celed debt)			

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax. $\label{eq:continuous}$
- $\,$ 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!A$ foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for			
Interest and dividend payments	All exempt payees except for 7			
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.			
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4			
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²			
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4			

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

what Name and Numbe	r to give the Requester			
For this type of account:	Give name and SSN of:			
1. Individual	The Individual			
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account 1			
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account			
 Custodial account of a minor (Uniform Gift to Minors Act) 	The minor ²			
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹			
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹			
Sole proprietorship or disregarded entity owned by an individual	The owner ³			
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*			
For this type of account:	Give name and EIN of:			
Disregarded entity not owned by an individual	The owner			
9. A valid trust, estate, or pension trust	Legal entity ⁴			
 Corporation or LLC electing corporate status on Form 8832 or Form 2553 	The corporation			
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization			
12. Partnership or multi-member LLC 13. A broker or registered nominee	The partnership The broker or nominee			

For this type of account:	Give name and EIN of:			
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity			
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust			

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- *Note: The grantor also must provide a Form W-9 to trustee of trust. Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/lidtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTARIZED STATEMENT OF MANAGEMENT

I	, who own the
property(ies) at	do
	to
manago oniso aniso aniso (o)	at(street address)
	(city, state & zip code)
	(CILY, State & ZIP Code)
Owner Signature	Owner's SS Number
All checks should be	e made payable:
4	· · · · · · · · · · · · · · · · · · ·
-	
Authorized Management Sig	gnature Management Co.'s SS Number
	nanagement of b bb Namber
<u>C E</u>	RTIFICATION
T. 1. 1	
I do hereby certify	
appeared before me person	nally on the day of
and stated that he/she si	gned the foregoing statement as a free
and voluntary act.	
	Notary Public
	County of
	State of Mississippi
My commission expires	

STATEMENT

WE,	, DOING BUSINESS
AS	AGREE TO COMPLY WITH ALL THE
TERMS AND CONDITIONS OF THE HOUSIN	NG ASSISTANCE PAYMENTS CONTRACT WHICH
WAS ORIGINALLY ENTERED INTO WITH	AND
	AUTHORITY ON BEHALF OF THE FOLLOWING
TENANT(S):	
, and the second	
WE ALSO AGREE TO COMPLY WITH THE T	
ADDENDUM TO LEASE WHICH WAS ORIGIN	NALLY ENTERED INTO WITH
, OV	WNER(S), AND THE ABOVE NAMED TENANT(S).
SIGNATURE	SS# OR TAX I.D. #
SIGNATURE	
	FICATION
THIS IS TO CERTIFY THAT	PERSONALLY
APPEARED BEFORE ME ON THIS THE	DAY OF
AND ACKNOWLEDGED THAT THEY SIGNED	THE FORE-GOING STATEMENT AS A FREE AND
VOLUNTARY ACT.	
	NOTARY PUBLIC
	COUNTY OF
	STATE OF
MY COMMISSION EXPIRES	

SECTION 8 PAYMENT STANDARD HOUSING CHOICE VOUCHER PROGRAM EFFECTIVE 01/01/2024

COUNTY	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR
The second secon							
ALCORN		645	830	1165	1250	1400	
CHICKASAW		635	835	1140	1335	1535	
ITAWAMBA		695	835	1025	1100	1200	
LEE	\$790	795	975	1235	1450	1575	1800
MONROE		725	825	1020	1215	1395	,
PONTOTOC		740	825	1095	1275	1450	
PRENTISS		720	835	1100	1225	1410	
TIPPAH		670	815	1085	1085	1245	
TISHOMINGO		740	815	1095	1100	1265	
UNION		740	825	1120	1125	1245	

To calculate the fair market rent for each bedroom size > 4 bedrooms, a 15% increase per bedroom is added to the 4 bedroom fair market rent amount.

Changes from the 10/1/22 Schedule are in BOLD