NEW HAMPSHIRE HOUSING

Housing Choice Voucher Participant's Handbook

NHHFA.org

January 2026

The Housing Choice Voucher (HCV) Program

- The HCV program was created to provide rent subsidies for eligible low-income families, elderly and persons with disabilities so they can afford to rent or purchase safe, decent and affordable housing.
- Subsidy is calculated by using a formula including the gross rent, payment standard and 30% of monthly income. You cannot pay more than 40% of your monthly adjusted income and we will do tha Click to add text determination for you.
- Subsidy is figured by using **whichever is less, the actual bedroom size of your unit or the voucher size.** You can rent a unit with less bedrooms than listed on the voucher, but we will calculate the subsidy using the actual bedrooms in the unit. You can also rent a unit with more bedrooms but in that case, we will use the number of bedrooms listed on your voucher.

What We Will Cover

- Program overview
- Reasonable Accommodation
- Finding appropriate housing
- Extension of voucher term
- Where you can find a unit
- Your responsibilities
- Steps for leasing a unit
- Information about Violence Against Women Act (VAWA) and reporting discrimination

HCV Program Details

If you have a disability you may ask for a reasonable accommodation for a change in rules, policies and methods of communication and distribution of information if needed to give you an equal opportunity to use your voucher. Information to request a reasonable accommodation form can be found in Appendix E.

If you speak a language other than English, New Hampshire Housing will provide free language assistance. See language services list, Appendix K.

Esta es información muy importante. Para asistencia en español, contacte ésta oficina al 1-800-439-7247, ext. 9210. Los servicios de un intérprete se le proveerán sin costo alguno.

See the next page to determine if a unit will work for the program. Call your Rental Assistance Manager (RAM) to determine if the unit will work.

Your voucher is valid for 60 days. You may request an extension by contacting your Rental Assistance Manager.

Voucher Worksheet

Gross Rent Minus 30% or 10% of income (from welcome letter)	$ ______ - $ ______
Maximum HAP	$ ______ (A)
Payment Standard (for area where you want to lease, also on welcome letter) Minus 30% or 10% of income (from welcome letter)	$ ______ - $ ______
HAP payment	$ ______ (B)
Lower of (A) or (B) = HAP payment	$ ______
Gross rent	$ ______
Minus lower HAP payment **(A or B)**	-$ ______
Total Tenant Payment **(TTP)** TTP cannot exceed 40% of income (on welcome letter)	$ ______ (TTP) 40% $ ______
Will this unit work? Call your RAM.	

Finding Appropriate Housing and Extensions

If you wish to stay in your current housing, notify your Rental Assistance Manager. If the unit meets Housing Quality Standards, and the owner will accept the program, it may be possible for you to receive assistance there.

If your current housing does not meet requirements or you wish to move, you need to locate a suitable unit. There is a current vacant in the packet and you can find it on the NHHFA website. Accessible units are designated on the listing. You must show that you are making reasonable efforts to find housing.

You must discuss any possible extension with your Rental Assistance Manager. You can have extensions of up to two additional 30-day periods if vouchers are available.

Factors we will consider when assessing extension requests:

- Extenuating circumstances of the family
- Previous submissions of Requests for Tenancy Approvals that were disapproved.
- Family size or other special requirements that make it difficult to find a unit.
- Evidence of serious attempt made to secure housing such as a list of landlords contacted during the search time.
- Availability of funds to support the voucher. Funding constraints may require the need to rescind the voucher or deny extensions.

Expanding Housing Opportunities

There is a wealth of information available on the Internet to assist you in identifying the advantages of moving to an area with better schools, lower crime and safer neighborhoods. Here are some reasons to consider living in an area with less people living in poverty.

- Housing is often of better quality and better maintained.
- The schools might have more resources available to support learning.
- Neighborhoods might be safer because there might be less crime.
- Use the link www.city-data.com/poverty/ to find areas with a higher percentage of people living in poverty than others.
- Check the maps in Appendix H to find NH concentrations of poverty.
- Job opportunities in the State of New Hampshire can be accessed through the New Hampshire Employment Security website at www.nh.gov/nhes or you may call them at 1-800-852-3400.

Choosing a Unit

Subsidy Standards

As a general policy, no more than two persons are required to share a bedroom. Subsidies are issued based upon the smallest number of bedrooms needed to house a family without overcrowding. New Hampshire Housing will take into consideration reasonable accommodation requests when making decisions on the need for a different size unit. Send any requests for a reasonable accommodation to your Rental Assistance Manager.

Lead-Based Paint

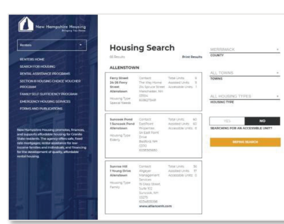
The purpose of addressing the lead-based paint issue is to put in place procedures to eliminate hazards of lead-based paint poisoning. Buildings constructed prior to 1978 with children under six years of age in the household are required to undergo visual inspections for defective paint surfaces (any surface on which the paint is cracking, scaling, chipping, peeling or loose) at both the initial and annual inspections.

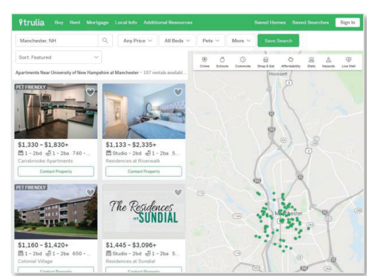
If a child with an elevated blood level will occupy the home, an environmental investigation must be done. If any hazards are identified, special requirements have to be met. Any questions or concerns regarding this issue should be directed to your Rental Assistance Manager. Appendix A has a HUD fact sheet on this. www.hud.vog/offices/lead/hhi/index.cfm

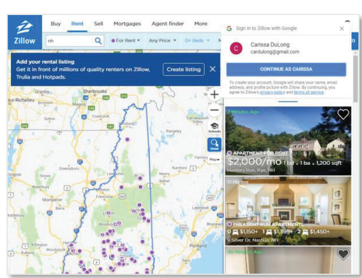
Resources for Your Housing Search

Housing Search Assistance

- Included in this packet is a list of vacant market-rate units that accept vouchers, which can also be found at www.NHHFA.org/search-for-housing.
- Zillow and Trulia have listings of market-rate rentals: www.zillow.com/nh/rentals www.trulia.com/rent-sitemap/New-Hampshire-apartments
- We will negotiate with owners/landlords if the rent and utilities are close to what would be allowed with the voucher.
- Appendix F has a listing of Supportive Service and Disability organizations.







