BRISTOL HOUSING

Serving elderly, disabled & low income citizens of
Bristol and Sullivan County, Tennessee

Housing Choice Voucher Program
Briefing Packet

Bristol Housing
Section 8 Housing Choice Voucher Program

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Table of Contents

Major Steps for Participants in the Housing Choice Voucher Program..... 5

Where the Family May Lease a Unit..... 6

Term of the Voucher and Policy for Voucher Extensions and Suspensions 7

Subsidy Standards 8
- Determining Family Unit (Voucher) Size 8
- Exceptions to Subsidy Standards..... 8

How Bristol Housing Determines the Payment Standard for a Family 9
- Changes in Payment Standards..... 9

How Bristol Housing Determines the Amount of Housing Assistance Payment..... 12

Estimate your Family's Housing Assistance Payment..... 13

How Bristol Housing Determines the Maximum Rent for an Assisted-Unit 15
- How Comparability is Established 15
- Rent Reasonableness Methodology 16
- How Market Data is Collected 16

How Portability Works..... 17

List of Neighboring PHAs for Portability 20

Policy on Providing Information about a Family to Prospective Owners 21

Policy on Official Mailing Address..... 21

Grounds for Denial of Admission to the Program..... 22

Appeal Procedures..... 25
- Informal Reviews 26

Violence Against Women Act (VAWA) 33

Responsibilities of Tenants, Landlords and Bristol Housing..... 35

Owners and Units Ineligible for the Housing Choice Voucher Program..... 36

Fraud Information bulletin “Excess Rent Charges”..... 38

ATTACHMENTS 40

Attachment A: Bristol Housing Payment Standards 41
Attachment B: HUD Income Limits 42
Attachment C: What is Income? 43
Attachment D: What Voucher Holder's Must Report 44
Attachment E: HUD-Required Tenancy Addendum 45
Attachment F: Request for Tenancy Forms 50
Attachment G: Family Obligations under the Program 52
Attachment H: Utility Allowances 53
Attachment I: HUD Brochure "A Good Place to Live" 58
Attachment J: HUD Brochure "Protect Your Family from Lead in Your Home" 80
Attachment K: HQS Initial Inspection Flow Chart 95
Attachment L: Most Common Fail Items in a Unit 96
Attachment M: VAWA Policy & Forms 97
Attachment N: Important Information for Applicants/Tenants and/or Program Participants 113
Attachment O: Housing Discrimination Complaint Form 114
Attachment P: Bristol, TN Map 121
Attachment Q: Bristol Housing Jurisdiction FAQs 122
Attachment R: Kingsport, TN Map 123
Attachment S: Kingsport Housing & Redevelopment Authority Jurisdiction 124
Attachment T: Johnson City, TN Map 125
Attachment U: Johnson City Housing Authority Jurisdiction 126
Attachment V: Elizabethton, TN Map 127
Attachment W: Elizabethton Housing & Development Agency Jurisdiction 128
Attachment X: Bristol, VA Map 129
Attachment Y: Bristol Redevelopment & Housing Authority Jurisdiction 130
Attachment Z: Abingdon, VA Map 131
Attachment AA: Abingdon Redevelopment & Housing Authority Jurisdiction 132
Attachment BB: Resource Guide for Utility Information 133
Attachment CC: Family Resource Information 134

Major Steps for Participants in the Housing Choice Voucher Program

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STEP 1. Apply for housing assistance and be placed on the HCV Waiting List.

STEP 2. Receive notice that you have been selected from the top of the HCV Waiting List. Attend an update appointment. Submit detailed income, asset, and family information for Bristol Housing to determine your eligibility for assistance.

STEP 3. Receive your voucher at Voucher Briefing.

STEP 4. Find a decent, safe and sanitary rental home within the time period allotted on the voucher.

STEP 5. After finding a residence that you qualify for, have the owner or property manager complete a Request for Tenancy Approval (RFTA) form. Bristol Housing will verify that you are eligible for the unit based on your voucher size, household income, and requested rent amount. Bristol Housing will then schedule and conduct an inspection of the unit to verify that the unit passes HUD's inspection requirements.

STEP 6. After passing the inspection, and if the rent is determined to be reasonable as compared to unassisted-units, you and the owner will then sign a lease. The initial term of the lease is usually one-year, however; some owners do have month-to-month leases. The owner signs a Housing Assistance Payments Contract (HAP Contract) with Bristol Housing. The tenant must provide proof of active utilities for the new unit within 10 days of the effective date of the lease unless owner is providing utilities.

STEP 7. Move in to your new residence

STEP 8. An annual reexamination of your income, assets and household composition is required as well as a biennial inspection of your assisted-unit to ensure that it is decent, safe and sanitary for you and your family. The annual reexamination will be 60-90-days prior to your renewal date.

STEP 9. Program participants wanting to and eligible to move, must submit a copy of the Move Out Notice to Bristol Housing and your owner 60-days prior to their requested move-out date.

Where the Family May Lease a Unit

We encourage you to select a unit outside areas of minority and poverty concentration. The Bristol Housing Owner Listing is our primary resource for helping you select a unit. It is available on our website at www.bristol-housing.com and can be provided to you in person in our office located at 204 Bluff City Highway, Bristol, TN 37620. It will also be provided to you at the time your voucher is issued by Bristol Housing. This Owner Listing has units listed on it that are within and outside areas of minority and poverty concentration. The Listing is updated as unit owners notify our office of vacancies.

The Owner Listing is a list of landlords who are known to Bristol Housing who may be willing to lease a unit to you or help you find a unit. You are under no obligation to only use Bristol Housing's Owner Listing.

Maps of Bristol Housing's jurisdiction as well as surrounding PHA jurisdictions are included for you in this packet. **Please see Attachments P -Z.** During your search for a unit, you should check the unit's location on these maps before making a decision to rent the unit. If the unit is NOT in Bristol Housing's jurisdiction and you are not eligible to port, you cannot use your voucher to rent that unit. You may also use other means of finding a unit such as local newspapers, flyers in grocery stores, real estate locators, and searching in neighborhoods looking for-rent signs. There are many other online listings. For example, a Google search for Bristol, TN apartment rentals will pull up a list of multiple websites for you to use. We also encourage you to search the many sources on the Internet including:

Tennessee Housing Search
www.TNHousingSearch.org

For Rent.Com
www.forrent.com

Zillow
www.zillow.com/bristol-tn/rentals/

Craigslist
www.tricities.craigslist.org

Affordable Housing
www.AffordableHousing.com

Term of the Voucher & Extensions

Bristol Housing issues vouchers with a term of 120 days from date of issue.

Extensions of the voucher will ONLY be granted past the 120-day term in the following circumstances:

- Serious illness or death in the family
- Other family emergency
- Obstacles due to employment
- Whether the family already submitted requests for tenancy approval that were not approved by the PHA
- Whether family size or other special circumstances make it difficult to find a suitable unit
- If the family needs an extension as a Reasonable Accommodation to make the program accessible to a family member who is a person with disabilities

Any request for an extension must include the reason(s) an additional extension is necessary. Bristol Housing may require the family to provide documentation to support the request or obtain verification from a qualified third party.

All requests for extensions to the voucher term must be made **in writing** and submitted to Bristol Housing **prior** to the expiration date of the voucher (or extended term of the voucher).

Bristol Housing will decide whether to approve or deny an extension request **within 10 business days** of the date the request is received and will immediately provide the family written notice of the decision.

The term of the voucher will be suspended from the date the family submits a **completed** Request for Tenancy packet until the date Bristol Housing notifies the family in writing whether the request has been approved or denied. In the event the request is denied, the family must return to Bristol Housing's office to obtain another Request for Tenancy packet.

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, Bristol Housing will require that the family re-apply. If Bristol Housing is notified **in writing** before the expiration date of the voucher that the family wants to go back on the waiting list, Bristol Housing may place them at the bottom of the waiting list with a new application date and time. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired. This option is only available if the waiting list is open and accepting new applications.

Bristol Housing Subsidy Standards

Bristol Housing will assign **one bedroom for each two persons** within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses and children **under the age of 5**) will be allocated separate bedrooms.
- Live-In Aides will be allocated a separate bedroom.
- Single person families will be allocated **one bedroom**.

Bristol Housing will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum – Maximum)
1 Bedroom	1 - 2
2 Bedroom	2 - 4
3 Bedroom	3 - 6
4 Bedroom	4 - 8
5 Bedroom	6 - 10

Bristol Housing will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards **in writing**. The request **must** explain the need or justification for a larger family unit size, and must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability- related request for accommodation is readily apparent or otherwise known. The family's continued need for additional bedroom due to special medical equipment **must be verified at annual re-examination**.

Bristol Housing will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

How Bristol Housing Determines the Payment Standard for a Family

Bristol Housing's schedule of payment standards is used to calculate housing assistance payments for HCV families. **Please see Attachment A for the current Bristol Housing Payment Standards.** This section covers the application of Bristol Housing's payment standards.

Payment standard is defined as "the maximum monthly assistance payments for a family assisted in the voucher program (before deducting the total tenant payment by the family)."

The payment standard for a family is the lower of: (1) the payment standard for the unit size, which is determined as the appropriate number of bedrooms for the family under Bristol Housing's subsidy standards; or (2) the payment standard for the size of dwelling unit rented by the family.

Bristol Housing is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of: (1) the payment standard for the family minus the family's TTP; or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit the owner lowers the rent, Bristol Housing will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit.

Changes in Payment Standards

If Bristol Housing changes its payment standard schedule resulting in a lower payment standard amount during the term of the HAP contract, Bristol Housing will not reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect.

Bristol Housing will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction

If the payment standard is **increased** during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular re-examination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim re-examinations will not have their HAP payments calculated using the higher payment standard until their next annual re-examination.

Changes in Family Unit Size

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment

standard for the family beginning at the family's first regular re-examination following the change in family unit size.

Reasonable Accommodation

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, Bristol Housing is allowed to establish a higher payment standard for the family within the basic range.

Subsidy Standards

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in a family composition or a change in Bristol Housing's subsidy standards, the new family unit size will be used to determine the payment standard amount for the family at the family's *first annual re-examination* following the change in family unit size.

Updating Payment Standards

When HUD updates its FMRs, Bristol Housing must update its Payment Standards if the standards are no longer within the basic range. HUD may require Bristol Housing to make further adjustments if it determines that rent burdens for assisted families in Bristol Housing's jurisdiction are unacceptably high.

Bristol Housing will review the appropriateness of the Payment Standards on an annual basis when the new FMR is published. In addition to ensuing the Payment Standards are always within the "basic range", Bristol Housing will consider the following factors when determining whether an adjustment should be made to the Payment Standard schedule:

- **Funding Availability:** Bristol Housing will review the budget to determine the impact that projected subsidy adjustments will have on funding available for the program and the number of families served. Bristol Housing will compare the number of families who could be served under revised Payment Standards amounts with the number assisted under current Payment Standard amounts.

- **Rent Burden of Participating Families:** Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than thirty percent (30%) of their monthly adjusted income as the family share. When forty percent (40%) or more of families, for any given unit size, are paying more than thirty percent (30%) of adjusted monthly income as the family share, Bristol Housing will consider increasing the Payment Standard. In evaluating rent burdens, Bristol Housing will not include families renting a larger unit than their family size unit.

- **Quality of Units Selected:** Bristol Housing will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

- **Changes in Rent to Owner:** Bristol Housing may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

- **Unit Availability:** Bristol Housing will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

- **Lease-Up Time and Success Rate:** Bristol Housing will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

How Bristol Housing Determines the Amount of Housing Assistance Payment and Total Tenant Payment for a Family

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Housing Assistance Payment Determination

Bristol Housing will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of: (1) the applicable payment standard for the family minus the family's Total Tenant Payment (TTP); **or** (2) the gross rent for the family's unit minus the TTP.

Total Tenant Payment Determination

HUD regulations specify the formulas for calculating the TTP for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted gross income
- 10 percent of the family's monthly gross income

Bristol Housing has authority to suspend and exempt families from minimum rent when a financial hardship exists.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Family Share

If the family chooses a unit with a gross rent (rent to owner plus an allowance for tenant paid utilities) that exceeds Bristol Housing's applicable payment standard: (1) the family will pay more than the TTP; and (2) at initial occupancy Bristol Housing may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued.

Utility Reimbursement

When Bristol Housing's subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits Bristol Housing to pay the reimbursement directly to the utility provider on the family's behalf. Bristol Housing will make utility reimbursement payments directly to the electricity company provided on the Utility Reimbursement Form in the Request for Tenancy Packet.

Estimate Your Family's Housing Assistance

In accordance with **24 CFR § 982.508**, at the time a PHA approves a tenancy for initial occupancy AND the gross rent exceeds the payment standard, the family share must not exceed forty percent (40%) of the family's adjusted monthly income.

Definitions in accordance with **24 CFR § 982.4**:

- Family Share - The portion of rent paid by the family plus utility allowance
- Gross Rent – The sum of the rent to owner plus any utility allowance

Step 1: Determine your Family's Annual Income

Income from Employment:		_____
Spouse's employment:	+	_____
Child Support:	+	_____
Disability/SSI/SS:	+	_____
TANF:	+	_____
Assets:	+	_____
Other:	+	_____
TOTAL ANNUAL INCOME:	=	_____(a)

DEDUCTIONS

Number of Children: _____ x $480		_____
Disabled Member of Household: (If Yes, Add $400)	+	_____
Medical expenses over 3% of TOTAL ANNUAL INCOME	+	_____
Annual Child Care Costs:	+	_____
TOTAL DEDUCTIONS: =		_____(b)

Total Annual Income (A) Minus Total Deductions (b)	_____(c)
Divide line (c) by 12 for Adjusted Monthly Income	_____(d)
Line (d) x .3 (to determine 30% of Monthly adjusted income)	_____(e)
Line (d) x .4 (to determine 40% of Monthly adjusted income)	_____(f)
To find 10% of monthly gross Income, Divide line (a) by 12	_____(g)
then multiply by .1 (10%)	_____(h)

Total Tenant Payment -- the greater of 10% monthly gross, 30% monthly adjusted or $50 minimum rent.

30% Monthly Adjusted	**40% Monthly Adjusted**	**10% Monthly Gross**
_____	_____	_____

Step 2: Calculations Bristol Housing Uses to Determine Amount of Housing Assistance Payment

10% of Monthly Gross Income	_____(g)
30% of Monthly Adjusted Income	_____(e)
Minimum Rent: $50	
Payment Standard	_____(h)
Unit Monthly Rent	_____(i)
Utility Allowance	_____(j)
Gross Rent	_____(k)
Lower of Payment Standard	_____(h)
Or Gross Rent	_____(k)
	_____(l)
Total Tenant Payment: the Greater of (g), (e) or $50 Minimum Rent	_____(m)

Total HUD Housing Assistance

Payment (l) Minus (m). If (m) is Larger, Enter $0.	_____(n)
Total Family Share (k) Minus (n)	_____(o)

Housing Assistance Payment to Owner

(lesser of (i) or (n))	_____(p)
Tenant Rent to Owner	_____(q)

Utility Reimbursement

(n) Minus (p)	_____(r)

Line (o) cannot exceed line (f) only if the gross rent (k) exceeds the payment standard (h)

How Bristol Housing Determines the Maximum Rent for an Assisted Unit

A HAP contract cannot be approved until Bristol Housing has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV Program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

Owner-Initiated Determinations

Bristol Housing must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. Bristol Housing will assist the family with the negotiations upon request. At initial occupancy, Bristol Housing must determine whether the proposed rent is reasonable before a HAP contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. They must comply with local law. Rent increases will not be approved unless any failed items identified by the most recent inspection has been corrected.

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, Bristol Housing may request owners to provide information about the rents charged for other units on the premises. In evaluating the proposed rents in comparison to other units on the premises, Bristol Housing will consider unit size and length of tenancy in the other units.

Bristol Housing will determine whether the requested increase is reasonable within ten (10) business days of receiving the request from the owner. The owner will be notified of the determination in writing.