Leasing a Unit

After finding a unit, please follow these steps:

- **Call your Rental Assistance Manager** to review the unit information. Your contact person will give you preliminary approval to proceed with the unit approval process.
- You and the owner must **complete the Request for Tenancy Approval** that is located in the packet. (It is also available at www.nhhfa.org/rental-assistance/forms-publications.) Your Rental Assistance Manager will complete the 40% worksheet to determine if the requested rent will qualify.
- **Send a copy of the signed owner's lease** to your Rental Assistance Manager once the unit has been qualified.
- Review the Tenancy Addendum in Appendix B for your rights and responsibilities. The HCV program requires that this document be added to your landlord's lease.
- The Rental Assistance Manager will discuss the program with the owner. When requested, New Hampshire Housing will provide prospective owners with the names and addresses of your current and prior landlords.
- An inspection of the unit will be scheduled. **Do not sign a lease or begin moving in until the unit passes inspection and your Rental Assistance Manager tells you it is okay to proceed.**
- Once the unit passes the Housing Quality Standard (HQS) inspection, a Housing Assistance Payments (HAP) Contract will be prepared for signatures.

Violence Against Women Act / Discrimination

The Violence Against Women Act (VAWA) protects tenants (both men and women) who are victims of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance based on acts of violence against them. The notice can be found on the NHHFA website and is located in Appendix I. The law includes policies regarding emergency transfers and the NHHFA emergency transfer form is at www.NHHFA.org.

The law also provides that any incident of actual or threatened domestic violence, dating violence, stalking or sexual assault will not be construed as serious or repeated violations of the lease by the victim and will not be "good cause" for termination of assistance, tenancy or occupancy rights of a victim of such violence.

National Domestic Violence Hotline: 1-800-799-7233

No owner can refuse to rent to anyone solely because of their race, color, religion, sex, handicap, familial status, national origin, age, marital status or sexual orientation. If you wish to file a discrimination complaint, please complete the Housing Discrimination Complaint form which can be found in Appendix G.

Discrimination may include:

- Setting different terms or conditions.
- Advertising in a discriminatory way, for example: No children.
- Denying a unit is available when it actually is available.

Portability

The ability of a family to move from New Hampshire Housing's jurisdiction to another housing authority is called portability. It allows you to move anywhere in the United States with your voucher.

You must have lived in New Hampshire Housing's jurisdiction for one year before using portability unless you qualify for an exception under VAWA or for reasonable accommodation.

Follow these steps if you wish to leave this jurisdiction:

- Call your Rental Assistance Manager to find out if you can be issued a transfer voucher. You have to be a tenant in good standing and if you are in a repayment agreement, the debt must be paid in full before moving to another housing authority's jurisdiction.
- Your Rental Assistance Manager will contact the housing authority in the area to which you want to move.
- Other housing authorities have different rules, policies and deadlines. They may also have different payment standards and utility allowances. You should call them (we will give you a contact phone number) to check on any differences.
- When you leave New Hampshire Housing's jurisdiction, you must comply with the other housing authority's procedures. New Hampshire Housing or any other housing authority may make a determination to deny or terminate assistance to the family in accordance with the Federal Regulations.
- In Appendix D you will find Housing Authority contact information for the surrounding states.

Family Responsibilities

Adult household members must follow the rules:

- Any information supplied must be true and complete.
- **If your household currently has no income** you must report changes in income, assets, or deductions in writing within 14 days. If your household has income the change will be done at your recertification. Decreases are done the first of the following month.
- Supply any information requested by NHHFA for use in a regularly scheduled reexamination or interim examination.
- Give NHHFA and the owner at least a 30-day notice before moving out or terminating the lease.
- Request written approval to add any other person as an occupant of the unit. Visitors cannot stay more than 14 consecutive days or a total of 30 days in a calendar year.
- Notify NHHFA in writing prior to being away from the unit for 30 days or more. Absence may not exceed 90 consecutive days or 90 days per calendar year. Written notice should document length of time away and affirm intent to return. You must pay rent and utilities during the absence and arrange for inspection and receipt of all correspondence.
- Allow NHHFA to inspect the unit at reasonable times and after reasonable notice.

Family Responsibilities *(cont'd)*

- Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
- Promptly notify NHHFA in writing of the birth, adoption or court-awarded custody of a child.
- Do not cause damage to the unit or premises or permit any quest to damage the unit. If a breach in Housing Quality Standards (HQS) is life threatening, it must be corrected within 24 hours. All other breaches of HQS must be corrected in 30 days.
- Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Read Appendix J which outlines the Rental Housing Integrity Improvement Project. It explains HUD's income computer matching program and the penalties for providing false information.
- Give NHHFA a copy of any owner eviction notice.
- Obtain owner permission to engage in legal profit-making activities in the unit. Primary use of the unit must be for the family's residence.

Every family member must not:

- Commit any serious or repeated violations of the lease by causing any damage to the unit in excess of $1,500 or owing three months or more of the family portion of the rent or by receiving a court determination that the family has committed a serious or repeated violation of the lease.
- Breach an agreement with NHHFA to pay amounts owed.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Program.

Family Responsibilities *(cont'd)*

Every family member must not:

- Participate in illegal drug-related activity, violent criminal activity or abuse alcohol in a way that will threaten the health and safety of others or the right to peaceful enjoyment of the premises by others or those residing in the immediate vicinity of the premises.
- Be convicted of drug-related criminal activity or violent criminal activity.
- Sublease or let the unit, assign the lease, transfer the unit or provide accommodations for boarders or lodgers.
- Be subject to a lifetime registration requirement under a State sex offender program.
- Damage the unit or premises or permit any guest to damage the unit or premises.
- Ever have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
- Engage in abusive or violent behavior toward NHHFA personnel which includes verbal abuse or verbal harassment, whether communicated orally or in print format. It includes but is not limited to the use of profanity, racial slurs or gender-based labels and also includes physical abuse or physical violence.
- Rent a unit from a relative who is the parent, child, grandparent, grandchild, sister or brother of any member of the family unless NHHFA has determined that approving rental of the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Family Responsibilities *(cont'd)*

Failure to meet the conditions listed in this handbook including timely payment of rent to the owner or failure to fulfill the obligations under the lease with the owner, will be a basis for termination of rental assistance under the Housing Choice Voucher program.

If New Hampshire Housing makes a recommendation for termination, you may request an informal hearing to have the circumstances of the decision reviewed. The request for a hearing must be made in writing to our mailing address.

Information regarding Hearing Procedures can be found in Appendix C.

Move Process

After the first year, If you wish to move:

- Call your Rental Assistance Manager to find out if you are eligible to move.
- Check your lease
  - Has the initial term of the lease been satisfied?
  - Have you been in the unit for one year?
  - Have you given a 30-day written notice to the owner?
  - Have you given a copy of the 30-day notice to New Hampshire Housing?
  - Do you owe money to the landlord or have you caused damages to the unit?
- Your rental portion for the rent and utilities cannot be more than 40% of your monthly adjusted income. Your Rental Assistance Manager can figure out whether a specific unit will qualify or not.
- Call your Rental Assistance Manager with the following information:
  - Amount of the rent.
  - Which utilities you are responsible to pay.
  - Number of bedrooms
  - Owner's name and phone number.
- New Hampshire Housing limits the number of moves to one per 12-month period.

Adding New Household Members

Before someone moves into your home, you must follow these steps:

- Report the change in writing to your Rental Assistance Manager. New Hampshire Housing must give permission to add the person to the household. Forms have to be signed and eligibility determined.
- The person may not move into the household until you have received confirmation from NHHFA that the new Household member has been approved.
- Contact the owner of the unit and get written permission to add the person to the lease. Provide your Rental Assistance Manager with that written permission from the landlord.
- Provide evidence of citizenship or eligible immigration status, Social Security documentation, a signed criminal release and a completed Personal Declaration Form. New Hampshire Housing will provide you with the appropriate forms.
- Do not allow people who do not live with you to use your address as their mailing address. This is a violation because it is establishing residence at your subsidized unit.

Successful Tenancy

Good communication is the key to building and maintaining effective relationships with New Hampshire Housing, your landlord and your neighbors. Communicate with respect and listen to others.

What changes have to be made in writing within 14 calendar days of the change?

- If your household currently has no income, you must report changes in income, assets or deductions.
- If you want to add someone to your household.
- If someone moves out of your household.
- If you or someone in your household have a decrease in income that lasts more than 30 days.

Remember: households without current income, have to report when income begins. All households have to report changes in the household composition and all households can report decreases in income at any time.

HCV Briefing Video

Video

https://youtu.be/gvCjtQbvUgI

You must watch the HCV Briefing Video that explains:

- How the HCV Program works
- Finding housing
- The landlord/ owner's responsibilities, including Fair Housing Laws
- The household's responsibilities

List of Appendices

- **Appendix A :** EPA Fact Sheet regarding Lead-Based Paint
- **Appendix B :** Tenancy Addendum
- **Appendix C :** Informal Hearing Procedure
- **Appendix D :** PHA Contact Information
- **Appendix E :** Notice of Right to Reasonable Accommodation
- **Appendix F :** Supportive Service and Disability Organizations
- **Appendix G :** HUD Discrimination form
- **Appendix H :** NH Poverty Concentration maps
- **Appendix I :** Notice regarding Violence Against Women Act
- **Appendix J :** Rental Housing Integrity Improvement Project
- **Appendix K :** Language Assistance Services

United States Environmental Protection Agency
Office of Pollution Prevention and Toxics

United States Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes

EPA-747-F-24-003
September 2024

Lead-Based Paint Disclosure Rule Fact Sheet

For homebuyers, renters, property managers, landlords, real estate agents, and home sellers.

Summary

The U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) work together to make sure the public gets the information needed to prevent lead exposure in homes that may have lead-based paint hazards. As a result, buyers and renters of most housing built before 1978 must receive the "*Protect Your Family from Lead in Your Home*" pamphlet and known information on lead-based paint and lead-based paint hazards before buying or renting the housing.

Health Effects of Lead Exposure

Lead can affect almost every organ and system in the human body. Children under six years old are particularly vulnerable because their bodies are still growing. In children, lead can cause delayed growth and development, lower IQ, learning problems, brain and nervous system damage, and hearing, speech, and behavior problems. If a pregnant person is exposed to lead, their developing baby can also be exposed. This can increase the risk of miscarriage; cause the baby to be born too early or too small; harm the baby's brain, kidneys, and nervous system; or cause the child to have learning or behavioral problems.

Lead-Based Paint in Housing

Though lead-based paint for use in homes was banned in the U.S. in 1978, it is still present in millions of homes, especially those built before 1978. Lead-based paint is usually not a hazard if it is in good condition. However, deteriorating (peeling, chipping, chalking, cracking, or damaged) lead-based paint is a hazard and needs prompt attention.

Lead-Based Paint Disclosure Rule

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992. This is also known as Title X (Title "ten"). EPA issued a rule under section 1018 of this law known as the Lead-Based Paint Disclosure Rule. It directs EPA and HUD to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. It is designed to help people make more informed choices based on the information they receive.

Types of Housing Covered

The Lead-Based Paint Disclosure Rule applies to most pre-1978 private housing, public housing, federally owned housing, and housing receiving federal assistance.

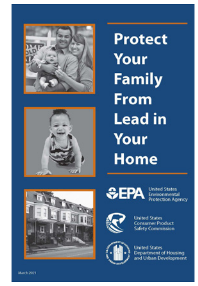
Types of Housing Not Covered

The Lead-Based Paint Disclosure Rule does not apply to the following:

- Housing built after 1977 (this rule does not cover post-1977 housing since the Consumer Product Safety Commission banned residential lead-based paint in 1978);
- Zero-bedroom units, such as efficiencies, lofts, and dormitories;
- Leases for 100 days or less, such as vacation houses or short-term rentals;
- Housing specifically for the elderly or persons with disabilities (unless a child under the age of 6 lives or is expected to live in such housing);
- Housing in which painted surfaces have been tested and found to be lead-based paint free; and
- Foreclosure sales.

Requirements

Homebuyers and renters of most housing built before 1978 have the right to know whether lead-based paint and lead-based paint hazards are present before signing a contract or lease. Before a contract for housing sale or lease is signed, federal law requires sellers, landlords, agents, and managers of rental properties to:



- Give buyers and renters a copy of the “Protect Your Family from Lead in Your Home” pamphlet. This has information on identifying and controlling lead-based paint and lead-based paint hazards. It is available in multiple languages.
- Disclose any known information about the presence of lead-based paint and lead-based paint hazards in the home or building. This may include the location of the lead-based paint and the condition of the painted surfaces.
- Provide all available records and reports on lead-based paint and lead-based paint hazards. For multi-unit buildings, this includes those for common areas and other units from building-wide evaluations.
- Provide a “Lead Warning Statement” to educate renters or buyers about known lead-based paint hazards. This can be an attachment to or as language inserted into the contract or lease. This should be in the same language as the rest of the contract. It should include confirmation that the seller or landlord has complied with all requirements under the Lead-Based Paint Disclosure Rule.
- Provide homebuyers 10 days to conduct a lead-based paint inspection or risk assessment.
- Keep a signed copy of the disclosures for three years after the sale is completed or the lease begins.
- If providing this required disclosure information electronically to renters or buyers, you must provide: a clear statement on the right to receive paper documents, procedures to withdraw consent and the consequences of doing so, and how to access and retain electronic records. If using electronic disclosure, you must get consent from the renter or buyer to show that they can access the forms electronically. Sellers, landlords, managers of rental properties and their agents should make sure that the use of electronic technology provides renters or buyers complete access to all disclosure materials. (Electronic Signatures in Global and National Commerce Act (E-SIGN), 15 U.S.C. § 7001)

What is Not Required

This rule does not require sellers or landlords to test or remove lead-based paint or lead-based paint hazards by sellers or landlords. This rule does not invalidate cancel leasing and sales contracts.