If the request for rent increase coincides with the annual re-exam, the adjustment will be effective on the same date the annual re-exam takes effect. All rent adjustments will be effective the first of the month **60 days after** Bristol Housing's receipt of the owner's request or on the date specified by the owner- whichever is later.

How Comparability is Established

HUD requires Bristol Housing to take into consideration the factors listed below when determining rent comparability. Bristol Housing may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV- assisted unit.

- Location and age of unit
- Unit size including the number of rooms and square footage of rooms

- The type of unit including construction type (e.g. single family, low rise, high rise, mobile home)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services and utilities included in the rent

Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221 Below Market Interest Rate projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state or local tax credits; units subsidized by the Department of Agriculture rural housing programs; and units that are rent controlled by local ordinance.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (RFTA) requires owners to provide information on the form itself about the rent charged for other unassisted comparable units on the premises if the premises include *more than four (4) units*.

By accepting Bristol Housing's payment each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give Bristol Housing information regarding rents charged for other units on the premises.

Bristol Housing Rent Reasonableness Methodology

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. Bristol Housing uses rent reasonableness software operated as www.affordablehousing.com to compare units and perform a rent reasonableness analysis for each unit prior to a HAP contract being executed and prior to any rent increases. This software takes into account HUD's 9 areas of comparison and makes adjustment for variances in comparables.

How Portability Works

Portability is the ability of a family to move from one PHA's (Public Housing Authority's) jurisdiction to a location in another public housing authority's jurisdiction without re-applying and going through the waiting list process. Portability at Bristol Housing is screened by Regina Edwards. She can be reached at (423) 274-8150 Ext. 111 or by email at : rgedwards@bthra.com

Who is eligible for portability?

Current program participants who are in good standing with Bristol Housing and have no indebtedness to Bristol Housing or their landlord and who have fulfilled the initial term of their lease agreement, will be eligible to port their voucher after proper written notice to their landlord and Bristol Housing.

An applicant who receives a voucher from Bristol Housing and who lived in Bristol Housing's jurisdiction ***on the date of their original application***, will be eligible immediately to port their voucher to another PHA.

Applicants who **did not live in Bristol Housing's jurisdiction** on the date of their original application **will not be eligible to port their voucher** until they have leased a unit in Bristol Housing's jurisdiction with assistance for a period of **at least 12 months**. Bristol Housing will consider exceptions to this policy for purposes of reasonable accommodation. However, any exception to this policy is subject to the approval of the receiving PHA **[24 CFR 982.3533(c)(3)].**

The family **must** submit a written request to transfer their voucher along with the area and/or name of the receiving PHA. Included in this packet is a list of neighboring PHAs. The tenant's lease must also be properly terminated. In addition, the family must meet the income limits of the receiving PHA. If the family is eligible to transfer their voucher, they may transfer to any PHA in the U.S. that has a Section 8 Housing Choice Voucher program.

What you should do if you choose to move under the portability provision?

You must notify Bristol Housing of your desire to move under portability and where you want to move **in writing**. Program participants wanting and eligible to move must submit the Notice to Vacate form to Bristol Housing no more than 60-days prior to their requested move-out date. Both the Owner and Participant must sign and complete the form. Bristol Housing will then contact the PHA listed on the request form submitted and send your required documents to the receiving housing authority. Bristol Housing will let you know who you should contact at the receiving housing authority.

Will the programs work the same if I transfer under the portability provision?

All of the Housing Choice Voucher Programs are governed according to the Federal Regulations at **24 CFR 982** therefore, there are many similarities. However, housing authorities do have jurisdiction to adopt their own local policies as described in their HCV Administrative Plan. For example, voucher Payment Standards may vary from one housing authority to another. Some areas are higher than Bristol Housing and some are lower. **You** will have to locate housing that fits within the guidelines of the particular area you have chosen to live in.

What are the advantages of moving under the portability provision?

The most obvious advantage is to give you more options without you sacrificing your rental assistance. If you live in a high poverty area, portability enables you to get away from those areas. Better living conditions usually means lower crime rates, better public services, better schools, and better amenities.

How Portability Works

What is Portability?

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

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

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



What Happens Next?

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

Contacting the Receiving PHA

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

2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.
Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

See back for more details

See back for more details

How Portability Works



Before Porting, Things You Should Know

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

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

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

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

See front for more details

Once at the Receiving PHA

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

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

See front for more details

List of Neighboring PHAs

- **Kingsport Housing & Redevelopment Authority**

906 Sevier Avenue
Kingsport, TN 37660
(423) 245-0135
Robin Burke, HCV Specialist (423) 392-2519 RobinBurke@kingsporthousing.org
Greg Jones, HCV Specialist (423) 392-2506 GregJones@kingsporthousing.org

- **Johnson City Housing Authority**

901 Pardee Street
Johnson City, TN 37601
John Coleman, HCV Specialist (423) 232-4784 john@jchousing.org

- **Elizabethton Housing & Development**

910 Pine Ridge Circle
Elizabethton, TN 37643
(423) 543-3571
Brenda Adams, Housing Specialist (423) 543-3571 ext-304 badamsehda@yahoo.com

- **Bristol Redevelopment & Housing Authority**

120 Hope Lane
Bristol, TN 37620
(276) 642-2001
Christy Napier, HCV Specialist (276) 821-6262 cnapier@bhra.com

- **Abingdon Redevelopment & Housing Authority**

190 E Main St, Ground Floor
Abingdon, VA 24210
(276) 628-5661
Amber Widner, Housing Assistant (276) 628-5661 amberwidner.arha@gmail.com

Bristol Housing Policy on Providing Information about a Family to Prospective Owners

Upon request, owners may ask and Bristol Housing will provide specific information about a family being considered for tenancy. Bristol Housing will provide the following information:

- The family's current address as provided by the applicant; and
- The name and address, if known, of the current owner/landlord and any prior owner/landlord of the family.

Bristol Housing does NOT screen applicants for family behavior or suitability for tenancy beyond what our Administrative Plan requires. While Bristol Housing does do a local search for criminal activity, we cannot share that information with prospective or current owners/landlords. As the information is of public record, however; the prospective owner/landlord is highly encouraged to search public arrest and court records on all of their applicants- not only voucher holders.

Bristol Housing Policy on Official Mailing Address

Bristol Housing will use the address of the assisted unit as the official mailing address for all correspondences including appointment notifications and any adverse actions to be taken against the family. Bristol Housing **will not** mail information to another address unless a reasonable accommodation has been requested and granted by Bristol Housing.

Failure to receive correspondence will not be considered a valid reason for non-response to Bristol Housing correspondence and MAY result in termination of assistance!

Grounds for Denial of Admission to the Program

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list
- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract
- Refusing to process a request for or to provide assistance under portability procedures

HUD rules **prohibit denial** of program assistance based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the PHA's jurisdiction under portability.
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance

HUD **requires the PHA to deny assistance** in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits, but does not require, the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).
- The PHA determines that any household member is currently engaged (defined as ANY use of illegal drugs during the last six months) in the use of illegal drugs.
- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in certain types of criminal activity during the last five years. HUD definitions of criminal activity are as follows:

- *Drug-related criminal activity:* the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24CFR 5.100].
- *Violent criminal activity:* any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage [24 CFR 5.100]

- Criminal activity that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners and management staff and persons performing contract administration functions or other responsibilities on behalf of Bristol Housing (including a Bristol Housing employee, contractor or agent)

Evidence of such criminal activity includes, but it not limited to:

- Conviction for drug-related or violent criminal activity within the last five (5) years
- Imprisonment for drug- related or violent criminal activity within the last five (5) years
- ANY arrests for drug-related or violent criminal activity within the past five (5) years
- ANY record of eviction from public or assisted housing as a result of criminal activity within the past five (5) years

Bristol Housing will deny assistance to an applicant family if:

- The family does not provide information that Bristol Housing or HUD determines is necessary in the administration of the program
- The family does not provide complete and true information to Bristol Housing
- Any public housing agency (PHA) has ever terminated assistance under the program for any member of the family within the last five years
- Any member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- The family owes rents or other amounts to any public housing agency or public housing programs unless the family repays the amount **IN FULL** prior to being selected from the waiting list. In the event the debt is discovered after issuance or a lease is signed, the family will have 30 days to pay the debt **IN FULL** or assistance will be terminated.
- The family has not reimbursed any public housing agency for amounts the agency paid to an owner under a HAP contract for rent, damages to the assisted unit or property or other amounts owed by the family under the lease, unless the family repays the amount **IN FULL** prior to being issued a voucher
- The family has breached the terms of a repayment agreement entered into with Bristol Housing, unless the family repays the amount **IN FULL** prior to being issued a voucher
- A family member has engaged in or threatened violent or abusive behavior toward Bristol Housing personnel:
  - Abusive or violent behavior towards Bristol Housing personnel includes verbal as well as physical abuse or violence. Use of racial epithets or other language, written or oral, that is customarily used to intimidate or insult may be considered abusive or violent behavior.
  - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Applicant Screening Procedures

Bristol Housing will conduct a local criminal background check, EIV Debts Owed check, EIV Existing Tenant check as well as Lifetime Sex Offender Registry check for **ALL** adult household members to determine whether **ANY** member of the family has engaged in any criminal activity, is a current tenant at this or any other PHA or may owe money to this or any other PHA.

Bristol Housing Appeal Procedures

When Bristol Housing makes a decision that has a negative or adverse impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants the appeal takes the form of an informal hearing.

Informal Reviews

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

Decisions Subject to Informal Review

Bristol Housing will give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on Bristol Housing waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews <u>are not required</u> for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by Bristol Housing
- General policy issues or class grievances
- A determination of the family unit size under Bristol Housing subsidy standards
- A Bristol Housing determination not to grant approval of the tenancy
- A Bristol Housing determination that the unit is not in compliance with the HQS
- A Bristol Housing determination that the unit is not in accordance with the HQS due to family size or composition

Notice to the Applicant [24 CFR 982.554(a)]

Bristol Housing will give an applicant prompt notice of a decision denying assistance. The notice will contain a brief statement of the reasons for the decision and will also state how the applicant may request an Informal Review of the decision. The notice will describe how to obtain the Informal Review.

Scheduling an Informal Review

A request for an Informal Review must be made **<u>in writing</u>** and delivered to Bristol Housing either in person, by email or by first class mail **<u>no later than 10 business days</u>** from the date of Bristol Housing's denial of assistance.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of Bristol Housing. The person conducting the review will make a recommendation to Bristol Housing, but Bristol Housing is responsible for making the final decision as to whether assistance should be granted or denied.

Informal Review Decision [24 CFR 982.554(b)]

Bristol Housing will notify the applicant of the final decision, including a brief statement of the reasons for the final decision. In rendering a decision, the following matters will be evaluated:

- Whether or not the grounds for denial were stated factually in the Notice.
- The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance could be overturned.
- The validity of the evidence. Bristol Housing will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, Bristol Housing will uphold the decision to deny assistance.

Bristol Housing will notify the applicant of the final decision. The notice will be mailed within ten (10) business days of the informal review, to the applicant and his or her representative, if any.

Informal Hearings for Participants

Bristol Housing will offer an informal hearing for certain Bristol Housing determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to Bristol Housing's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether Bristol Housing's decisions related to the family's circumstances are in accordance with the law, HUD regulations and Bristol Housing policies.

Bristol Housing is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which Bristol Housing will give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from Bristol Housing's utility allowance schedule
- A determination of the family unit size under Bristol Housing's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance for a participant family because the participant has been absent from the assisted unit for longer than the maximum period permitted under Bristol Housing's policy and HUD rules.

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by Bristol Housing
- General policy issues or class grievances
- Establishments of Bristol Housing schedule of utility allowances for families in the program
- A Bristol Housing determination not to approve a unit or tenancy
- A Bristol Housing determination that a unit selected by the applicant is not in compliance with HQS
- A Bristol Housing determination that the unit is not in accordance with HQS because of family size
- A determination by Bristol Housing to exercise or to not exercise any right or remedy against an owner under a HAP contract

Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When Bristol Housing makes a decision that is subject to informal hearing procedures, Bristol Housing will inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, Bristol Housing will notify the family that they may ask for an explanation regarding the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to Bristol Housing's subsidy standards, the notice will contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

In cases where Bristol Housing makes a decision for which an informal hearing will be offered, the notice to the family will include all of the following:

- The proposed action or decision of Bristol Housing.
- A brief statement of the reasons for the decision including a reference to the code of federal regulations that the decision is based upon.
- The date the proposed action will take place.
- A statement of the family's right to an explanation of the basis for Bristol Housing's decision.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.
- A copy of the participant's voucher, signed copy of Tenant Responsibilities, VAWA Notice and Forms, any other relevant documents related to the infraction.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, Bristol Housing will proceed with the hearing in a reasonably expeditious manner upon the request of the family.

A request for an informal hearing will be made in writing and delivered to Bristol Housing either in person, by first class mail or E-mail, by the close of the business day, no later than ten (10) business days from the date of Bristol Housing's decision or notice to terminate assistance.

Bristol Housing will schedule and send written notice of the informal hearing to the family within ten (10) business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing will be made orally or in writing prior to the hearing date. At its discretion, Bristol Housing may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact Bristol Housing within 24 hours of the scheduled hearing date, excluding weekends and holidays. Bristol Housing will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and Bristol Housing are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any Bristol Housing documents that are directly relevant to the informal hearing. Bristol Housing will provide copies of documents from the family's file at a cost of $1.00 per page. If Bristol Housing does not make the document available for examination upon request of the family, Bristol Housing may not rely on the document at the hearing.

Bristol Housing hearing procedures may provide that the family must be given the opportunity to examine any family documents that are directly relevant to the hearing. However, Bristol Housing will be allowed to copy any such document at Bristol Housing's expense. If the family does not make the document

available for examination on request of Bristol Housing, the family may not rely on the document at the hearing. For the purpose of informal hearings, documents include records and regulations.

The family may request a copy of any documents related to the hearing. If the family requests copies of documents relevant to the hearing, Bristol Housing will make the copies for the family and assess a charge of $1.00 per copy. In no case will the family be allowed to remove the file from Bristol Housing's office. The family must request discovery of Bristol Housing documents no later than three (3) calendar days prior to the scheduled hearing date.

The family must be given an opportunity to examine at Bristol Housing offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, Bristol Housing may request a copy of all documents that the participant intends to present or utilize at the hearing. If requested, the participant must make the documents available no later than three (3) calendar days prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

Attendance at the Informal Hearing

Hearings will be attended by a hearing officer and the following applicable persons:

- A Bristol Housing representative and any witnesses for Bristol Housing
- The participant and any witnesses for the participant
- The participant’s counsel or other representative
- Any other person approved by Bristol Housing as a reasonable accommodation for a person with a disability

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with Bristol Housing's hearing procedures [24 CFR 982.555(4)(ii)]. The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

Bristol Housing and the family will be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Any evidence to be considered by the hearing officer will be presented at the time of the hearing. There are four categories of evidence.

- **Oral Evidence:** the testimony of the witnesses
- **Documentary evidence:** a writing, which is relevant to the case. For example, a letter written to Bristol Housing can be considered documentary evidence. Writings include all forms of recorded communication or representation, including letter, words, pictures, sounds, videotapes or symbols or combinations thereof.
- **Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.
- **Real evidence:** A tangible item relating directly to the case.

Hearsay evidence: is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If either Bristol Housing or the family fails to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of Bristol Housing will take effect.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing will issue a written decision, stating the reasons for the decision. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of evidence presented at the hearing. A copy of the decision will be furnished promptly to the family, within ten (10) business days of the hearing.

In rendering a decision, the hearing officer will consider the following matters:

- **Bristol Housing's Notice to the Family:** The hearing officer will determine if the reasons for Bristol Housing's decision are factually stated in the notice.
- **Discovery:** The hearing officer will determine if Bristol Housing and the family were given the opportunity to examine any relevant documents in accordance with Bristol Housing's Policy.
- **Bristol Housing Evidence to Support Bristol Housing's Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support Bristol Housing's conclusion.
- **Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD

regulations and Bristol Housing's policies. If the grounds for termination are not specified in the regulations or in the compliance with Bristol Housing policies, then the decision of Bristol Housing will be overturned.

The hearing officer will issue a written decision promptly to the family and Bristol Housing, no later than ten (10) business days after the hearing. The report will contain the following information:

Hearing Information

- Name of the participant
- Date, time and place of the hearing
- Name of Bristol Housing representative
- Name of family representative (if any)

Background: An impartial statement of the reason of the hearing

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; it is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold Bristol housing's decision.

Order: The hearing officer report will include a statement of whether Bristol Housing's decision is upheld or overturned. If it is overturned, the hearing officer will instruct Bristol housing to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct Bristol Housing to restore the participant's program status.

Procedures for Rehearing or Further Hearing

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of Bristol Housing will take effect and another hearing will not be granted.

Bristol Housing Notice of Final Decision [24 CFR 982.555(f)]

Bristol Housing is not bound by the decision of the hearing officer for matters in which Bristol Housing is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If Bristol Housing determines it is not bound by the hearing officer's decision in accordance with HUD regulations, Bristol Housing will promptly notify the family of the determination and the reason for the determination.

Bristol Housing will mail a "Notice of Final Decision" including the hearing officer's original decision, to the participant and their representative. A copy of the "Notice of Final Decision" will be maintained in Bristol Housing's file

Once the "Notice of Final Decision" has been sent, the family's time to obtain a judicial review of that decision is limited to 30 calendar days after service of the "Notice of Final Decision".

Violence Against Women Act (VAWA)

VAWA protects the rights of applicants and participants who are victims of domestic violence, dating violence, sexual assault, and/or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. Sexual assault is defined as "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent."

In general, 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 or incidents 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.

Bristol Housing requires persons claiming protection under VAWA to submit written certification of their status as a victim within fourteen (14) business days of the written request for this certification. One form to use is HUD Form 50066. Submitting HUD Form 50066 and other required documentation listed in the next paragraph would complete certification requirements. HUD Form 50066 is available in the Bristol Housing offices or on-line. A request for a reasonable accommodation may be made to alter the delivery method of HUD Form 50066.

Bristol Housing presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. Bristol Housing may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy Bristol Housing's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

(1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.

(2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record

(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under

penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

Bristol Housing may not require third-party documentation (forms 2 & 3) in addition to certification (form 10, except as specified below under "Conflicting Documentation," nor may it require certification in addition to the third-party documentation [VAWA final rule].

Full text of the VAWA law can be found in **Attachment M** of this Briefing Packet.

Responsibilities of Tenants, Landlords and Bristol Housing

TENANTS

- Pay rent on time and in full according to your lease
- Pay any utilities not furnished by owner
- Provide and maintain any appliances that the owner does not furnish
- Provide Bristol Housing program staff access for housing inspections
- Provide owner with access to make repairs
- Take care of the housing unit
- Be responsible for damage to unit or premises beyond normal wear and tear
- Abide by the terms of the lease
- **Immediately report changes in income and/or family composition to Bristol Housing**

LANDLORDS

- Screen families to determine suitability as renters
- Collect a security deposit
- Collect family's portion of rent
- Cooperate with Bristol Housing for all housing inspection matters
- Maintain units in accordance with HUD Housing Quality Standards (HQS)
- Enforce terms of the lease
- Comply with Fair Housing, state and local landlord/tenant laws
- Evict tenants who violate the lease through proper action and written notification
- Notify Bristol Housing of change or ownership or management
- Stay current with local building codes, taxes and fees

Bristol Housing

- Administer program with fiscal integrity and in accordance with federal program rules and regulations
- Provide prompt, professional service to families and landlords
- Determine family eligibility for participation in the Housing Choice Voucher Program
- Approve rents based on rent reasonableness guidelines
- Issue Housing Assistance Payments in a timely manner
- Conduct HUD required inspections
- Determine family eligibility annually and at admission to the program
- Ensure that owners and families comply with program rules
- Terminate assistance to families and owners who violate program rules

Owners and Units Ineligible for the Housing Choice Voucher Program

Ineligible Units [24 CFR 982.352(a)]

The PHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under Section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit other than a participant living in a house assisted under Bristol Housing's Home Ownership Program.

PHA-Owned Units [24 CFR 982.352(b)]

Otherwise eligible units that are owned or substantially controlled by the PHA issuing the voucher may also be leased in the voucher program. In order for a PHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and the PHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a PHA-owned unit without any pressure or steering by the PHA.

Special Housing Types [24 CFR 982 Subpart M]

HUD regulations permit, but **do not generally require**, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. The regulations do require the PHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance
- Other Section 8 assistance (including other tenant-based assistance)
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974)
- Section 101 rent supplements
- Section 236 rental assistance payments
- Tenant-based assistance under the HOME Program
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration)
- Any local or State rent subsidy

- Section 202 supportive housing for the elderly
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance)
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD.

Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises.

Rent Burden [24 CFR 982.508]

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the family share cannot exceed 40 percent of the family's adjusted monthly income. The term "family share" refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share.

HUD Limited Denial of Participation List (Banned Owners)

HUD has compiled a list of owners/landlords that have been prohibited from any future participation in the Housing Choice Voucher Program. The following link will take you the most recent updated list:

https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications

To report a bad landlord to the Multifamily Housing Complaint Line call toll-free at (800) MULTI-70 (800) 685-8470) / TTY (800) 432-2209.

OFFICE of INSPECTOR GENERAL
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OIG Fraud Bulletin

October 19, 2022

Landlord Overcharging Section 8 Tenant Fraud Scheme

The U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program (Section 8 housing) is the Federal Government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. The voucher program helps eligible HUD beneficiaries by covering a portion of their rental costs each month.

Section 8 vouchers are administered locally by public housing agencies (PHAs) who receive Federal funding from HUD to administer the voucher program. A Housing Assistance Payments Contract (HAP contract) between the landlord or owner and the PHA establishes the "total rent" received by the landlord or owner, which consists of:

- the monthly housing assistance payments by the PHA to the owner.
- the portion of rent paid by the tenant directly to the owner.

Landlords are prohibited from requiring tenants to pay rent in excess of what is authorized by HAP contracts. The Landlord may ***not*** demand or accept any rent from the tenant in excess of the contracted amount and must immediately return any excess rent payment to the tenant. Further, the Landlord may **not** charge HUD-assisted tenants higher rents for Section 8 funded units than they charge to other tenants in units that are not funded with Section 8 vouchers.

Landlords cannot change the rent without obtaining approval from the local housing authority and cannot avoid Federal rent limits by making side deals with tenants.

Additional Fees or Charges - Section 8 landlords may require additional side payments from tenants above the rents stated in the lease or reported to the housing authority as a condition of leasing, however, **nonpayment of any such additional charges is not grounds for termination of tenancy**. These additional payment demands may include rental charges for:

- washers and dryers
- renter's insurance
- parking (covered and uncovered)
- garage rental
- storage space rental
- month-to-month lease fees
- pest and bedbug control
- internet and cable service

- any meals or supportive services or furniture which may be provided by the owner
- any items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises

Threatening to evict tenants or in fact evicting tenants for failure to pay any of these additional charges is illegal. Deducting any unpaid additional charges from tenants' security deposits is also prohibited.

Improperly requiring tenants to pay rent in excess of what is authorized by the applicable HAP contract is a potential criminal or civil violation of the law.

Report suspected fraud to the HUD Office of Inspector General Hotline at 1-800-347-3735 or visit our website at, https://www.hudoig.gov/hotline.

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ATTATCHMENTS

Section 8
Housing Choice Voucher Program

Payment Standards at 120%
Effective January 1, 2024*

Number of Bedrooms*	Bristol 37620 Blountville 37617 Kingsport 37660	Bluff City 37618	Piney Flats 37686
0	$812	$840	$1,056
1	$860	$888	$1,116
2	$1,086	$1,128	$1,404
3	$1,415	$1,464	$1,824
4	$1,602	$1,668	$2,076
5	$1,842	$1,918	$2,387

FY 2024 Income Limits Documentation System

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income (Click for More Detail)	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Kingsport-Bristol-Bristol, TN-VA MSA	$70,300	Very Low (50%) Income Limits ($) (Click for More Detail)	24,650	28,150	31,650	**35,150**	38,000	40,800	43,600	46,400
		Extremely Low Income Limits ($)* (Click for More Detail)	15,060	20,440	25,820	**31,200**	36,580	40,800*	43,600*	46,400*
		Low (80%) Income Limits ($) (Click for More Detail)	39,400	45,000	50,650	**56,250**	60,750	65,250	69,750	74,250

NOTE: **Sullivan County** is part of the **Kingsport-Bristol-Bristol, TN-VA MSA**, so all information presented here applies to all of the Kingsport-Bristol-Bristol, TN-VA MSA.

The **Kingsport-Bristol-Bristol, TN-VA MSA** contains the following areas: Hawkins County, TN; Sullivan County, TN; Scott County, VA; Washington County, VA; and Bristol city, VA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2024 Fair Market Rent documentation system.

For last year's Median Family Income and Income Limits, please see here:

FY2023 Median Family Income and Income Limits for Kingsport-Bristol-Bristol, TN-VA MSA

Select a different county or county equivalent in Tennessee:

Sequatchie County
Sevier County
Shelby County
Smith County
Stewart County
Sullivan County

Select county or county equivalent

Select any FY2024 HUD Metropolitan FMR Area's Income Limits:

Kingsport-Bristol-Bristol, TN-VA MSA

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL for Bookmarking or Emailing

Prepared by the Program Parameters and Research Division, HUD.

What is income?

- Wages earned
- Unemployment payments
- Social Security payments
- SSI payments
- Veterans benefits
- Some insurance policies
- Self-employment wages for any family member
- Child Support – Court ordered
- Child Support – Not Court Ordered
- Scholarships and grants for college for some family members
- Income from Donating Plasma
- Money that friends or family give you regularly
- Expenses others pay for you

Does someone pay your cell phone bill?
That's income!
Does someone pay for gas for your car?
That's income!
Does someone pay your auto insurance?
That's income!

BRISTOL HOUSING

Serving elderly, disabled & low income citizens of
Bristol and Sullivan County, Tennessee
204 Bluff City Hwy.• Bristol, TN 37620-4215

WHAT VOUCHER HOLDERS MUST REPORT TO BRISTOL HOUSING

All Voucher Holders Must Report the Following Items to their Bristol Housing HCV Case Worker <u>in Writing</u> within 10 days of the event:

- New Income
- A Loss of Income
- A Reduction in Income
- An Increase in Income
- New Family Members
- Family Members Leaving the Home
- Repairs Needed at the Unit – After the Landlord has Reasonable Time to Make Repairs
- Telephone Number Changes
- Changes to Utilities – Example: Tenant is now responsible for paying the water at the unit
- Changes to Appliances – Example: Refrigerator supplied by Owner is Removed and Tenant now Furnishes the Refrigerator
- Eviction Notices

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections**: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer**: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation**: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

(2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Request for Tenancy Approval

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection

9. Structure Type

- ☐ Single Family Detached (one family under one roof)
- ☐ Semi-Detached (duplex, attached on one side)
- ☐ Rowhouse/Townhouse (attached on two sides)
- ☐ Low-rise apartment building (4 stories or fewer)
- ☐ High-rise apartment building (5+ stories)
- ☐ Manufactured Home (mobile home)

10. If this unit is subsidized, indicate type of subsidy:

- ☐ Section 202 ☐ Section 221(d)(3)(BMIR)
- ☐ Tax Credit ☐ HOME
- ☐ Section 236 (insured or uninsured)
- ☐ Section 515 Rural Development
- ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____

11. Utilities and Appliances

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

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

12. Owner's Certifications

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

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

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

c. Check one of the following:

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

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

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

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Bristol Housing - Section 8 Housing Choice Voucher Program

~~TENANT RESPONSIBILITIES~~

I/We_____, are participants in Bristol Housing's Section 8 Housing Choice Voucher Program. By initialing each statement below I/we agree that I/we have read, or someone has read to me/us the following statements. I/we understand and agree to the following conditions of my/our voucher.

_____1. My family shall be responsible for fulfilling all of the obligations of the Housing Choice Voucher issued by Bristol Housing.

_____2. My family agrees to abide by all terms of the the written rental agreement (or lease) entered into with the owner.

_____3. My family shall notify Bristol Housing **in writing** of any changes in income or family size **within (10) days** of the change.

_____4. If at any time during the year, anyone in my family moves in or out, I/we **must notify Bristol Housing in writing immediately**. A person who stays overnight at my home more than **fourteen (14) nights per year** or who uses my address for their mail is considered to be a resident in my household.

_____5. My family must immediately advise the owner of any repairs that are needed in my rental unit. If the owner cannot be reached by telephone, I/we must mail a written complaint to the landlord with a copy forwarded to Bristol Housing. If the owner does not make the necessary repairs within a reasonable amount of time, I/we will notify **Bristol Housing in writing**.

_____6. My family is financially responsible for any tenant related damages to our rental unit. My family must leave our rental unit in the same condition it was when first leased.

_____7. My rental unit must be kept in a decent, safe and sanitary manner in accordance with the lease and utilities must be connected at all times.

_____8. My family must not engage in drug related, violent or any other criminal activity that threatens the health, safety or peaceful enjoyment of another. The arrest of any family member must be reported in writing to Bristol Housing within ten (10) days of the arrest.

_____9. I/We understand that if we miss two (2) scheduled appoints with Bristol Housing, our housing choice voucher will be terminated and I/we will be responsible for paying the entire portion of rent due under the lease agreement.

_____10. I/We agree to use the leased unit as our only place of residence and further agree that we will not sublet or rent out space in the unit to other individuals not approved by Bristol Housing.

_____11. I/we understand that we may not rent from a landlord who is the mother, father, grandmother, grandfather, sister or brother of any member of our family as approved by Bristol Housing.

_____12. I/We understand that failing to abide by the above obligations will result in termination of our voucher.

Warning!

Tennessee law makes it a crime to receive housing assistance or reduced rent in subsidized housing programs by giving false information to the housing provider.

_____ _____

Signature of Head of Household Date

_____ _____

Signature of Other Adult Date

_____ _____

HCV Coordinator/HCV Assistant Date

Serving elderly, disabled & low income citizens of
Bristol and Sullivan County, Tennessee
204 Bluff City Hwy.• Bristol, TN 37620-4215

MEMORANDUM

TO: **Board of Commissioners**

DATE: **9-27-23**

FROM: **Regina Edwards, CFO**

SUBJECT: **Section 8 HCV Utility Allowances**

Each public housing authority (PHA) that administers a Section 8 HCV Program is required to calculate a utility allowance for each assisted unit. This allowance is an estimate of the selected unit's utility expenses for one month and is arrived at using data from HUD, utility providers, weather sources, the type of unit and bedroom size of the family's voucher. HUD requires the PHA's utility allowances be reviewed annually and updated if the allowances increase or decrease by 10% or more.

Bristol Housing staff uses a combination of sources to update these allowances. THDA, the state housing authority, publishes utility allowances for most counties in Tennessee annually for use in the Section 8 HCV Programs they administer. In an effort to save time and money, Bristol Housing has chosen to use most of THDA's allowances for Sullivan County. After reviews of the actual utility expenses for water, sewer & trash in the 144 apartments in the "Family Units – AMP 1" that are located in the city limits, and the water, sewer and trash expenses of staff members who live outside of the city of Bristol, in Sullivan County, THDA's sewer expenses seemed excessively high. Since 73% of program participants reside in the city limits of Bristol, TN the sewer averages for those 144 units was used to establish the sewer rates for the S8 HCV utility allowances.

The proposed schedules are attached for your review and have a planned implementation date of 12/1/23. These schedules will be used in each family's rent calculation as the family's rent will be reduced by their individual utility allowance. I have also attached a calculation sheet to show you how these are used to determine the family's rent.

The following allowances are used to determine the total cost of tenant-furnished utilties and appliances.