What Happens if a Seller or Lessor Fails to Comply with These Regulations

A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. They may also be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements. If you did not receive the disclosure of information on lead-based paint or lead-based paint hazards form when you bought or leased pre-1978 housing, report this disclosure violation to: epa.gov/lead/violation or leadregulations@hud.gov.

For More Information

- Information about lead: epa.gov/lead or hud.gov/lead.
- *Información sobre el plomo en español:* *espanol.epa.gov/plomo*.
- Pamphlet explaining the dangers of lead in your home and how to protect your family from lead-based paint hazards (multiple languages available): epa.gov/lead/protect
- Lead-based paint disclosure rule (Section 1018 of Title X) and sample disclosure forms (available in English and Spanish): hud.gov/program_offices/healthy_homes/enforcement/disclosure or epa.gov/lead/lead-based-paint-disclosure-rule-section-1018-title-x
- Real estate disclosures guidance: hud.gov/program_offices/healthy_homes/enforcement/disclosure or epa.gov/lead/disclosure or epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers
- Call the National Lead Information Center at 1 (800) 424–LEAD [5323], or via TTY 711 for persons with hearing or speech disabilities. It is open Monday to Friday from 8:00 a.m. to 6:00 p.m. ET excluding federal holidays.

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. 04/30/2026

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.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

(a) Will occupy the unit as a primary residence; and

(b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

NEW HAMPSHIRE HOUSING

Informal Hearing Procedure

The New Hampshire Housing Finance Authority (NHHFA) has taken an action that may affect your housing assistance.

You may ask for an **explanation** if you are being informed regarding any of the following:

- The determination of the family's annual income or adjusted income and the use of that income to calculate the housing assistance payment.
- The determination of the appropriate utility allowance from the NHHFA utility allowance schedule for any utilities you pay.
- The determination of the number of bedrooms (family unit size) under NHHFA's subsidy standards.

If you do not agree with the determination, you may ask for an explanation of the decision. If after receiving the explanation you do not agree, you may request an informal hearing on the decision. Your request for an informal hearing has to be sent in writing to your Rental Assistance Manager within 14 calendar days of receiving the explanation.

****

You may ask for an **informal hearing** if you do not agree with the decision regarding:

- Termination of assistance because of something you did or failed to do.
- Termination of assistance because the family has been absent from the unit longer than the maximum time permitted under NHHFA's Administrative Plan or HUD rules.

Your request has to be sent in writing to your Rental Assistance Manager within 14 calendar days of this notice.

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NHHFA is not required to provide an opportunity for an informal hearing for any of the following:

- Discretionary administrative determinations by NHHFA
- General policy issues or class grievances
- Setting of the utility allowances for the family
- Not approving an extension or suspension of a voucher term
- Not approving a unit or tenancy
- Determination that a unit did not meet the Housing Quality Standards
- Decision that the unit does not meet Housing Quality Standards because of the family size
- Decision to take any actions (or not take actions) against the owner under a Housing Assistance Payments contract

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
32 Constitution Drive, Bedford, NH 03110 | 603.472.8623
Mail: PO Box 5087, Manchester, NH 03108 | NHHFA.org

PHA Contact Information

Massachusetts	Address	Phone	Fax	Email
Office Housing & Livable Communities	100 Cambridge Street, Suite.300 Boston MA 02111	(617)573-1250	(617)573-1345	EOHLChcvp@mass.gov

Maine

Auburn Housing Authority	20 Great Falls Plaza, Auburn, ME 04212	(207)784-5545	(207)784-7351	mszydlowski@auburnhousing.org
Augusta Housing Authority	1 Weston Court, Augusta, ME 04330	(207)626-2359	(207)626-2357 x2	norman.maze@augustahousing.org
Maine State Housing Authority	26 Edison Dr, Augusta, ME 04330	(207)626-4678	(207)626-4600	directorsoffice2@mainehousing.org
Housing Authority City of Bangor	161 DAVIS Road, BANGOR, ME 04401	(207)942-6043	(207)942-6365	mmyatt@bangorhousing.org
Bar Harbor Housing Authority	Malvern Belmont Estates, Bar Harbor, ME 04609	(207)288-4770	(207)288-4770 x111	wbrehm@mdieha.org
Tremont Housing Authority	Birchwoods Apartments, Bass Harbor, ME 04653	(207)288-4770	(207)288-4770 x111	wbrehm@mdieha.org
Bath Housing Authority	80 CONGRESS Avenue, BATH, ME 04530	(207)443-8116	(207)443-3116	dkeller@bathhousing.org
Biddeford Housing Authority	22 South Street, Bidderford, ME 04005	(207)286-0580	(207)282-6537	ggagnon@bhousing.org
Brewer Housing Authority	15 COLONIAL CIRCLE SUITE 1, BREWER, ME 0441	(207)989-7554	(207)989-7890	cperkins@brewerhousing.com
Brunswick Housing Authority	12 STONE Street, BRUNSWICK, ME 04011	(207)729-2642	(207)725-8711	john@brunswickhousing.org
Caribou Housing Authority	25 High Street, Caribou, ME 04736	(207)376-0178	(207)493-4234	lplourde@cariboumaine.org
Ellsworth Housing Authority	Union River Apartments, Ellsworth, ME 04605	(207)288-4770	(207)288-4770 x111	wbrehm@mdieha.org
Fort Fairfield Housing Authority	18 Fields Lane, Fort Fairfield, ME 04742	(207)476-5450	(207)476-5771	haff.stacey@gmail.com
Lewiston Housing Authority	86 Lisbon St Street, LEWISTON, ME 04240	(207)783-8648	(207)783-1423	ckilmurry@lewistonhousing.org
Mount Desert Housing Authority	Maple Lane Apartments, Mount Desert, ME 04660	(207)288-4770	(207)288-4770 x111	wbrehm@mdieha.org
Old Town Housing Authority	358 Main Street, OLD TOWN, ME 04468	(207)827-1502	(207)827-6151	hacot@oldtownhousing.net
Portland Housing Authority	970 Baxter Boulevard, PORTLAND, ME 04103	(207)761-5886	(207)773-4753	bfrost@porthouse.org
Presque Isle Housing Authority	58 BIRCH Street, PRESQUE ISLE, ME 04769	(207)764-5614	(207)768-8231	pihousing@pihousing.org
Sanford Housing Authority	17 School Street, SANFORD, ME 04073	(207)324-6870	(207)324-6747	dsmall@sanfordhousing.org
South Portland Housing Authority	100 Waterman Drive-Suite #101, South Portland, ME	(207)773-4006	(207)773-4140	mhulsey@spha.net
Southwest Harbor Housing Authority	Ridge Apartments, Southwest Harbor, ME 04679	(207)288-4770	(207)288-4770 x111	wbrehm@mdieha.org
Van Buren Housing Authority	130 Champlain Street, Van Buren, ME 04785	(207)868-2833	(207)868-5441	brian@vbhousing.net
Waterville Housing Authority	88 Silver St., WATERVILLE, ME 04901	(207)877-9429	(207)873-2155	diane@watervillehousing.org
The Housing Authority of the City of Westbrook	30 LIZA HARMON Drive, WESTBROOK, ME 04092	(207)854-0962	(207)854-9779	claroche@westbrookhousing.org