Locality/PHA	Unit Type	Date
Bristol & Sullivan County, TN	**Single Family Home**	**12/1/2023**

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	19	22	25	28	31	35
	Bottle Gas	99	117	134	151	168	186
	Electric	28	33	39	44	49	53
Cooking	Natural Gas	21	21	22	23	24	25
	Bottle Gas	10	12	17	22	27	33
	Electric	4	5	7	9	11	13
Other Electric		32	36	45	55	65	75
Air Conditioning		4	4	10	15	21	26
Water Heating	Natural Gas	5	6	9	12	15	18
	Bottle Gas	29	34	49	64	79	94
	Electric	12	14	18	22	26	30
Water		17	18	28	42	56	70
Sewer		14	15	20	22	32	37
Trash Collection		15	15	15	15	15	15
Range/Microwave		17	17	17	17	17	17
Refrigerator		21	21	21	21	21	21

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Other	$
Range/Microwave	$
Refrigerator	$
Total	$

Previous editions are obsolete

The following allowances are used to determine the total cost of tenant-furnished utilties and appliances.

Locality/PHA		Unit Type				Date	
Bristol & Sullivan County, TN		**Low Rise Apts. 2 - 4 Units**				**12/1/2023**	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	21	25	27	29	30	32
	Bottle Gas	114	134	144	153	163	172
	Electric	18	21	27	33	39	45
Cooking	Natural Gas	21	21	22	23	24	25
	Bottle Gas	10	12	17	22	27	33
	Electric	4	5	7	9	11	13
Other Electric		28	31	39	48	56	64
Air Conditioning		5	6	9	11	14	16
Water Heating	Natural Gas	5	6	9	12	15	18
	Bottle Gas	29	34	49	64	79	94
	Electric	12	14	18	22	26	30
Water		17	18	28	42	56	70
Sewer		14	15	20	22	32	37
Trash Collection		15	15	15	15	15	15
Range/Microwave		17	17	17	17	17	17
Refrigerator		21	21	21	21	21	21

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Other	$
Range/Microwave	$
Refrigerator	$
Total	$

Previous editions are obsolete

The following allowances are used to determine the total cost of tenant-furnished utilties and appliances.

Locality/PHA		Unit Type				Date	
Bristol & Sullivan County, TN		**High Rise Apts. (5 + Units)**				**12/1/2023**	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	13	15	18	20	22	24
	Bottle Gas	69	82	94	106	118	130
	Electric	12	15	20	24	29	34
Cooking	Natural Gas	21	21	22	23	24	25
	Bottle Gas	10	12	17	22	27	33
	Electric	4	5	7	9	11	13
Other Electric		25	28	34	41	48	54
Air Conditioning		5	6	8	10	12	14
Water Heating	Natural Gas	4	5	7	10	12	14
	Bottle Gas	23	27	39	51	63	75
	Electric	9	11	14	18	21	24
Water		17	18	28	42	56	70
Sewer		14	15	20	22	32	37
Trash Collection		15	15	15	15	15	15
Range/Microwave		17	17	17	17	17	17
Refrigerator		21	21	21	21	21	21

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Other	$
Range/Microwave	$
Refrigerator	$
Total	$

Previous editions are obsolete

Allowances for
Tenant-Furnished Utilities
and Other Services

U.S. Department of Housing
and Urban Development

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilties and appliances.

Locality/PHA	Unit Type	Date
Bristol & Sullivan County, TN	**Manufactured Home**	**12/1/2023**

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	16	19	21	24	27	30
	Bottle Gas	84	99	114	128	143	158
	Electric	30	35	36	37	38	39
Cooking	Natural Gas	21	21	22	23	24	25
	Bottle Gas	10	12	17	22	27	33
	Electric	4	5	7	9	11	13
Other Electric		32	36	45	55	65	75
Air Conditioning		4	5	9	13	17	20
Water Heating	Natural Gas	5	6	9	12	15	18
	Bottle Gas	29	34	49	64	79	94
	Electric	12	14	18	22	26	30
Water		17	18	28	42	56	70
Sewer		14	15	20	22	32	37
Trash Collection		15	15	15	15	15	15
Range/Microwave		17	17	17	17	17	17
Refrigerator		21	21	21	21	21	21

Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	$
Cooking	$
Other Electric	$
Air Conditioning	$
Water Heating	$
Water	$
Sewer	$
Trash Collection	$
Other	$
Range/Microwave	$
Refrigerator	$
Total	$

Previous editions are obsolete

form **HUD-52667** (4/2023)

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

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.
Things that a home must have in order approved by the PHA, and
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read A Good Place to Live. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.
Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling
A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls
Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity
At least two electric outlets, or one outlet and one permanent overhead light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor
A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window
At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

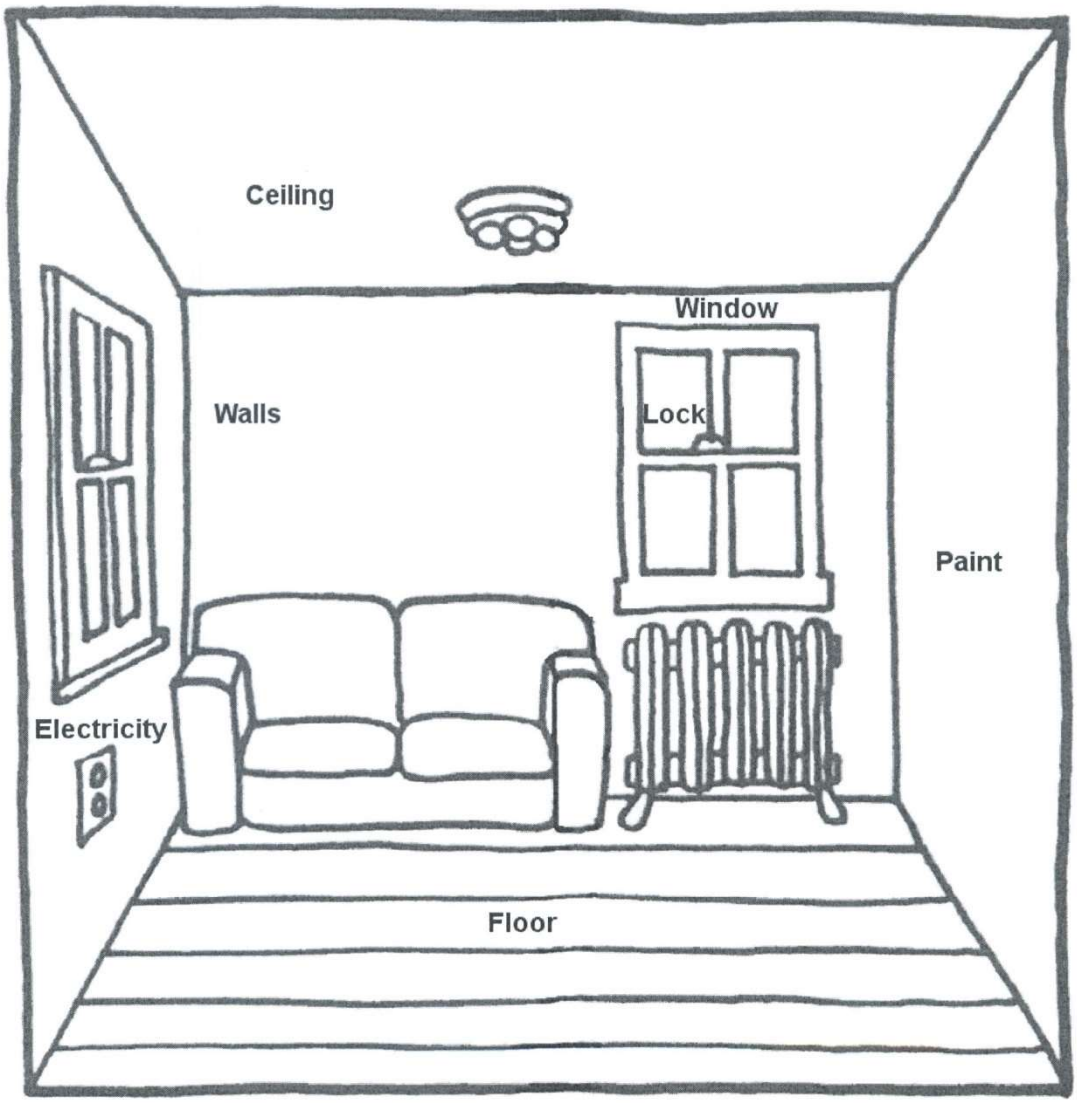
- The condition of the windows.
  -- Are there small cracks in the panes?

- The amount of weatherization around doors and windows.
  -- Are there storm windows?
  -- Is there weather stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floor.
  -- Is it scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Electricity
Floor

2. Kitchen

The Kitchen must have:

Ceiling
A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage
Some space to store food.

Electricity
At least one electric outlet and one permanent light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven
A stove (or range) and oven that works (This can be supplied by the tenant)

Floor
A floor that is in good condition.
Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area
Some space to prepare food.

Paint
No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window
If there is a window, it must be in good condition.

Lock
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls
Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area
Some space to serve food.

- A separate dining room or dining area in the living room is all right.

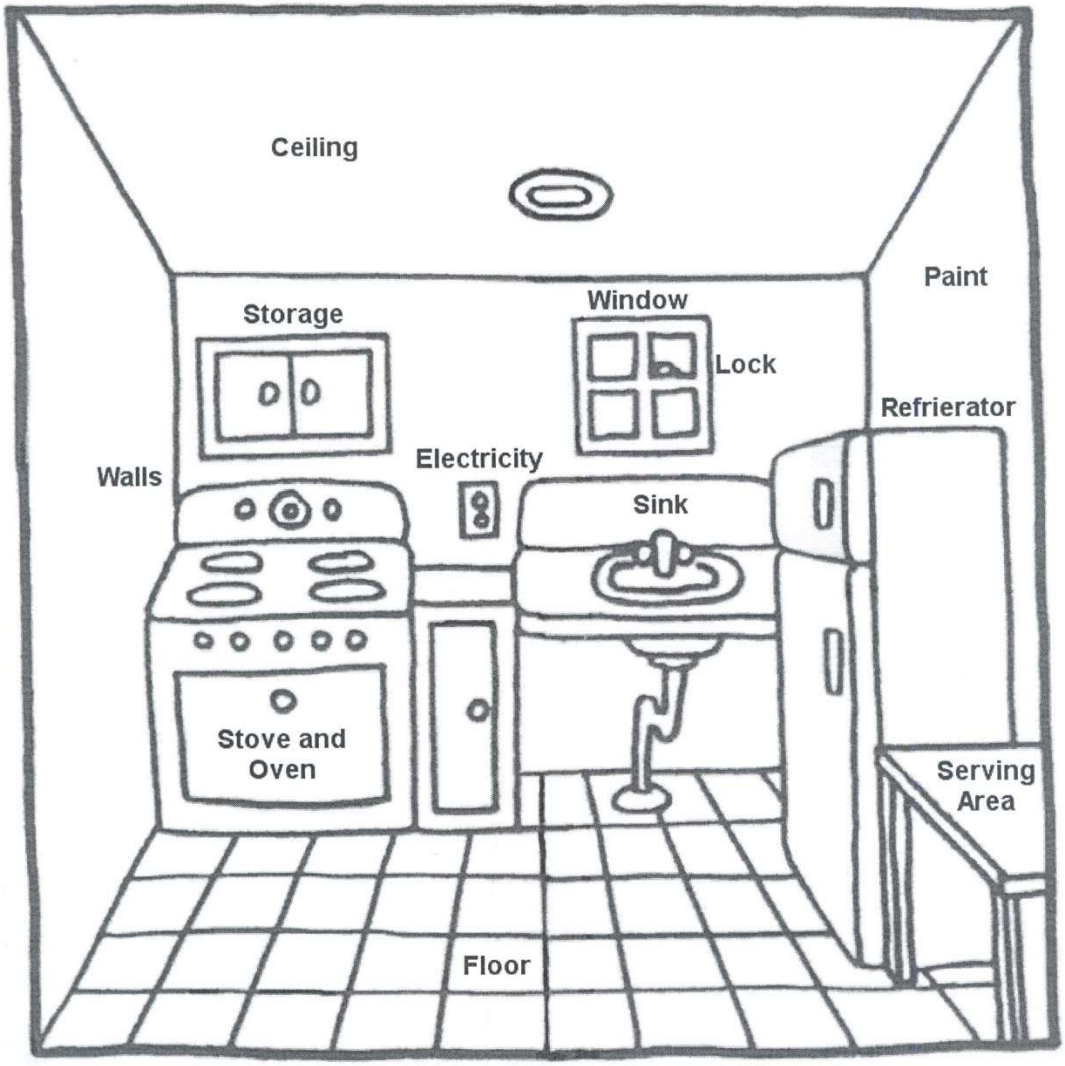
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

Sink
A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.


Ceiling
Paint
Storage
Window
Lock
Refrierator
Walls
Electricity
Sink
Stove and
Oven
Serving
Area
Floor

3. Bathroom

The Bathroom must have:

Ceiling
A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window
A window that opens or a working exhaust fan.

Lock
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet
A flush toilet that works.

Tub or Shower
A tub or shower with hot and cold running water.

Floor
A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls
Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity
At least one permanent overhead or wall light fixture.

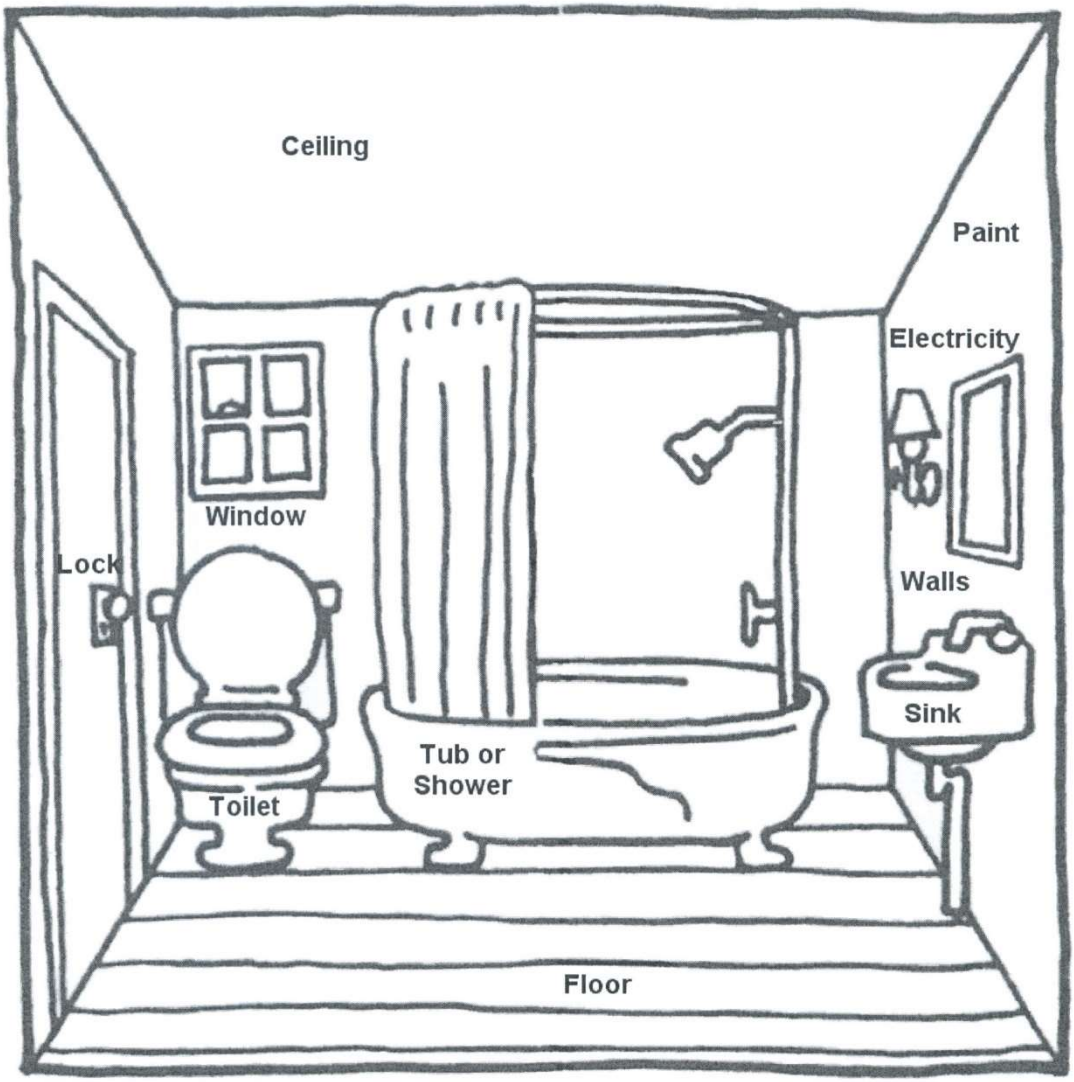
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink
A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.