Vermont

Vermont Housing Authority	1 Prospect Street,Montpelier VT 05602	(802)828-3295	(802)828-3248	kathleen@vsha.org

Updated 5/2025

NEW HAMPSHIRE HOUSING

Notice of Right to Reasonable Accommodation

A Reasonable Accommodation is intended to provide persons with disabilities equal opportunity to participate in the Housing Choice Voucher program through the modification of policies and procedures. New Hampshire Housing is obligated to make an accommodation that is reasonable, unless doing so would result in an undue hardship or fundamental alteration in the nature of the housing program.

If you are a person with a disability, and if your request is reasonable, we will try to accommodate your request. New Hampshire Housing will respond to your request within 30 days.

To obtain a Reasonable Accommodation Request form:

- Call 1-800-439-7247
- People who are hard of hearing can use the TDD line at 603-472-2089 or the NH Relay Number: 711. TTY or Voice: 711 or 800-735-2964 or 800 676-3777. Español: 800-676-4290.
- Write to New Hampshire Housing, PO Box 5087, Manchester, NH 03108.
- Visit our website **www.nhhfa.org**

If you need help filling out a Reasonable Accommodation Request form, or if you would like to submit a request in some other way, please let us know. Any information you provide will be kept confidential.

APPENDIX F

SUPPORTIVE SERVICE AND DISABILITY ORGANIZATIONS

New Hampshire resources that may provide some assistance and counseling with housing search and related issues:

I. Housing Search Related Counseling/Information & Referral:

- **2.1.1 New Hampshire**: Dial 2-1-1; www.211nh.org
- **Brain Injury Association of NH (BIANH):** 1-800-773-8400; 603-225-8400; www.bianh.org
- **Community Action Programs (CAPs):** Service Link 2-1-1or New Hampshire Homeless Helpline at 1-866-444-4211
- **Granite State Independent Living (GSIL):** 1-800-826-3700; 603-228-9680; www.gsil.org; email: info@gsil.org
- **New Hampshire Community Loan Fund:** 1-800-432-4110; 603-224-6669; www.communityloanfund.org
- **NH Governor's Commission on Disability (GCD):** 1-800-852-3405; 603-271-2773; www.nh.gov/disability; email: disability@nh.gov
- **NH Service Link Network:** 1-866-634-9412; www.servicelink.org; 603-644-2240.
- **USDA Rural Development/Multi family Housing Rentals**: https://rdmfhrentals.sc.egov.usda.gov

II. Security Deposits, Rent, Moving Expenses, Utility Deposits for Housing Search:

- **2.1.1 New Hampshire**: Dial 2-1-1; www.211nh.org
- **Community Action Programs (CAPs):** Contact Service Link or dial 2-1-1
- **Listen Community Services (Lebanon area):** 603-448-4553; www.listencs.org
- **The Front Door Agency (Greater Nashua area):** 603-886-2866
- **NH ServiceLink Network:** 1-866-634-9412; 603-644-2240; www.servicelink.nh.gov
- **Public Utilities Commission/Consumer Affairs Division**: Utility dispute matters 603-271-2431; 1-800-852-3793; www.puc.nh.gov
- **Harbor Homes, Inc. (Veterans statewide):** 603-3616 ext. 1256; www.harborhomes.org
- **SHARE Outreach, Inc. (**Milford and surrounding areas): 603-673-9898; www.sharenh.org
- **The Way Home (**Manchester and surrounding areas): 603-627-3491; www.thewayhomenh.org
- **Town/City Welfare:** Contact your local City Hall.

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APPENDIX F

III. **NH Center for Independent Living:**

- **Granite State Independent Living (GSIL):** 1-800-826-3700; 603-228-9680; www.gsil.org

IV. **State Medicaid Agencies:**

- **NH Department of Health and Human Services (DHHS):** 1-844-275-3447; www.dhhs.nh.gov
- **Medicaid Eligibility online**: https://medicaid-help.org/

V. **Advocacy and State Protection Organizations:**

- **Disabilities Rights Center, Inc. (DRC)**: 603-228-0432;1-800-834-1721 voice TDD; www.drcnh.org
- **Legal Advice & Referral Center (LARC):** 1-800-639-5290; 603-224-3333; www.nhlegalaid.org
- **New Hampshire Legal Assistance (NHLA):** 1-800-639-5290 (apply through LARC) TTY: Dial 711 or 1-800-735-2964; www.nhla.org
  - **Branch Offices:**

    Berlin: 1-800-698-8969
    Claremont: 1-800-562-3994
    Concord: 1-800-921-1115
    Manchester: 1-800-562-3174
    Portsmouth: 1-800-334-3135

  - **Senior Law Project:** 1-888-353-9944
- **NH Governor's Commission on Disability (GCD):** 1-800-852-3405; 603-271-2773; www.nh.gov/disability; Email: disability@nh.gov
- **NH Commission for Human Rights:** 603-271-2767 press option #0 to request a language interpreter or for accommodations for persons with disabilities
- www.nh.gov/hrc; Email: humanrights@nh.gov
  NH Developmental Disabilities Council: 603-271-3236; TDD 1-800-735-2964; www.nhddc.org

If your family includes a person with disabilities you may request a listing of accessible units. Please contact our office or visit: www.nhhfa.org.

NEW HAMPSHIRE HOUSING

1/2020

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
- [ ] Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- [ ] Retaliation, intimidation, or interference related to exercising a fair housing right (such as filing a complaint) 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. 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? Terminated from participating in a housing-assistance program? 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

An official form of the United States Government
OMB Control #: 2529-0011
Expiration Date: 09/30/2025

FORM INSTRUCTIONS

Where to mail 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 as 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 553
Boston, MA 02222
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
Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV

Mail:
FHEO Region 3
The Strawbridge Building
801 Market Street, 12th Floor
Philadelphia, PA 19107
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
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
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
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
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
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
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
Call (206) 220-5170 for assistance

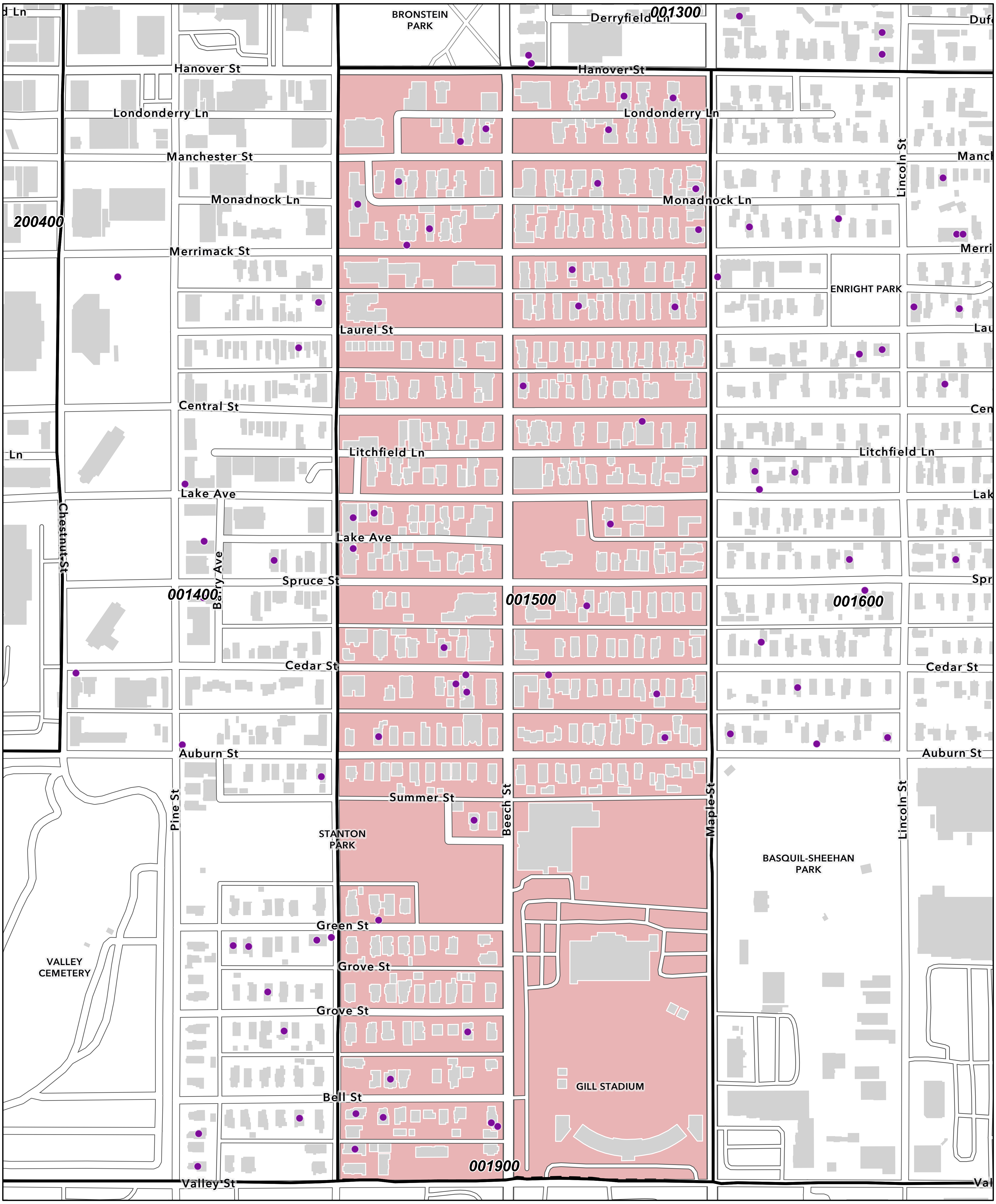
Paperwork Reduction Act Burden Statement

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.