Ceiling
Paint
Electricity
Window
Lock
Walls
Sink
Tub or
Shower
Toilet
Floor

4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling
A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls
Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms
Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor
A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
  -- Can you use them the way you want to?

- The type of locks on windows and doors.
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

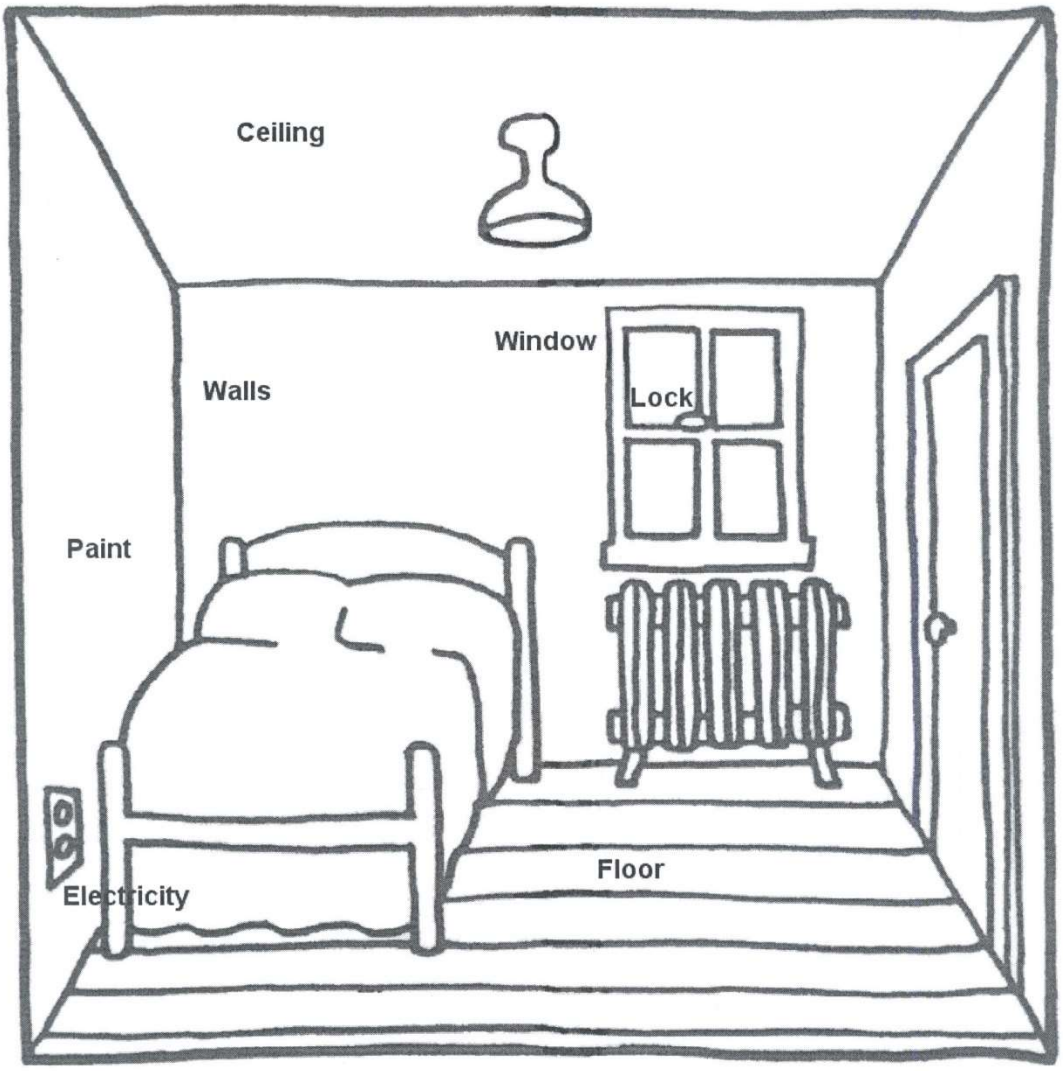
- The condition of the windows.
  -- Are there small cracks in the panes?

- The amount of weatherization windows.
  -- Are there storm windows?
  -- Is there weather-stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floors.
  -- Are they scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Floor
Electricity

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof
A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails
Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls
Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation
A foundation in good condition that has no serious leaks.

Water Supply
A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage
A plumbing system that in connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys
No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint
No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling
Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing
Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater
A water heater located, equipped, and installed in a safe manner. Ask the manager.

Heat
Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

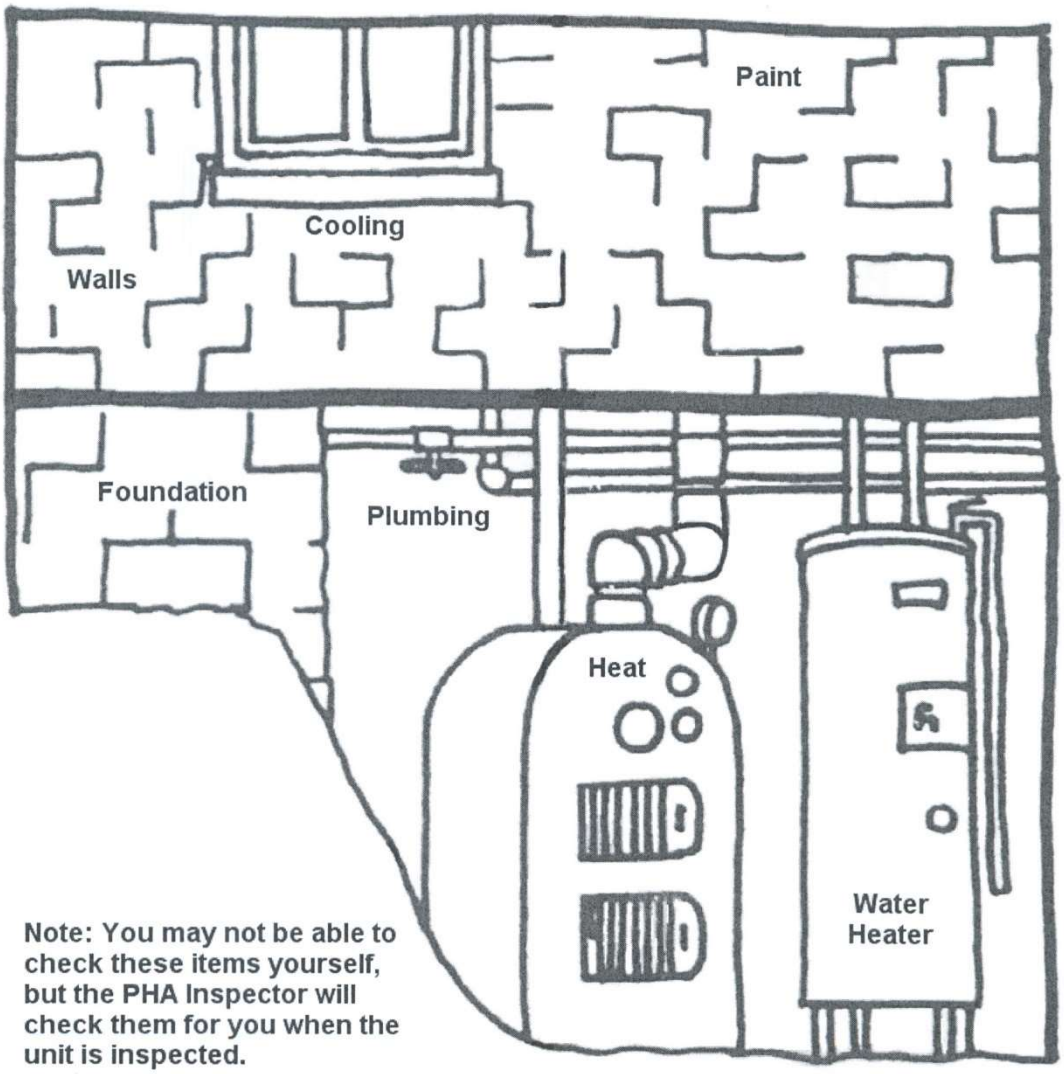
You should also think about:

- How well maintained the apartment is.

- The type of heating equipment.
  --Will it be able to supply enough heat for you in the winter, to all rooms used for living?

- The amount and type of weatherization and its affect on utility costs.
  -- Is there insulation?
  -- Are there storm windows?
  -- Is there weather-stripping around the windows and doors?

- Air circulation or type of cooling equipment (if any).
  -- Will the unit be cool enough for you in the summer?


Paint
Cooling
Walls
Foundation
Plumbing
Heat
Water
Heater
Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors
At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits
The building must provide an alternate means of exit in care of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators
Make sure the elevators are safe and work properly.

Entrance
An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood
No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage
No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights
Lights that work in all common hallways and interior stairs.

Stairs and Hallways
Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

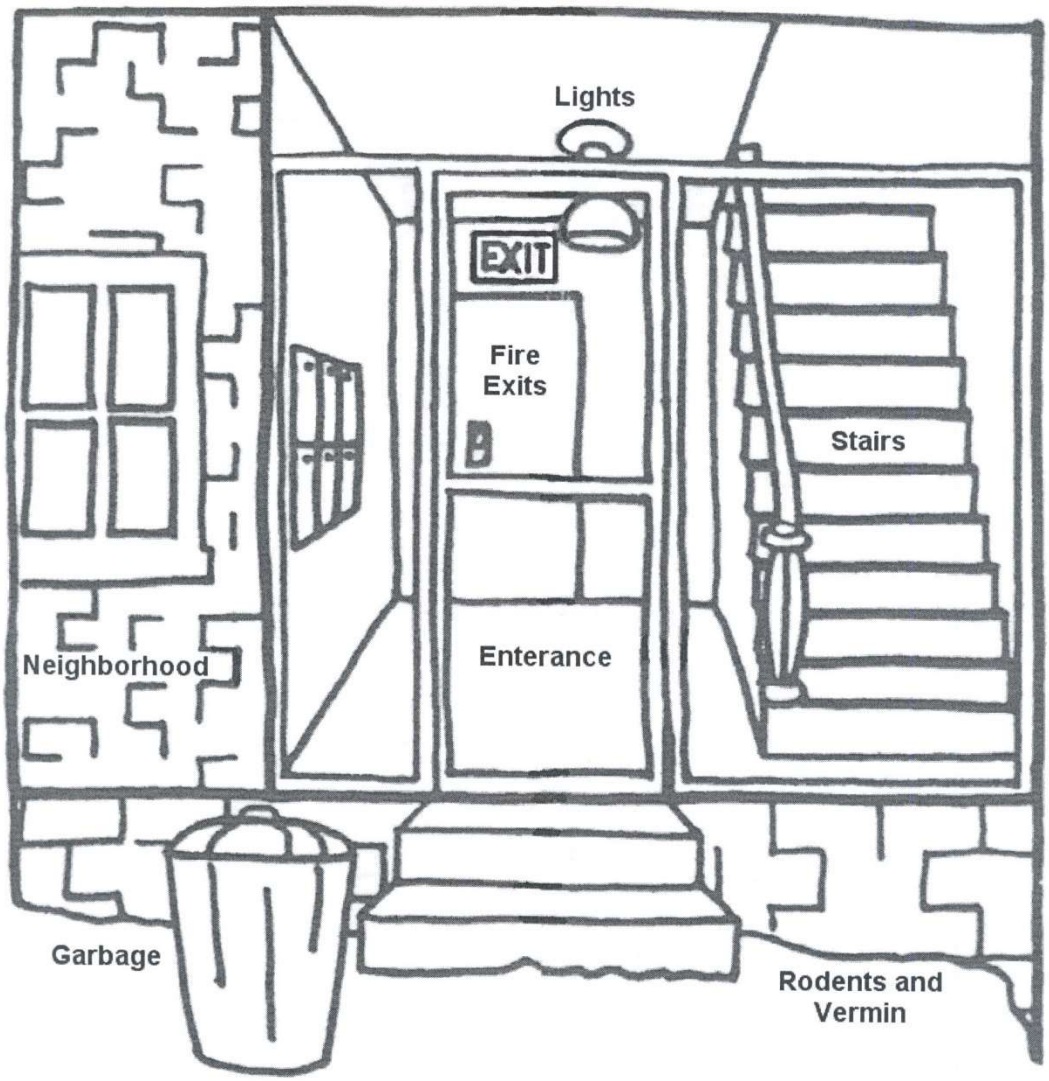
Pollution
No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs
Manufactured homes must be place on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
  --Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
  --Are there stores nearby?
  --Are there schools nearby?
  --Are there hospitals nearby?
  --Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilizes be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure give to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.

- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the R*equest for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do if yourself.

It the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

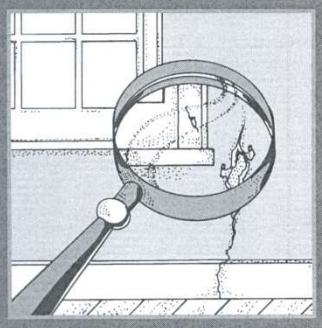
- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.



Protect Your Family From Lead In Your Home





United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

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IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

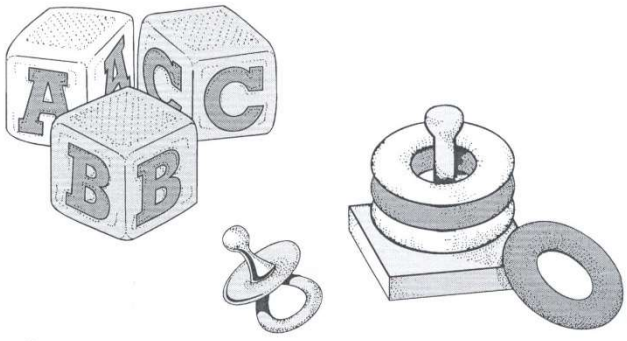
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



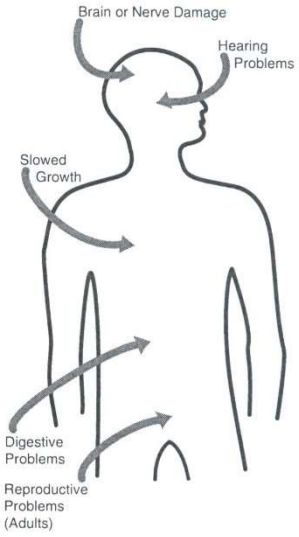
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside *and* outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in one of two ways, or both:

- A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:



- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

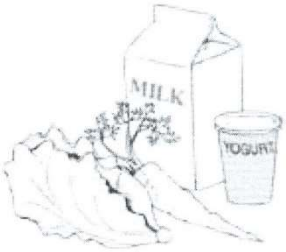
If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:



- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

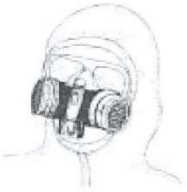


- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas**.
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.



Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

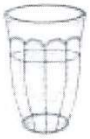
Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.





- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD.**

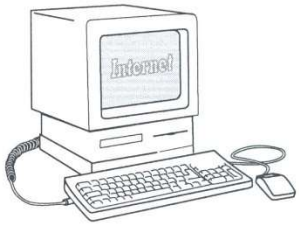


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **www.cpsc.gov.**



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

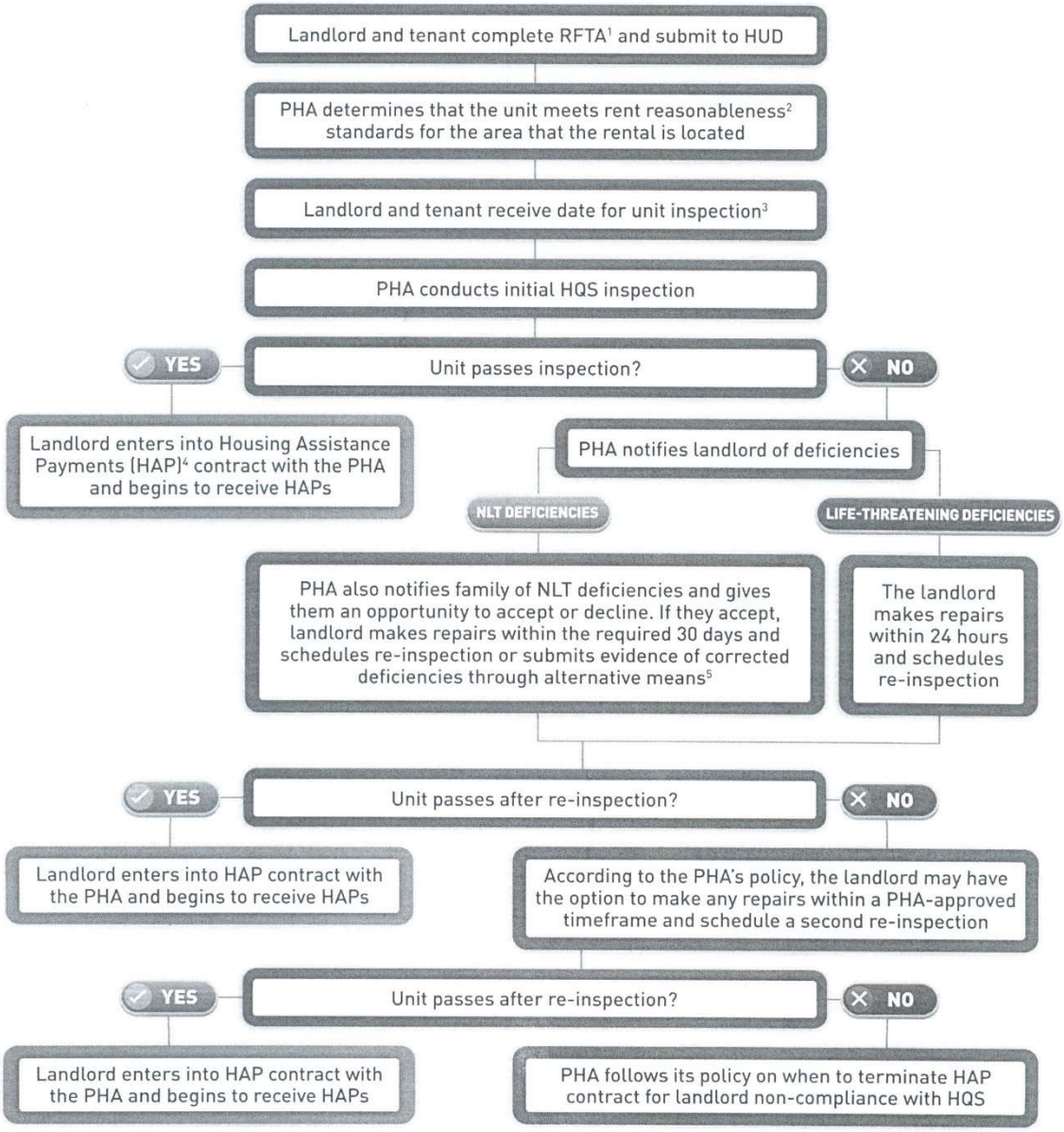
- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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Housing Quality Standards (HQS) Initial Inspection Flowchart

Initial Inspections

When the family finds a unit that they wish to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the unit meets Housing Quality Standards (HQS). Landlords may want to review HUD's list of Frequently Asked Questions about HQS. Landlords may also want to contact their PHA(s), as they may be able to find useful information such as common HQS non-life-threatening (NLT) and life-threatening deficiencies.



Most Common Fail Conditions In A Unit

Due to the high rate of units failing the annual inspection, this notice contains guidelines that all owners and tenants should review. All "failed" conditions must be resolved.

Past inspections indicate the most common "fail" problems to be:

##	Problem	Solution
01.	Smoke detector not working*	Replace or install battery, or replace smoke detector if it's not working properly.
02.	Missing or cracked outlet and switch covers	Replace covers.
03.	Broken or cracked window and door glass	Tape, or replace if glass has sharp edges.
04.	Bathroom fan not working	Repair or replace.
05.	Tripping hazards such as loose carpet	Secure area causing the hazard by nailing or taping.
06.	Closet doors not attached	Repair or replace.
07.	Infestation	Clean unit; remove all debris, garbage, trash, and dirty clothes; have unit treated.
08.	Windows/doors nonworking or missing locks	Replace or repair.
09.	Excessive garbage and debris, interior and exterior	CLEAN UP! Put all garbage and debris in the proper receptacles.
10.	Fire exits blocked	MOVE THAT JUNK! This endangers you and your family's life.
11.	Stove Burners and control knobs	Missing control knobs need to be replaced. Burners and oven not working should be repaired and/or replaced.

*State law also requires smoke detectors. If we find them not working, you have 24 hours to get them working. Smoke detectors are needed on every level of the unit INCLUDING basements.

TENANTS: If you are responsible for any of the above "failed" conditions, you need to take care of getting them fixed. Call your landlord for items requiring him/her to repair or replace.

LANDLORDS: You should occasionally check your property; do routine maintenance as needed. Make required repairs in a timely manner.

This list is intended to help both tenants and landlords repair items prior to the annual inspection date and to help maintain the property in a safe, sanitary, and decent manner.

Bristol Housing

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the **Section 8 Housing Choice Voucher Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under the **Section 8 Housing Choice Voucher Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Section 8 Housing Choice Voucher Program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Section 8 Housing Choice Voucher Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

Removing the Abuser or Perpetrator from the Household

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

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

In removing the abuser or perpetrator from the household, Bristol Housing must follow Federal, State, and local eviction procedures. In order to divide a lease, Bristol Housing may, but is not

required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

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

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If Bristol Housing does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, Bristol Housing may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Bristol Housing may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the *premises* during the 90-calendar-day period before you request a transfer. If you are a

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

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

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

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

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

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

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

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

If Bristol Housing receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other

petitioning household members as the abuser or perpetrator), Bristol Housing has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Bristol Housing does not have to provide you with the protections contained in this notice.

Confidentiality

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

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

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

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

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

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

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

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

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

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

Other Laws

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

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

Non-Compliance with The Requirements of This Notice
You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the **Department of Housing and Urban Development, 710 Locust Street, Suite 300, Knoxville, TN 37902.**

For Additional Information

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

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

For questions regarding VAWA, please contact **Regina Edwards, the Section 8 Housing Choice Voucher Program manager, at 204 Bluff City Hwy., Bristol, TN 37620 or by calling 423-274-8150, ext. 111.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Abuse Alternatives at 423-764-2287.**

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

For help regarding sexual assault, you may contact the **Bristol Tennessee Police Department by calling 911 or 423-989-5600.**

Victims of stalking seeking help may contact the **Bristol Tennessee Police Department by calling 911 or 423-989-5600.**

Attachment: Certification form HUD-5382

Form HUD-5380
(12/2016)

BRISTOL HOUSING

Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Bristol Housing is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),[1] Bristol Housing allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2] The ability of Bristol Housing to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Bristol Housing has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development

[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

(HUD), the Federal agency that oversees that the **Section 8 Housing Choice Voucher Program** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

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

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify Bristol Housing's management office and submit a written request for a transfer. Bristol Housing will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Bristol Housing's program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

Bristol Housing will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Bristol Housing written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Bristol Housing's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

Bristol Housing cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. Bristol Housing will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Bristol Housing may be unable

to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If Bristol Housing has no safe and available units for which a tenant who needs an emergency is eligible, Bristol Housing will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, Bristol Housing will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter **(Abuse Alternatives 423-764-2287)** for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

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

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

U.S. Department of Housing and Urban Development

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

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

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

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

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

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

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

Form HUD-5382
(12/2016)

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

1. **Date the written request is received by victim:** _____

2. **Name of victim:** _____

3. **Your name (if different from victim's):** _____

4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____

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

_____

7. **Relationship of the accused perpetrator to the victim:** _____

8. **Date(s) and times(s) of incident(s) (if known):** _____

_____

10. **Location of incident(s):** _____

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

_____

_____

_____

_____

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

Signature _____ Signed on (Date) _____

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

Form HUD-5382
(12/2016)

EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

U.S. Department of Housing and Urban Development

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

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

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

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

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

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's)_____

3. Name(s) of other family member(s) listed on the lease:_____

_____

4. Name(s) of other family member(s) who would transfer with the victim:_____

_____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim:_____

7. Name of the accused perpetrator (if known and can be safely disclosed):_____

8. Relationship of the accused perpetrator to the victim:_____

9. Date(s), Time(s) and location(s) of incident(s):_____

_____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

_____

_____

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Form HUD-5383
(12/2016)

Important Information for Applicants/Tenants and/or Program Participants

Nondiscrimination

If an applicant or participant believes that any family member has been discriminated against by Bristol Housing or a landlord participating in the Section 8 Housing Choice Voucher Program, the family should advise Bristol Housing. HUD requires Bristol Housing to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, Bristol Housing is required to provide the applicant or participant with information about how to file a discrimination complaint (24 CFR 982.304).

Applicants or participant families who believe they have been subject to unlawful discrimination may notify Bristol Housing either orally or in writing. Bristol Housing will attempt to remedy discrimination complaints made against Bristol Housing or a landlord participating in the Section 8 Housing Choice Voucher Program. Bristol Housing will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO). Bristol Housing will provide assistance in completing the form if requested by the applicant or participant family. The applicant or participant family may choose to contact HUD directly with their claim of discrimination or may call the Fair Housing Complaint Hotline at 1-800-440-8091.

Reasonable Accommodation

If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact/notify Bristol Housing. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling (Joint Statement of the Department of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for Bristol Housing, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Persons requesting a reasonable accommodation may do so by contacting Bristol Housing office personnel at 423-274-8150. A request may also be made by contacting Steve Scyphers, Section 504 Coordinator, by calling 423-274-8160 or in writing to 204 Bluff City Hwy., Bristol, TN 37620-4215.

VAWA - Violence Against Women Act

VAWA's primary objective is to reduce violence against women (or men) and to protect, or increase the protection of, the safety and confidentiality of women (or men) who are victims of abuse. VAWA prohibits public housing agencies (PHAs) from denying public housing or housing choice voucher assistance because an applicant has been a victim of sexual assault, domestic violence or stalking, provided that such person is otherwise qualified for admission/participation. VAWA also prohibits private landlords from refusing to rent to an individual because the person is a victim. VAWA ensures that victims of abuse in public housing or subsidized housing will not risk homelessness when they seek assistance to end a violent relationship. Bristol Housing or subsidized landlords can request proof that the applicant/tenant is a victim. The victim has 14 business days to provide such documentation or proof. If you are a victim of sexual assault, domestic violence, dating violence, or stalking and are seeking housing assistance please notify our office. HUD requires Bristol Housing to comply with VAWA and to maintain confidentiality of tenant records relating to victims of abuse.

Informal Review and Informal Hearing Rights

Certain Bristol Housing actions or decisions require an offer of an informal review or informal hearing. Following these actions or decisions, Bristol Housing must give an applicant or participant prompt written notice of the family's right to ask for an informal review or an informal hearing to determine whether Bristol Housing's decision is in accordance with the law, HUD regulations, and Bristol Housing policies. Should you desire an informal review or a hearing, you must notify Bristol Housing in writing within 10 calendar days of notification of the adverse action or decision. Individuals may also contact Legal Aid of East Tennessee at 311 W. Walnut Street, Johnson City, TN 37605-0360 or at 1-800-821-1312.

Report Housing Discrimination

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

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- ☐ Because of race
- ☐ Because of color
- ☐ Because of religion
- ☐ Because of national origin (including limited English proficiency)
- ☐ Because of disability
- ☐ Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- ☐ Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- ☐ Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- ☐ Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- ☐ Other reason (explain below)

- ☐ **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name):

Last name:

Relationship to you: (e.g. landlord, lender, real estate agent)

Address:

Business name or job title:

Phone number 1: Phone number 2:

Email address:

Location (for example, name of residential rental or sales property, public entity, business, or bank):

Street address: Apt. or unit:

City: State: ZIP:

☐ **More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):

Street address: Apt. or unit:

City: State: ZIP:

QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

☐ **The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.**

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

NOTE: Continued on next page

What happened? (continued):

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name: Last name:

Phone number: ☐ Cell phone?

Email address(es):

Preferred contact: ☐ Phone ☐ Email ☐ Other

Best time to call: ☐ Morning ☐ Afternoon Preferred language(s):

Street address: Apt. or unit:

City: State: ZIP:

Your mailing address

Street Address: Apt. or unit:

City: State: Zip:

Second Point of Contact

First name: Last name:

Phone number: Email address:

Relationship to you (optional)

☐ Family member or friend

☐ Attorney

☐ Fair housing advocate or representative

☐ Other

FORM INSTRUCTIONS

Where to mail, email, or fax your claim form

Submit online at www.hud.gov/fairhousing/fileacomplaint or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you a soon as possible.

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT
Mail:
FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 321
Boston, MA 02222
Email: ComplaintsOffice01@hud.gov
Fax: Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands
Mail:
FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532 New York, NY 10278
Email: ComplaintsOffice02@hud.gov
Fax: Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV
Mail:
FHEO Region 3 The Wanamaker Building
100 Penn Square East, 12th Floor Philadelphia, PA 19107
Email: ComplaintsOffice03@hud.gov
Fax: Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN
Mail:
FHEO Region 4 Five Points Plaza 40 Marietta NW St.,
16th Floor Atlanta, GA 30303
Email: ComplaintsOffice04@hud.gov
Fax: Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI
Mail:
FHEO Region 5 Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604
Email: ComplaintsOffice05@hud.gov
Fax: Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX
Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Email: ComplaintsOffice06@hud.gov
Fax: Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE
Mail:
FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101
Email: ComplaintsOffice07@hud.gov
Fax: Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY
Mail:
FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway Denver, CO 80202
Email: ComplaintsOffice08@hud.gov
Fax: Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV
Mail:
FHEO Region 9 One Sansome St. Suite
1200 San Francisco, CA 94104
Email: ComplaintsOffice09@hud.gov
Fax: Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA
Mail:
FHEO Region 10 Seattle Federal Office Building
900 First Avenue, Room 205 Seattle, WA 98104
Email: ComplaintsOffice10@hud.gov
Fax: Call (206) 220-5170 for assistance

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity (FHEO)
HUD-903.1

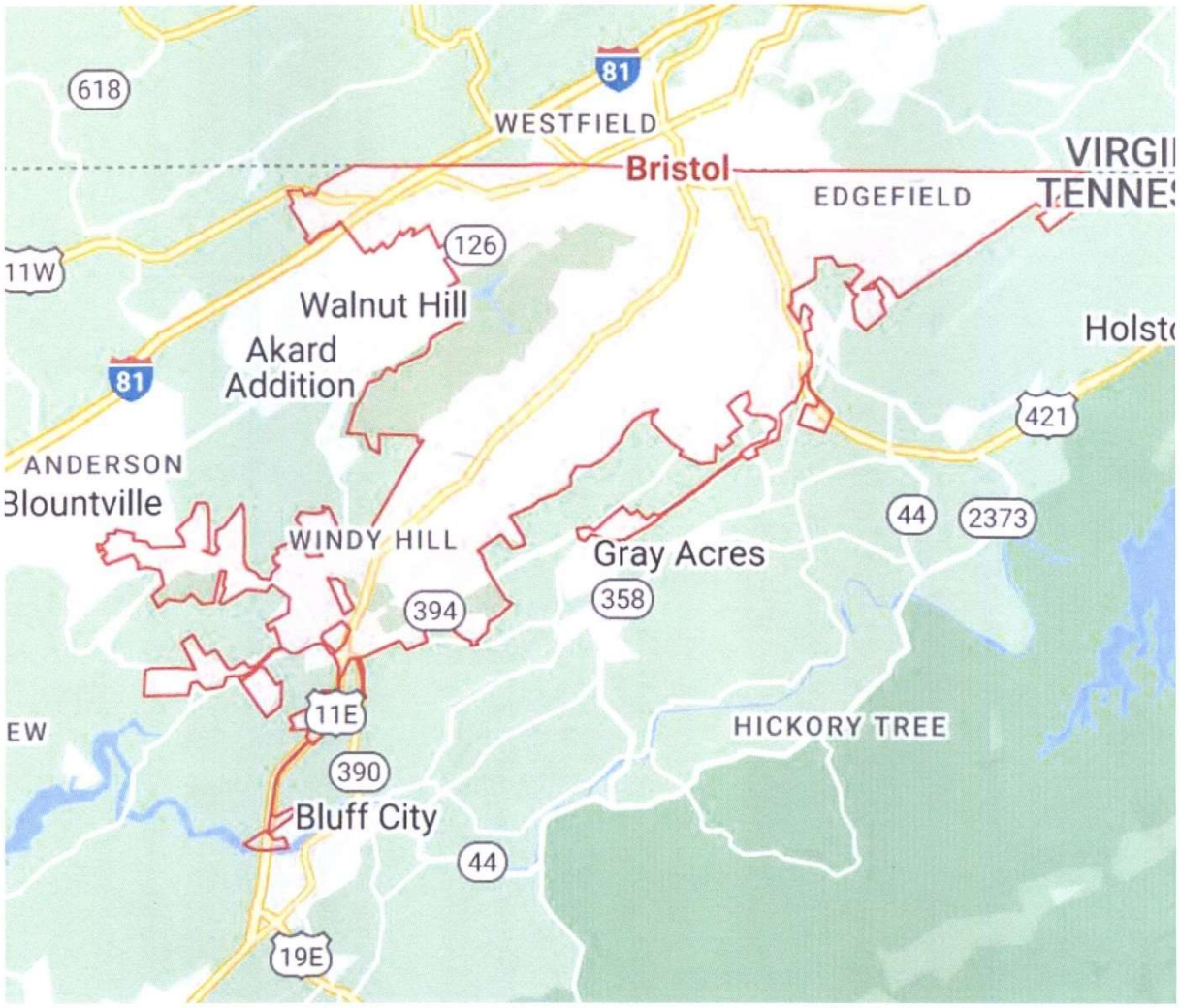
An official form of the United States Government
OMB Control #: 2529-0011
Expiration Date: 12/31/23

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The public reporting burden for this collection of information is estimated to average 0.75 hours, 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 Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529–0011. 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.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.


618
81
WESTFIELD
Bristol
VIRGI
TENNES
EDGEFIELD
126
11W
Walnut Hill
Akard
Addition
Holst
81
421
ANDERSON
Blountville
WINDY HILL
Gray Acres
44
2373
358
394
11E
EW
HICKORY TREE
390
Bluff City
44
19E

Bristol Housing Jurisdiction FAQs

What schools would my children attend if I have a voucher from Bristol Housing?

If you sign a lease in the city limits of Bristol, TN, your child(ren) would attend one of the schools in the Bristol Tennessee City School System. A list of districts and the corresponding schools can be found on their website: www.btcs.org

If you a sign a lease outside of the city limits of Bristol, TN, then your child(ren) would attend one of the schools in the Sullivan County School System. A list of districts and the corresponding schools can be found on their website: www.sullivank12.net

Where is the closest hospital in the even of an emergency?

Bristol Regional Medical Center located near Interstate 81 and Highway 11W serves Bristol, TN/VA as well as parts of Sullivan County, TN and Washington Couty, VA. More information can be found on their website: www.balladhealth.org

Is daycare available in your jurisdiction?

YES! There are many highly rated daycare facilities located throughout the City of Biristol, TN as well as in Bluff City, Blountville and Piney Flats.

Are there good shopping options in your housing area?

If you are looking for major retailers, restaurants and entertainment we have The Pinnacle. We also have a Walmart Super Center, several Food City grocery stores Dollar Generals and small businesses.

What is there for my family to do in your area?

The City of Bristol, TN has over 20 public parks spread out all over the city that includes Steele Creek Park that is over 2200 acres in size and contains a lake, play areas, splash pad, lots of hiking trails, a train and a Nature Center to explore and learn. A short drive outside of the city will take you to the TVA South Holston Dam and Osceola Island where you can fish, hike and picnic. Bristol is also the home to Bristol Motor Speedway and Thunder Valley where your family can enjoy a racing event, music performance, car show bazaars, and Christmas Light display during the holiday season.

What are my employment options in your area?

Bristol, TN largest employer is Ballad Health which has several career opportunities available. Local manufacturing companies include Robinette, TCE, Victaulic, Royal Building Products, UPM Pharmaceuticals, Coldstar International, Bristol Metals & Triad. Bristol is also home to several big box retailers including Walmart, Lowe's and BassPro as well as many restaurants and local entertainment venues that are always looking for new faces


713
2462
36
23
Bloomingdale
WEST
VIEW PARK
11W
ALLANDALE
Kingsport
HUNTINGTON
HILLS
HIGHLAND PARK
126
93
Woodrow
81
26
Windmere
VERNON
HEIGHTS
Colonial
Heights
357
347
Woodstone
Estates
Boring
81
Spurgeon
36
Fall Branch
Gray

Kingsport Housing & Redevelopment Jurisdiction Information

Should you choose to port your voucher to Kingsport, we have included some information about the are here for you.

Schools

- Within the city limits of Kingsport, children attend school at one of the schools operated by Kingsport City Schools. Districts, corresponding schools and information can be found on their website: www.k12k.com
- Outside the city limits, chldren would attend schools in the Sullivan County School System. Districts, corresponding schools and information can be found on their website: www.sullivank12.org

Hospitals

Kingsport has two major community hospitals: Holston Valley Medical Center and Indian Path Medical Center both of which are Ballad Health facilities. More information can be found on their website: www.balladhealth.org

Daycare & After School Programs

Kingsport is home to a large number of daycare facilities located all over the city. Kingsport is also home to the areas largest YMCA which has partnered with Kingsprt City Schools to provide after school programs all over the city.

Shopping

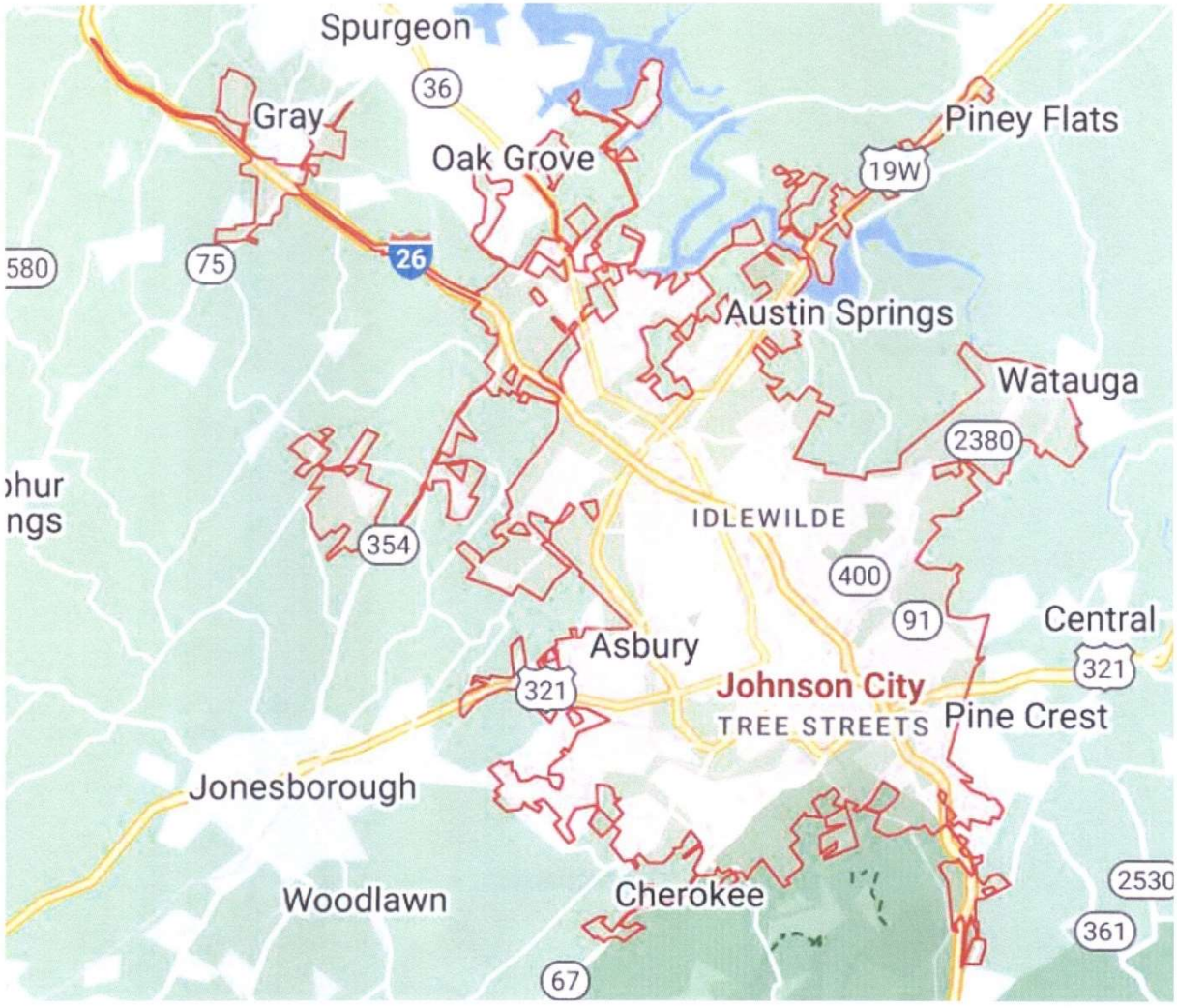
Kingsport has several large shopping areas including Fort Henry Mall, Kingsport Pavillion, Green Acres Shopping Center, East Stone Commons, two Super Walmart locations as well as Kroger, Aldi, Food Lion, Ingles and Walmart Neighborhood Market for grocery shopping needs.

Fun Family Activities

The Kingsport Aquatic Center is the premiere year-round swimming complex featuring the areas only indoor Olympic-sized pool, a recreations indoor pool with water slide and splash pad, outdoor water park and consessions. Bay's Mountain Park & Planetarium features a 44-acre lake, hiking trails, a Nature Center with a state-of-the-art Planetarium Theater and animal habitats featuring wolves, bobcats, raptors and reptiles. Kingsport also has Warrior's Path State Park, Kingsport Carosel Park, Kingsport Speedway and The Greenbelt-a walking/biking trail.

Employment Opportunities

Eastman Chemical, Eastman Credit Union, Ballad Health, Holston Medical Group, Domtar, Kingsport Public Works, TEC Industrial Maintenance & Construction & BAE are listed in the top 10 largest employers in Kingsport.


Spurgeon
36
Gray
Oak Grove
Piney Flats
19W
580
75
26
Austin Springs
Watauga
2380
354
IDLEWILDE
400
91
Central
321
Asbury
321
Johnson City
TREE STREETS
Pine Crest
Jonesborough
Woodlawn
Cherokee
2530
361
67

Johnson City Housing Authority Jurisdiction Information

Should you choose to port your voucher to Johnson City, we have included some information about the area here for you.

Schools

- Within the city limits of Johnson City children attend school at one of the schools operated by Johnson City Schools. Districts, corresponding schools and information can be found on their website: www.jcschools.org
- Outside the city limits, children would attend schools in the Washington County TN School System. Districts, corresponding schools and information can be found on their website: www.wcde.org

Hospitals

Johnson City has two major community hospitals. Johnson City Medical Center (which is our regions only Level 1 Trauma Center) and Franklin Woods Community Hospital – both of which are Ballad Health facilities. More information can be found on their website: www.balladhealth.org

Daycare & After School Programs

Johnson City has a very large number of daycare facilities located all over the city. Johnson City Schools in partnership with ETSU provides several after-school programs at area schools, community centers and at JCHA's Carver Recreation Center.

Shopping

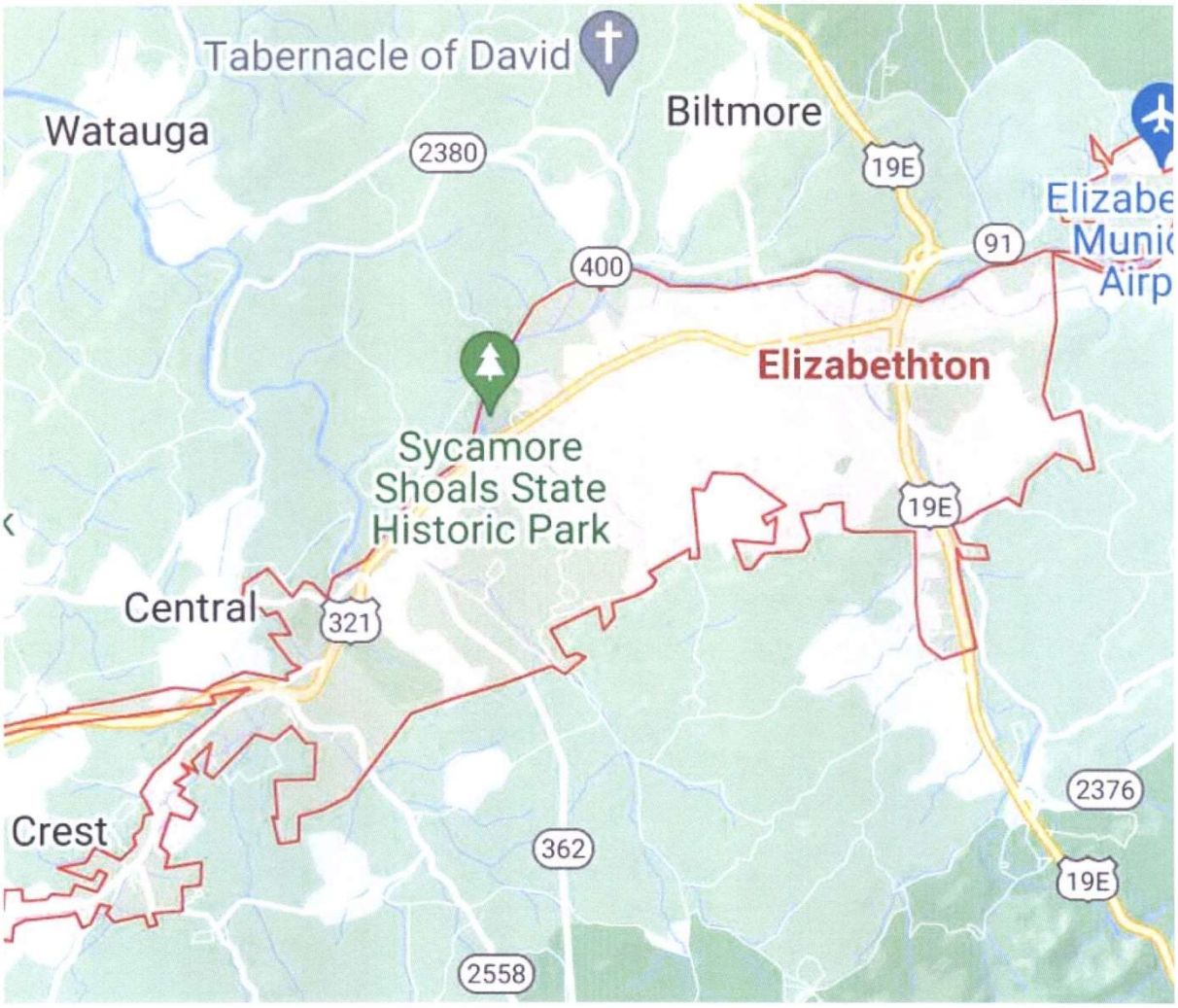
Johnson City has this area's largest indoor mall as well as Johnson City Shopping Plaza, Johnson City Crossing, Johnson City Marketplace, Hamilton Place Town Center, two super Walmart locations and several other major retailers. Johnson City also boasts multiple Food City locations as well as Kroger, Aldi, Publix, Food Lion, and Ingles for grocery shopping needs.