Figure 1. Census Tract 001500 with 2025 Voucher Locations



11/19/2025

- Voucher Location 2025
- USA Census Tract Boundaries
- Poverty Census Tract

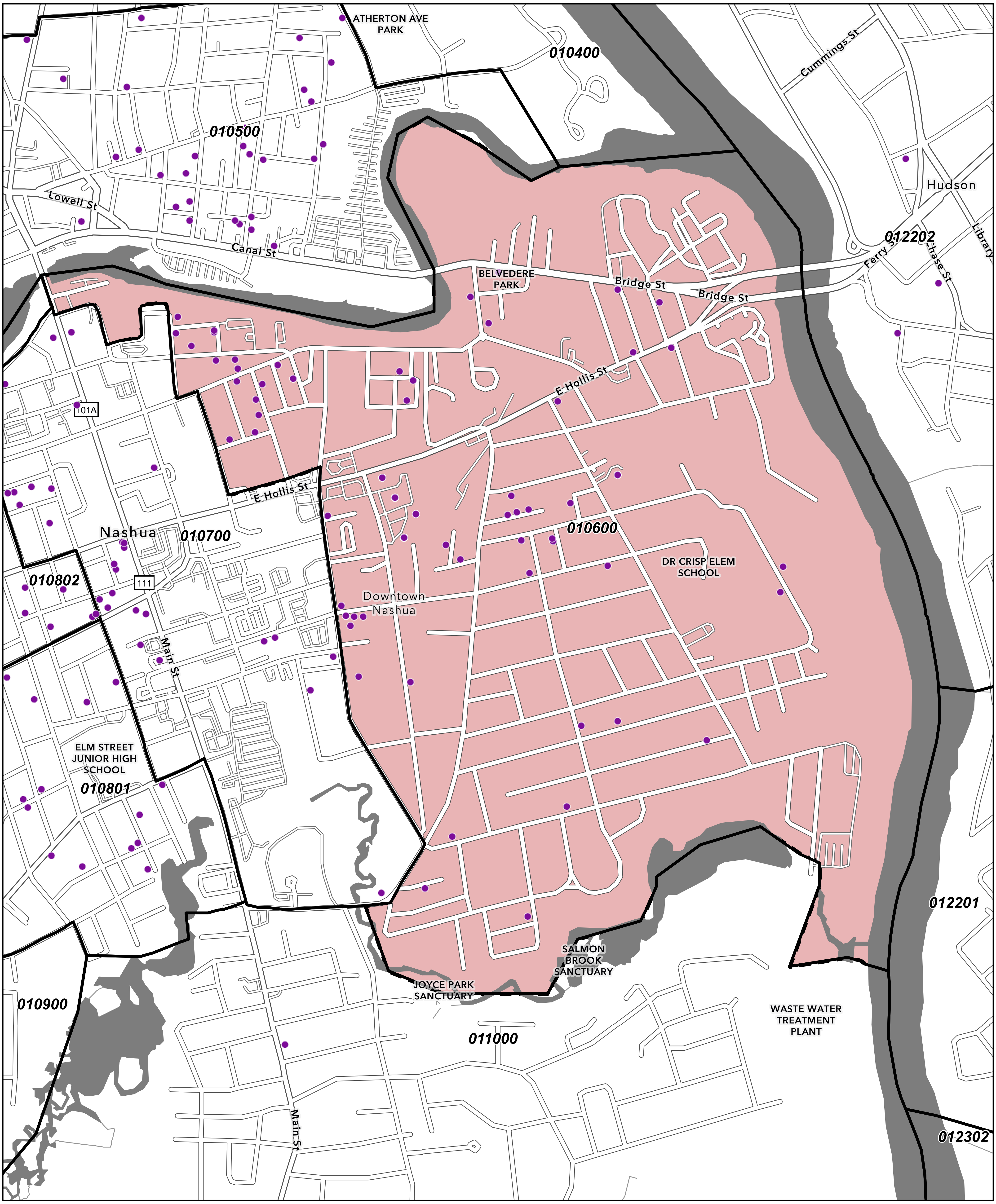
1:4,700

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Figure 2. Census Tract 010600 with 2025 Voucher Locations



11/19/2025

- Voucher Location 2025
- USA Census Tract Boundaries
- Poverty Census Tract

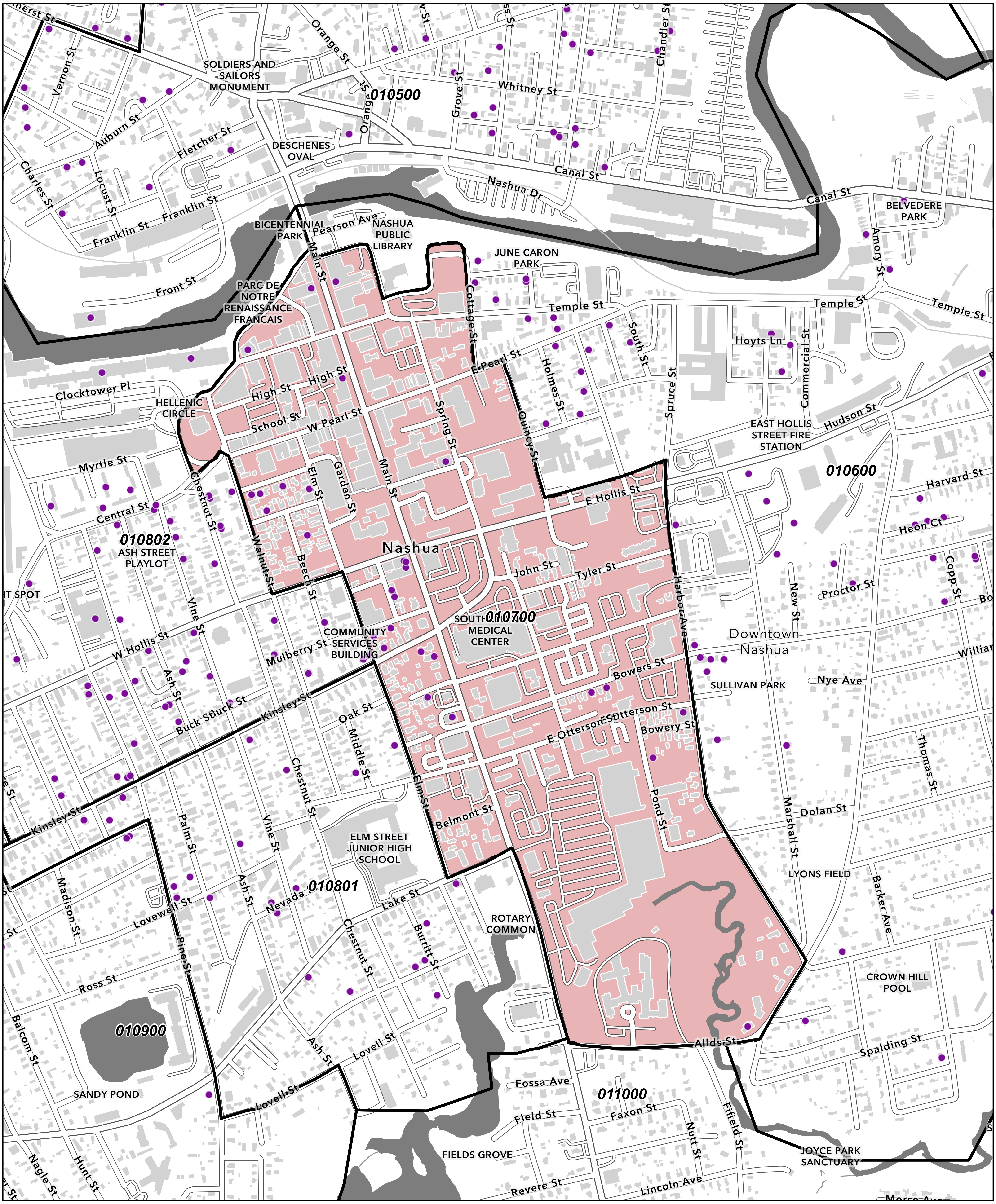
1:12,000

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Figure 3. Census Tract 010700 with 2025 Voucher Locations