Fun Family Activities

Johnson City has multiple parks located all over the city, Tweetsie Trailhead- a walking & biking trail that runs between Johnson City and Elizabethton, Hand's On Discovery Center, the area's largest Public Library and Gray Fossil Site.

Employment Opportunities

ACT, AT&T, Citi Commerce Solutions, American Water Heater Co, ETSU, City of Johnson City, James H Quillen V.A. Medical Center, Ballad Health, Johnson City Schools and Washington County School System are all listed in the top 10 largest employers in Johnson City.


Tabernacle of David
Watauga
Biltmore
2380
19E
91
400
Elizabethton
Sycamore
Shoals State
Historic Park
19E
Central
321
2376
Crest
362
19E
2558

Elizabethton Housing & Development Agency Jurisdiction Information

Should you choose to port your voucher to Elizabethton, we have included some information about the area here for you.

Schools

- Within the city limits of Elizabethton children attend school at one of the schools operated by Elizabethton City Schools. Districts, corresponding schools and information can be found on their website: www.ecschools.net
- Outside the city limits, children would attend schools in the Carter County School District. District, corresponding schools and information can be found on their website: www.carterk12.org

Hospitals

Elizabethton currently has Sycamore Shoals Hospital which is a Ballad Health facility. More information can be found on their website: www.balladhealth.org

Daycare & After School Programs

Being a small city in this area, Elizabethton has a small number of daycare facilities as a large number of residents commute to larger Johnson City or Bristol for work and utilize daycare in those areas. After school programs are offered by Elizabethton City Schools for grades K-8 and by Carter County Schools through its Carter Cares Program.

Shopping

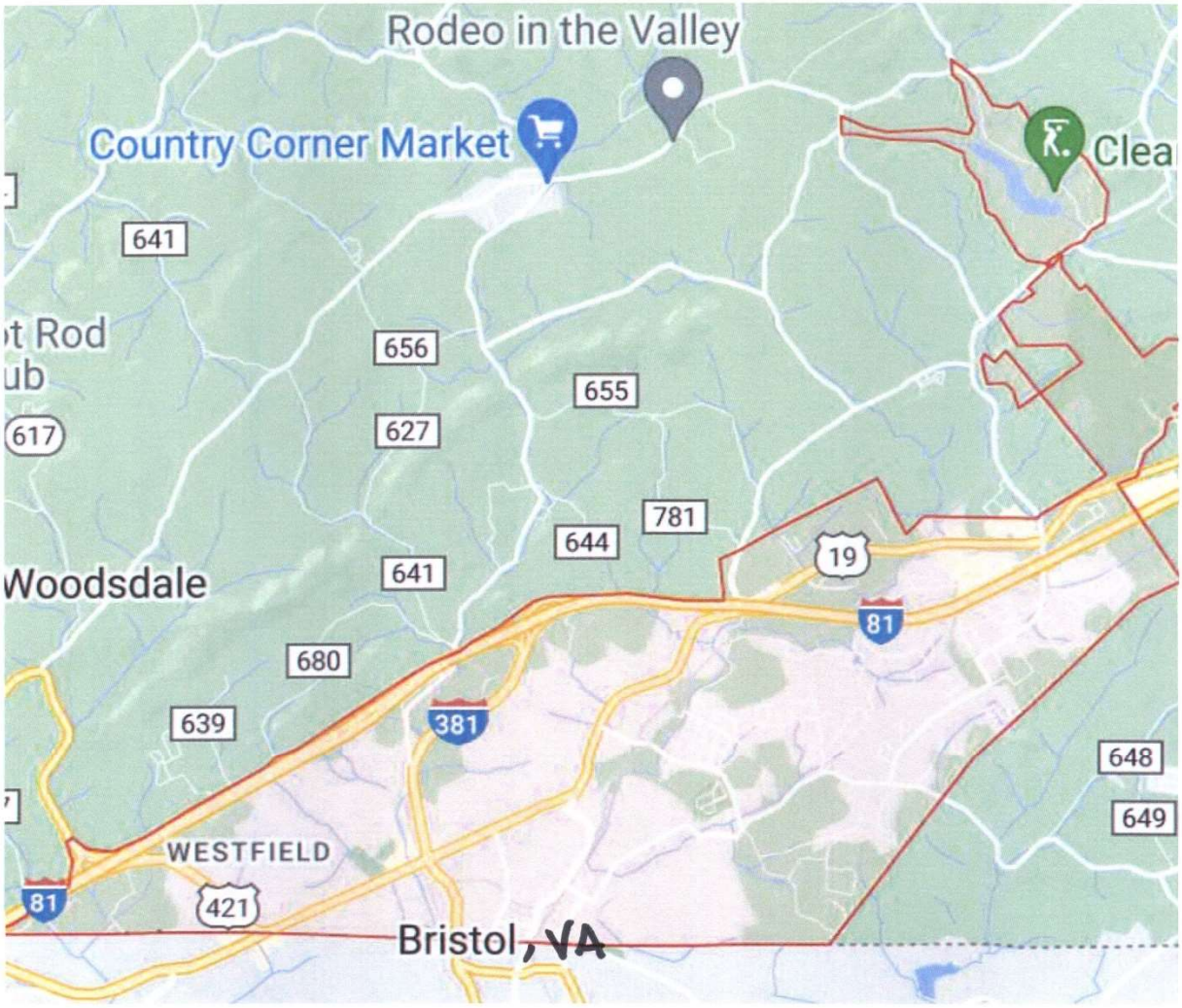
Being relatively small, Elizabethton has all your basics covered with a Super Walmart, Food City and Ingles for shopping needs. Elizabethton also has a Lowe's, Big John's Closeout and Tractor Supply for your home improvement needs.

Fun Family Activities

Sycamore Shoals State Park offers an assortment of living history, recreational programming and events throughout the year. The historic Covered Bridge can be visited year-round but holds an annual celebration in September with food, music and fireworks. Beautiful Blue Hole Falls located in Stoney Creek area of Carter County is a series of four waterfalls with hiking trails and swim at your own risk pools of fresh water.

Employment Opportunities

Walmart, Snap-On Tools, Ballad Health, Elizabethton City Schools, Summers-Taylor Inc, Milligan College and Star Building Systems are listed as in the top 10 largest employers in Elizabethton.


Rodeo in the Valley
Country Corner Market
641
656
655
627
617
781
644
641
19
81
680
639
381
648
649
WESTFIELD
81
421
Bristol, VA

Bristol Redevelopment & Housing Authority Jurisdiction

Should you choose to port your voucher to Bristol, VA we have included some information about the area here for you.

Schools

- Within the city limits of Bristol, VA children attend school at one of the schools operated by Bristol Virginia Public Schools. Districts and corresponding schools and information can be found on their website: www.bvps.org
- Outside the city limits, children would attend schools in the Washington County, Virginia School District. Districts and corresponding schools and information can be found on their website: www.wcs.k12.va.us

Hospitals

Bristol, VA residents utilize Bristol Regional Medical Center which is a Ballad Health facility. More information can be found on their website: www.balladhealth.org

Daycare & After School Programs

Being a "twin city" Bristol, Va and Bristol, TN share most all of the same daycare locations as well as the Boys & Girls Club , YMCA and YWCA after school programs.

Shopping

All of the same shopping for Bristol, TN can be easily accessed from Bristol, VA along with an additional super Walmart location, Target, a second Lowe's location, Home Depot, Rural King and several other national retailers. Bristol, VA is also home to Aldi grocery store and Sam's Club.

Fun Family Activities

Again, all of the activities listed for Bristol, TN are easily accessed from Bristol, VA as well. Bristol, VA also has a bowling alley, Sugar Hollow Park with playgrounds, hiking trails, camping, picnic shelters and pool and the latest addition of The Traveling Bear Mini Golf.

Employment Opportunities

Shearer's Foods, Strongwell, Universal Fibers, Permatile, Electo-Mechanical Corporation, Amazon, UPS, Food City, Washington County Schools and Ballad Health are listed as Bristol, VA's largest employers.


699
Mount Calvary Church
Hayter
891
697
1511
Johnston
Memorial Hospital
H
805
1502
685
11
81
Abingdon
58
Ashleys
793
19
794
81
678
75
Highlands Fellowship
Church - Abingdon

Abingdon Redevelopment & Housing Authority Jurisdiction

Should you choose to port your voucher to Abingdon, VA we have included some information about the area here for you.

Schools

- Whether you are in the town limits of Abingdon, VA or outside town, children attend school at one of the schools operated by Washington County Virginia School District. Districts and corresponding schools and information can ne found on their website: www.wcs.k12.va.us

Hospitals

Abingdon, VA residents have Johnston Memorial Hospital which is a Ballad Health facility. More information can be found on their website: www.balladhealth.org

Daycare & After School Programs

The Abingdon area boasts several daycare facilities as well as after school programs by Boys & Girls Club of the Mountain Empire.

Shopping

All of the same shopping for Bristol, TN/VA can be easily accessed from Abingdon, VA along with an additional super Walmart location and Lowe's. Abingdon is home to the Food City Flagship Store, Kroger, Food Lion and Food Country for grocery shopping needs.

Fun Family Activities

Again, all of the activities listed for Bristol, TN/VA are easily accessed from Abingdon as well. Abingdon being a Historic Township also boasts several large festivals, many historic sites to visit, William H. King Art Museum, The Creeper Trail for hiking and bike riding and a portion of the Appalachian Trail runs nearby. Abingdon is also a short drive from the TVA South Holston Dam and Osceola Island and Weir Dam.

Employment Opportunities

Food City/KVaT, People Inc of VA, Washington County Public Schools and Ballad Health are among the top employers in Abingdon.

Utility Information

Electric Services:

- **BTES** (Bristol, TN, Bluff City, Blountville)
  2740 Volunteer Parkway Bristol, TN 37620 || (423)968-1526
- **AEP** (Kingsport, TN and areas near Kingsport, areas of Bristol, VA and Abingdon, VA)
  420 Riverport Rd Kingsport, TN 37660 || (800)956-4237
- **Brightridge** (Piney Flats, Johnson City and surrounding Washington County, TN areas)
  2600 Boones Creek Rd Gray, TN 37615 || (423) 323-2189
- **BVU** (some border areas of Bristol, TN, Bristol, VA, parts of Washington County, VA)
  15022 Lee Hwy Bristol, VA 24202 || (866) 835-1288

Water Services:

- **City of Bristol** (Inside city limits ONLY)
  801 Anderson St Bristol, TN 37620 || (423) 989-5500
- **Bristol-Bluff City Utility District**
  318 Riverview Dr. Bluff City, TN 37618 || (423) 538-4043
  ****Bristol-Bluff City Utility District imposes a $350 deposit on ALL RENTERS****
- **Piney Flats** (City of Johnson City)
  601 E Main St Johnson City, 37601 || (423) 461-1645
- **Blountville Utility District**
  3010 Hwy 126 Blountville, TN 37617 || (423) 323-2189
  ****Blountville Utility District imposes a $100 deposit on ALL RENTERS****

Natural Gas:

- **Atmos Energy** (Bristol, Blountville, Bluff City area)
  15440 Lee Hwy Bristol, VA 24202 || (276) 591-5381
- **Atmos Energy** (Piney Flats area)
  2833 W Market St Johnson City, TN 37604 || (423) 286-6700

Cable/Internet/Telephone Service:

- **BTES** (Bristol, Bluff City, Blountville)
  2740 Volunteer Parkway Bristol, TN 37620 || (423)968-1526
- **Brightridge** (Piney Flats, Johnson City and surrounding Washington County, TN areas)
  2600 Boones Creek Rd Gray, TN 37615 || (423) 323-2189
- **BVU** (some border areas of Bristol, TN, Bristol, VA, parts of Washington County, VA)
  15022 Lee Hwy Bristol, VA 24202 || (866) 835-1288
- **Spectrum** (available in all of Bristol, TN Blountville, Bluff City & Piney Flats) (833) 750-0562

Family Resource Information

TN Department of Human Services for Sullivan Co.
2193 Feathers Chapel Rd, Blountville, TN 37617
(423) 279-9164
Apply for SNAP benefits, TANF and Medicaid

Bristol Faith In Action
1534 Euclid Ave, Bristol, VA 24201
(276) 466-8292
Social Service organization for help with rent, utilities, food, personal care or cleaning items and baby diapers.

Salvation Army
137 Martin Luther King Jr Blvd, Bristol, TN 37620
(423) 764-6156
Social Service organization for help with rent, utilities, food and Family Thrift Store.

Appalachian Regional Coalition on Homelessness (ARCH)
409 W Walnut St, Johnson City, TN 37601
(423) 928-2724
If you are under eviction or facing eviction due to inability to pay rent, you may qualify for services.

Upper East Tennessee Human Development Agency (UETHDA)
Bristol Neighborhood Service Center
713 Volunteer Parkway, Bristol, TN 37620
(423) 246-6180
Social service organization that can help with rent, deposits, energy assistance (LIHEAP), Head Start for children 3 and up, The Emergency Food Assistance Program (TEFAP), weatherization of your home, and Self-Sufficiency Program.

Family Promise of Bristol
100 Ash St #2, Bristol, TN 37620
(423) 528-3036
Social service organization that can help with rental assistance, food, and clothing.

Bristol TN Schools' Family Resource Center - The Connection
1115 Edgemont Ave, Bristol, TN 37620
(423) 652-9251 Kay Ward, Coordinator of Family & Community Engagement Email: wardk@btcs.org
(423) 652-9223 Debbie Elsea, Family Resource Center Assistant
Support to students and families of Bristol Tennessee Schools.

United Way of Bristol TN/VA
315 8th St, Bristol, TN 37620

(423) 968-4912
Help Your Neighbor Program that can provide assistance with electric and water bills and referral to other agencies for continued assistance.

First TN Human Resource Agency
704 Rolling Hills Dr, Johnson City, TN 37604
(423) 461-8200
Provides NET Trans & Meals on Wheels

Healing Hands Health
245 Midway Medical Park, Bristol, TN 37620
(423) 652-0260
Affordable medical, dental, vision, behavioral health, and supportive care based on income. (They currently **DO NOT** provide emergency or urgent care, prenatal care or immunizations (except for flu shots) routine gynecological exams or narcotics prescriptions.)

Crossroads Medical Mission – Downtown Clinic
433 Scott St, Bristol, VA 24201
(276) 466-1600
FREE health clinic open to anyone in the Tri-Cities area. Call or check their website for hours and satellite locations.

Sullivan County Health Department
154 Blountville By-Pass, Blountville, TN 37617
(423) 279-2777
Public health department providing health education, immunizations, family planning & birth control options, WIC & CHANT Programs, breast and cervical cancer screenings, STD screenings, TB testing, and copies of birth certificates for those born in the state of TN.

Frontier Health -Bristol Regional Counseling Center
26 Midway St, Bristol, TN 37620
(423) 989-4500
Mental health and addiction recovery services for all ages. Frontier Health also provides assistance to mentally ill individuals at risk of becoming homeless.

Abuse Alternatives
104 Memorial Dr, Bristol, TN 37620
(423) 764-2287 OR (800) 987-6499
Domestic Violence Intervention Services and 24/7 Crisis Hotline

TN Department of Mental Health & Substance Abuse Services
Crisis Services & Suicide Prevention
****CALL or TEXT 988** OR (855) 274-7471**

TN Department of Children's Services
Child Abuse Report Hotline
(877) 237-0004 or online @ https://apps.tn.gov/carat/

TN Department of Human Services

Adult Protective Services
(888)-277-8366 or online @ https://reportadultabuse.dhs.tn.gov/