11/19/2025

- Voucher Location 2025
- USA Census Tract Boundaries
- Poverty Census Tract

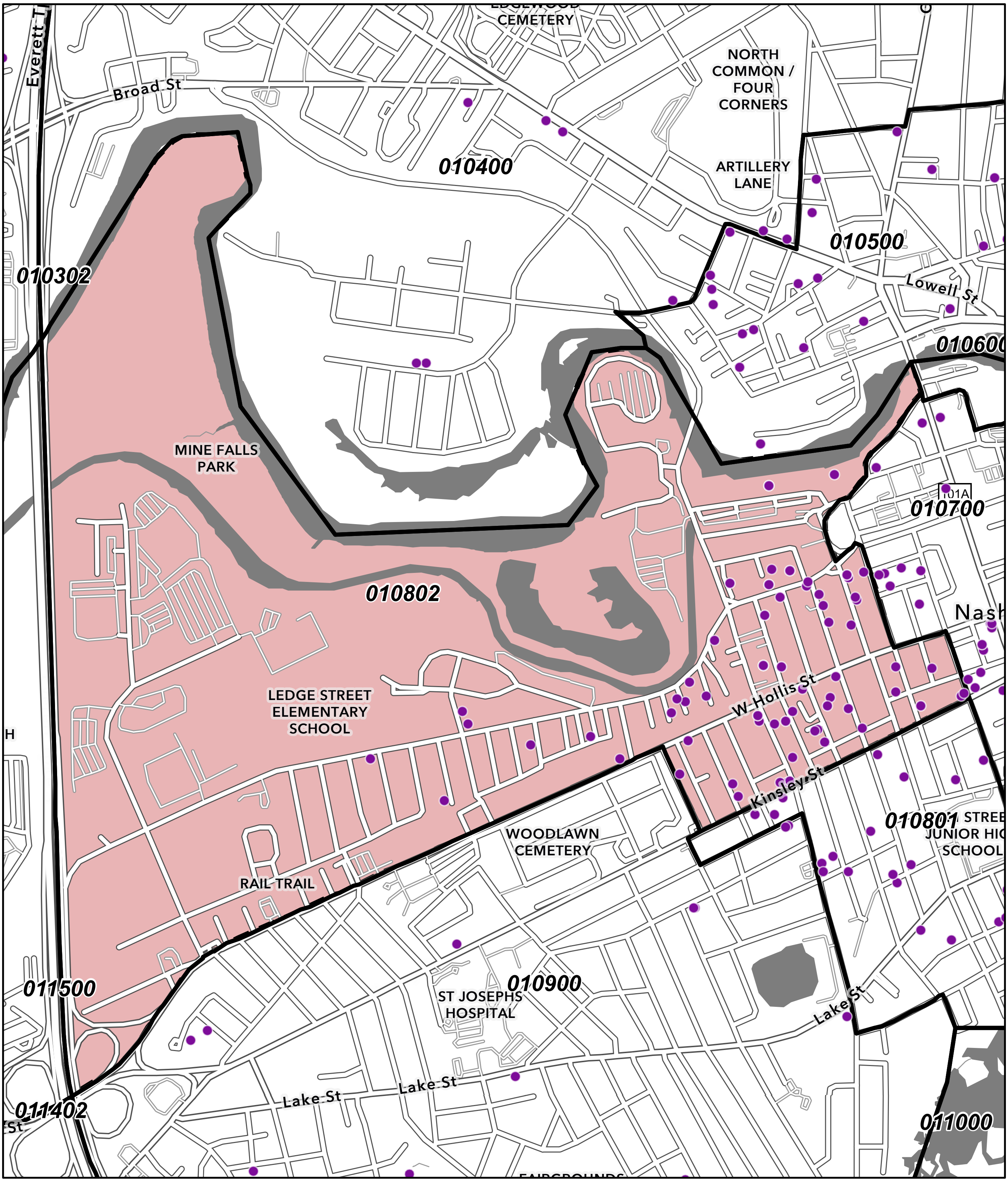
1:9,028

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Figure 4. Census Tract 010802 with 2025 Voucher Locations



11/19/2025

1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Voucher Location 2025

USA Census Tract Boundaries

Poverty Census Tract

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

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

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact Nixzaliz Baez (603) 472-8623 FOR HOPWA PROVIDERS – or go to . You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4**.** If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*[1] includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

[1] For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you**,** a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
    a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
    b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.
To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

(603) 472-8623 or www.nhhfa.org

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any <u>one</u> of the following:

1. <u>A self-certification form (for example, Form-HUD 5382)</u>, which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. <u>A statement from a victim/survivor service provider, attorney, mental health professional or medical professional</u> who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. <u>A police, administrative, or court record</u> (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. <u>If allowed by your covered housing provider, any other statement or evidence provided by you.</u>

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information <u>**will not be disclosed**</u> to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal 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.

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

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact Nixzaliz Baez (603) 472-8623]; FOR HOPWA PROVIDERS – or go to . You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact

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

1. **Name(s) of victim(s):** ______________________________

2. **Your name** (*if different from victim's*): ______________________________

3. **Name(s) of other member(s) of the household:** ______________________________

   ____

4. **Name of the perpetrator** *(if known and can be safely disclosed):* ______________________________

5. **What is the safest and most secure way to contact you? (You may choose more than one.)**

   If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

   ☐ Phone   Phone Number: ______________________________

   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail   E-mail Address: ______________________________

   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail   Mailing Address: ______________________________

   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other   Please List: ______________________________

6. **Anything else your housing provider should know to safely communicate with you?**

   ____
   ____
   ____
   ____
   ____

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

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

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others **or**

(2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

______________________________ ______________________

Signature **Date**

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal 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.

Appendix J

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)

RHIIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

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

What information is in EIV and where does it come from?
HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

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

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

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

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

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

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

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

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

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

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

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

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____

Signature **Date**

NEW HAMPSHIRE HOUSING

Language Assistance Services

ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-800-439-7247.

Español (Spanish) ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están a su disposición. Llame al 1-800-439-7247.

Português (Portuguese) ATENÇÃO: Se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-800-439-7247.

Kreyòl Ayisyen (French Creole) ATANSYON: Si nou palé Kreyòl Ayisyen, gen asistans pou sèvis ki disponib nan lang nou pou gratis. Rele 1-800-439-7247.

繁體中文 (Traditional Chinese) 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-439-7247.

Tiếng Việt (Vietnamese) CHÚ Ý: Nếu quí vị nói Tiếng Việt, dịch vụ thông dịch của chúng tôi sẵn sàng phục vụ quí vị miễn phí. Gọi số 1-800-439-7247.

Русский (Russian) ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-439-7247.

العربية (Arabic)

إنتباه: إذا أنت تتكلم أللُغةِ **ألعربية** ، خَدَمات ألمُساعَدة أللُغَوية مُتَوفرة لك مَجاناً **إتصل على** 1-800-439-7247

ខ្មែរ (Cambodian) ប្រុសជូនដណឹង៖ បើអ្នកនិយាយភាសាខ្មែរ, យេយើងខក្នុខប្រុករ ប្រ ជូនរ លោកអ្នកដោយ ឥតគិតថ្លៃ។ ចូរ ទូរស័ព្ទ 1-800-439-7247

Français (French) ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-439-7247.

Italiano (Italian) ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-439-7247.

한국어 (Korean) '알림': 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-439-7247. 번으로 전화해 주십시오.

ελληνικά (Greek) ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, υπάρχουν στη διάθεσή σας δωρεάν υπηρεσίες γλωσσικής υποστήριξης. Καλέστε 1-800-439-7247.

Polski (Polish) UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-439-7247.

हिंदी (Hindi) ध्यान दीजिए: अगर आप हिंदी बोलते हैं तो आपके लिये भाषाकी सहायता उपलब्ध है. जानकारी के लिये फोन करे. 1-800-439-7247.

ગુજરાતી **(Gujarati)** ધ્યાન આપો : જો તમે ગુજરાતી બોલતા હો તો આપને માટે ભાષાકીય સહાય તદ્દન મફત ઉપલબ્ધ છે. વિશેષ માહિતી માટે ફોન કરો. 1-800-439-7247.

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນ ພ້ອມໃຫ້ ທ່ານ. ໂທຣ 1-800-439-7247.

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

32 Constitution Drive, Bedford, NH 03110 | 603.472.8623
Mail: PO Box 5087, Manchester, NH 03108 | NHHFA.org